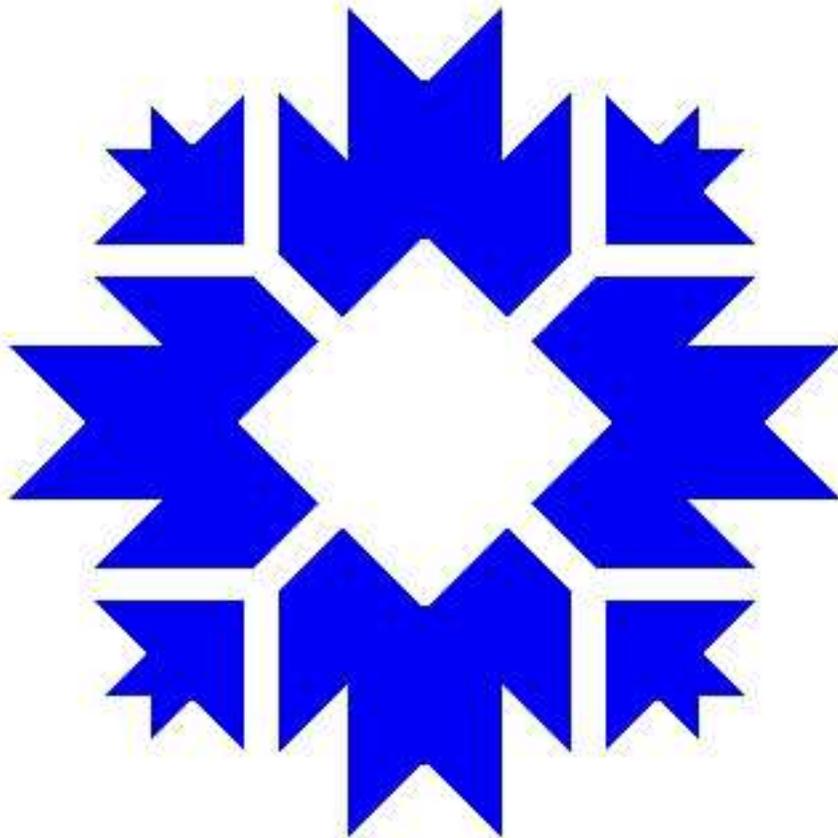


Board of Public Works Meeting

April 8, 2014



AGENDA
BOARD OF PUBLIC WORKS
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Work to be Held Tuesday, April 8, 2014 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. APPROVAL OF MINUTES – March 25, 2014**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. HEARINGS FOR NOISE APPEAL**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
 - 1. Request Permission to Abate Partially Removed Sun Room Structure at 3600 E. Park Lane**
 - 2. Resolution 2014-17: Request to Encroach into Public Right of Way with Improvements at 531 N. College Avenue**
 - 3. Request to Use Public Right of Way at 531 N. College Avenue**
 - 4. Request to Amend Agreement with Gentry South to Include Sanitation Services**
 - 5. Resolution 2014-19: Use of Public Street for Bloomington Housing Authority Family Night Out (Friday, 6/6)**
 - 6. Resolution 2014-20: Use of Public Streets for Bloomington Cycling Grand Prix (Saturday, 8/9)**
 - 7. Resolution 2014-21: Use of Public Street for IU Dance Marathon Rockin' for Riley (Monday, 9/1)**
 - 8. Resolution 2014-22: Use of Public Street for Monroe County Public Library Performance by Kali Ma Fire Dancers (Thursday, 6/5)**
 - 9. Request for Noise Permit for Walk to End Alzheimer's (Saturday, 9/13)**
 - 10. Resolution 2014-23: Allow Itinerant Merchant to Operate in Public Right of Way (Mystik Mocha)**
 - 11. Resolution 2014-24: Request to Encroach into Public Right of Way with Monitoring Well at 217 N. Madison Street**
 - 12. Resolution 2014-25: Approval of Indiana Department of Transportation's Offer to Purchase Home at 3301 W. Tapp Road for the I-69 Project**
 - 13. Approval of N. Old State Road 37 and N. Dunn Street Curve Correction Design Addendum #1**
 - 14. Approval of S. Rockport Road Phase II Design Addendum #2 and Sign Plan Cover Sheet**
 - 15. Amend Scope of Services for the Bloomfield Road and Weimer Road Design Contract**

16. Approval of Change Orders #7-#10 for South Rogers Street Project
17. Award Maxwell Lane Sidewalk Construction Contract
18. Award Bloomington Police Department Basement Repair Contract
19. Award Downtown/IU Curb Ramp Design Contract
20. Approval of Sign Manufacture to Purchase Materials for the Retroreflectivity Sign Upgrade Project

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. APPROVAL OF PAYROLL

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, March 25, 2014 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson - Public Works Director
Miah Michaelson – ESD
Mike Arnold
Jackie Moore – City Legal
Chris Smith – Public Works
Laurel Waters – Public Works

Zietlow stated she would like to say a few things; as everyone knows there have been some developments in this area in the last couple of weeks. She stated those on the Board of Public Works are very concerned about what has happened and the Board is working with the Legal Department and with staff in the Office of Public Works to review all the procedures and will be upgrading and intensifying every thing that has been done in the past. Probably you will hear more about little things than you might have in the past because we feel that is an important step to take. If anyone has any questions about that, please feel free to ask us now, or in the future.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve the minutes from March 11, 2014. Hrisomalos seconded the motion. The motion passed. Minutes of March 11, 2014 were approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR SNOW
APPEALS**

None

**HEARINGS FOR NOISE
APPEALS**

Jackie Moore stated ticket #32287 was issued to Daniel Blitstein at 321 N. Washington Street. Moore summarized the events of the evening. Officers were dispatched and did arrive 20 minutes later where both the music and yelling could be heard by officers on

**Appeal of Noise
Ordinance Citation
#32287 at 321 N.
Washington Street**

Walnut. Moore stated the amount of this citation is \$100 as it is the second violation within the year that has been issued to Mr. Blitstein. The first citation was issued in August of 2013. Moore stated the noise was excessive and unreasonable. The music was played at a level that violated the Bloomington Municipal code. Moore explained a violation occurs when a person makes an unreasonable noise or allows the unreasonable noise to be made in or on property either occupied or controlled by that person. This noise can either be continuous or intermittent for at least 15 minutes and it can be heard outside the immediate premises from the location where the person is making that noise.

Moore concluded by stating the Appellant was in violation of the noise ordinance and the citation was written in accordance with the law. Moore also pointed out that in the notice of appeal the objection wasn't that a ticket was issued but that it should have been issued to his apartment. Moore explained citations are not issued to apartments. Mr. Blitstein felt it should only be a \$50 ticket. He therefore, has not denied that a ticket should have been issued. The City asked the Board to deny the appeal.

The Appellant, Daniel Blitstein, stated his initial complaint was that his apartment building had already has several violations, which they were told was due to loud music. He stated they had only minimal music, most of the noise radiating was voice. Mr. Blitstein stated he looked in the Bloomington City Code and stated a citation can't be issued for excessive voices. It was Mr. Blitstien's opinion they should have only been given a warning, or the party just broken up. He also objected to the fine, and the escalation of the fine within the year.

Moore responded to Mr. Blitstein, by stating that per the ordinance, it is 365 days from the first ticket issued, not from January to January. Moore explained the Code states "a person who makes unreasonable noise" it does not have to be from an instrument. It can also be a person who makes an unreasonable noise.

Mr. Blitstein made further arguments that he has been told by officers that sometimes they don't receive complaints, and that the officer made him sit on the sidewalk.

Officer Burnworth stated complaints are not always received on this particular residence. Officers have been tasked with providing extra patrol to this area due to repeat offenses of the noise ordinance. It is common for officers to drive by. If loud music is heard then the issue is dealt with. Officer Brunworth also explained the reason Mr. Blitstein was asked to sit on the sidewalk was because it is typical when going to this residence that people run inside and start dumping

beer. When officers arrived they do try to control people from running, which is to ask them to sit down.

Zietlow asked if this violation was within the 365 of the previous citation. Blitstein stated yes.

McNamara made a motion that the Appeal of the Noise Ordinance Citation #32287 at 321 North Washington Street be denied. Hrisomalos seconded the motion. The motion passed. Noise Citation #32287 was upheld.

Mr. Blitstein asked if he could get a record of all citations at his house. Moore stated any requests for public record can be obtained by coming to City Legal and filling out a Public Records Request Form.

Hrisomalos and Zietlow both stated he still can appeal this decision through the court system

Moore stated this is an appeal of Citation numbers 31663, 31664, 31665, 31666, and 31667. Moore summarized the events that led to the citations being issued. There was a complaint of loud music being played from a house near the corner of 16th & Woodburn Avenue. At 11:47 p.m. officers were dispatched to determine if a violation of the Noise Ordinance was occurring. Officer Mims was dispatched to the area and did locate the residence where the music was being played, which was 1201 N. Woodburn Avenue. Officer Mims could hear the music off of the property from where it was being played, which is a violation of the Noise Ordinance. Citations were issued to each of the residents as a result of this violation. The Citation for each resident is in the amount of \$50, and each resident is responsible for compliance with the noise ordinance at the property, and therefore, each were given a citation. Officer Mims did not provide the name of the complainant when asked, as they generally do not, because they do not want any possible retribution taken against the person that complained. The police officer could hear the music and the voices from this property, it was excessive and unreasonable and was being played at a level that violated the City's Ordinance.

**Appeal of Noise
Ordinance Citation
#31663-31667 at 1201 N.
Woodburn Avenue**

Ms. Moore explained what the Ordinance says, there was a violation, and the City asked that the Board deny these appeals.

Zietlow stated if the officers can hear the noise, then it wouldn't require a complaint. Moore stated if the noise can be heard offsite from the premises between 9 p.m. and 7:00 a.m. then it is, on its face, a violation of the Ordinance. Zietlow added this is not just music but noise as well. Moore stated, yes, unreasonable noise.

Hrisomalos asked if citing all five was a little unique. Moore stated it was not. Moore explained any person who is at the property that either makes the noise or allows the noise to be made can be issued a citation. Moore stated it is appropriate.

John Hauber introduced himself as the father of one of the defendants in this case, Citation #31664. Mr. Hauber stated he is also an attorney. Mr. Hauber stated he sat down with all five boys and went over the ordinance in detail. They understand that noise above a certain level will be detrimental to the comfort and welfare of other citizens. They also understand it is a violation to operate any devices that produces sound in a manner that persists continuously or intermittently for at least 15 minutes that can be heard outside the immediate premises by a person with normal hearing. Mr. Hauber stated this is their first offense and they were not aware of the Bloomington Municipal Code, or that there was an Ordinance. Mr. Hauber further stated that unless someone had complained before they would not know what was excessive. They were excited, had just driven to Louisville to pick up a set of speakers from Craig's List. Mr. Hauber stated the Ordinance does allow for a one time official warning, and felt it would be appropriate in this case. Mr. Hauber asked the Board consider either a one time warning for this particular first time offense, with the understanding that if it happens again, that the fine does go up from \$50 to \$100. Mr. Hauber thought a \$250 fine for one noise ordinance when there has not been a violation in the past is excessive. While the City Council is correct that anyone who is a part of it, or who allows it to happen, or who hears it, technically, can be fined, that does not mean they have to be. If a warning cannot be granted then Mr. Hauber asked that four of the citations be given a warning and let the boys spilt the \$50 first time fine. He commended the boys because when the officer asked for everyone who lived at the residence to come forward, they all stepped forward.

Jackie Moore responded by stating that as Mr. Hauber has acknowledge, ignorance of a law is certainly not an excuse. As far as their inability to know what could be heard from the premises, all one of them had to do was go to the end of the block, and they could determine if their noise was excessive. The code does allow an officer in his discretion to issue a warning, however, in this case the Officer felt it was appropriate to issue the five citations and the City asked that the Board uphold that Officer's decision, and deny these appeals, and they each should be responsible for the fine that was assessed.

Officer Mims introduced himself. He stated the reason all five were issued citations was because while on the premises the violation

continued to occur, even after several times of being asked that an individual take charge and cut off the music. The Appellants did not do that, and it took at least three (3) times for someone to finally get inside and shut the music off. Officer Mims also revealed there were over 100 people inside the residence at the time the violation was occurring.

Zietlow stated this was a big party. Officer Sims stated yes, it was.

Mr. Hauber stated he believes the boys would dispute the number of people that were there. He did state he believed they would agree that the Officer told them to shut the music completely off, and instead they would turn it down, he could not say if they were argumentative in that regard, or just trying to fine an appropriate noise level. Mr. Hauber believed being told to shut it off goes against the ordinance and was not a good learning lesson for the boys in terms of what might be appropriate.

McNamara prefaced his motion by saying the notion of warnings, to him, is always the officer's discretion, not the Board's. McNamara added a lot of the complaints are more with the law, than how it is enforced. McNamara stated there are a lot of anonymous complaints that come into this City, from everything, noise being one to Central Dispatch, snow on sidewalks for another example. One does not refuse to enforce the law because the source of the complaint is anonymous.

McNamara moved that the appeal for Noise Ordinance Citations, 31663 through 31667 at 1201 North Woodburn Avenue be denied. Hrisomalos seconded the motion. The motion passed.

Hrisomalos and Zietlow both stated this can also be appealed through the court system.

Johnson stated on February 25th the Board approved the request from the Monroe County History Center date for the closure of Municipal Lot #5 for May 18, 2014. Due to a scheduling conflict the History Center asked the date of the event be changed until June 1st. The show will support a traveling exhibit at the History Center, and serve as a fundraiser with the proceeds going to the Build History Campaign. The History Center has consulted and received support from the library and First Presbyterian Church. A Noise Waiver has also been approved. Staff recommended the Board approve the change of the date.

Miah stated they request the date be changed to Sunday, June 1st.

OLD BUSINESS

Revised Resolution 2014-11: Correct Date to Close Municipal Lot #5 for Hot Rod and Classic Car Show (Sunday, 6/1)

McNamara moved to approve the request for the Revised Resolution 2014-11: Correct Date to Close Municipal Lot #5 for Hot Rod and Classic Car Show on Sunday, June 1st. Hrisomalos seconded the motion. The motion passed. Revised Resolution 2014-11 approved.

NEW BUSINESS

Mike Arnold, Housing and Neighborhood Development, stated this property has been before the Board before for the same issues, Order to Repair and Seal. HAND staff was told the structure would be removed, which it has not been removed. In January it was noticed by staff that the building was no longer in compliance. There are new holes in the roof. There is also a window and door standing open. The property owners have been given a deadline from the Legal Department which they did not meet. Staff is now asking for permission to solicit bids to have the building sealed for them. Arnold did explain the owners called last week and stated they intend to remove the structure, but staff feels they can not rely on this information because the owner said it would be removed last year. Staff would like to move forward with the process to get bids for the repair of the roof and sealing of the openings in the structure.

Request Permission to Obtain Bids to Seal and Repair Unsafe Structure at 1506 N. Kinser Pike

Zietlow asked if once the bids are received and the work done, the property owner will then pay for the work. Arnold stated the City would bill the property owner for the work, and if the bill goes unpaid a lien would be placed on the property.

Hrisomalos made a motion to approve the Request for Permission to Obtain Bids to Seal and Repair Unsafe Structure at 1506 N. Kinser Pike. McNamara seconded the motion. The motion passed. HAND was given permission to seek bids.

Miah stated the IU chapter of Habitat for Humanity is sponsoring a 5K run on Saturday, March 29th and requested that they be allowed to use City streets. The streets will remain open with traffic control at intersections for the safety of participants. The set up will begin at 8:00 a.m. with the run starting at 9:00 a.m. The run will be over by 1:00 p.m. Proceeds from the event will go to Habitat for Humanity. IU Habitat for Humanity has rented the Sycamore Shelter at the Lower Cascades Park from the Parks Department for this event. Bloomington Police Department has issued a Parade Permit pending the Board's approval. Staff recommended approval. The Resolution also includes a Noise Waiver for the event.

Resolution 2014-18: Request to Use Public Streets for IU Habitat for Humanity 5K Run (Saturday, 3/29)

Miah stated it is not the policy of ESD to bring requests to the Board that are actually happening in the same week that the Board is approving them. Miah added sometimes staff is challenged when

working with the IU student population.

Miah added Captain Tony Pope with BPD does work closely with the organizations that want to do a run or walk to make sure the route is safe, and that they have the proper amount of barricades and security as needed.

Max Sterant introduced himself as one of two directors for major events with IU Habitat for Humanity. He explained the route of the run. He stated there will be barriers, as well as volunteers with Stop/Slow signs. He apologized for the lateness of their request, and believed it was a miscommunication in the organization.

McNamara made a motion to approve Resolution 2014-18: Request to Use Public Streets for IU Habitat for Humanity 5K Run on Saturday, March 29, 2014. Hrisomalos seconded the motion. The motion passed. Resolution 2014-18 approved.

Miah explained Bloomington Parks and Recreation has been before the Board to request their noise permit for the 2014 Performing Arts Center. They would like to add a noise waiver to one additional event, Movie in the Park on Friday, August 15, 2014, with a rain date of August 16, 2014. These events are free and open to the public. Staff recommended approval.

**Request for Additional
Noise Permit for Parks &
Recreation 2014
Performing Arts Series
(Friday, 8/15)**

McNamara made a motion to approve Request for Additional Noise Permit for Parks & Recreation 2014 Performing Arts Series, Friday, August 15, with a rain date of August 16, 2014. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Susie Johnson requested the Board to grant permission to advertise for bids for the concrete and asphalt. These request for bids are done on an annual basis. Johnson also requested permission to advertise for construction services for a sidewalk project on Rockport Road between Country Side Lane and Graham Drive.

**STAFF REPORTS &
OTHER BUSINESS**

Zietlow asked if there was a motion to authorize advertisement for bids for concrete and asphalt for this coming year. McNamara moved to approve, Hrisomalos seconded. Motion passed. Board approved request to advertise for concrete and asphalt.

Zietlow asked if there was a motion to advertise for construction services for the stretch of sidewalk on Rockport Road between Country Side and Graham Drive. McNamara moved to approve, Hrisomalos seconded. Motion passed. Board approved request to advertise for design services.

APPROVAL OF CLAIMS

Zietlow stated there are many claims, most of which are clear. She had further questions about a few claims per the new process.

Zietlow asked about the claim for the Corradino Group in the amount of \$2,187.50. Johnson explained the Planning Department via the MPO has retained the Corradino Group to help them put together their long range transportation plan. The Corradino Group is developing some modeling that will help predict traffic patterns, and more clearly identify area projects that might be brought forward for requests through the MPO in the future. The Corradino Group has done this throughout the State, and are experts in the area. They are located in Indianapolis.

Zietlow stated she noticed all these payment to Good Earth. Susie explained the City has a leaf vacuuming program where leaves are vacuumed from in front of people's homes. The leaves are taken to Good Earth and a fee is paid.

Zietlow asked about the claim titled Improvements other than Building to Eagle Ridge Civil Engineering Services for 3rd & Jordan for a total amount of \$1,624.17. Reid explained the City has contracted with Brock Ridgeway for Eagle Ridge Civil Engineering Services to help design of a traffic signal that is being replaced at that intersection. When that is done the curb ramps have to be updated to bring them up to ADA standards. With that are also pole relocations that are required to be in specific locations. Eagle Ridge is doing the design work for that project. Zietlow asked if this was the total amount or a partial amount. Reid stated that amount is only one invoice.

Zietlow asked about payment under Improvements other than Building for Bledsoe Riggert and Guerrettaz titled Kinser Pike SW. Reid explained this is for the Kinser Pike sidewalk. Reid added this is a City Council sidewalk project that will be constructed next year. The City has contracted with Bledsoe Riggert and Guerrettaz to design a segment of sidewalk from just north of the intersection of Kinser Pike and 17th Street, going north on Kinser Pike and meeting up with an existing segment of sidewalk.

Zietlow asked about the other Eagle Ridge Civil Engineering payment. Reid explained this is another Council Sidewalk project on 17th Street between Maple and Madison. Eagle Ridge had done the design on 17th Street from College to Kinser, and now its being picked up from there along the south side of 17th Street and going two more blocks. Reid stated this is a design contract.

Zietlow asked about a very large claim in the amount of \$525,485.84 to the State of Indiana. Reid explained this represents the 17th and

Arlington Roundabout project which will be under construction very soon. The intersection will be closed this summer. The City has been working on design and right of way acquisition since 2009 on this project. This amount represents the City's match money for an 80/20 participation through MPO Surface Transportation Program funds. The large amount is because this is the City's 20% of a 3.1 million dollar project.

Zietlow asked if that project would begin soon. Reid explained Utilities are currently being relocated. There is a pre-construction meeting at the INDOT Seymour District the week of March 31st. Once that meeting is complete, then the contractor has a certain number of days to mobilize on the site and start work.

McNamara made a motion to approve the claims. Hrisomalos seconded the motion. The motion passed, claims approved.

McNamara moved for adjournment. Hrisomalos seconded. Meeting adjourned at 6:21 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 08 April 2014

Petition Type: Request to Abate Property

Address: 013-41320-00 Park Ridge Pt 49; commonly known as 3600 E. Park Ln.

Petitioner: Housing and Neighborhood Development

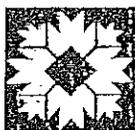
Inspector: Michael Arnold

Staff Report: 23 April 2013 Received notice of Unsafe Structure
11 May 2013 Sent Order to Repair
21 May 2013 Owner called and spoke to Norm Mosier
20 December 2013 Work has begun to remove the structure.
27 January 2014 Sent Legal Letter
01 April 2014 Legal Deadline for completion

HAND received notice of an unsafe structure at this location. A drive by inspection showed roof and exterior wall damage on the sun room on the back of the house. An Order to Repair was sent with a deadline of 10 June 2013. The owner called regarding the work to be done. The deadline was not imposed while the owner was looking into getting repair completed. Work began on 20 December 2013 to remove the sun room from the structure, but has since stalled. Legal gave notice of 01 April as the deadline for completion. HAND is asking permission to abate the partially removed sun room structure.

Attachments: Orders, Notice of Violation, Letters

Corporation Counsel
Margie Rice



City of Bloomington
Legal Department

City Attorney
Vickie Renfrow

Assistant City Attorneys
Susan Failey
Barbara E. McKinney
Jacquelyn F. Moore
Patricia M. Mulvihill
Michael M. Rouker
Greg Small

January 27, 2014

James and Lydia Stewart
3600 East Park Lane
Bloomington, Indiana 47401

Re: Property located at 3600 East Park Lane, Bloomington, Indiana
Failure to Comply with Order to Repair

Dear Mr. & Mrs. Stewart:

The City of Bloomington's Housing and Neighborhood Development ("HAND") Department has requested the assistance of my office in regards to your failure to comply with an Order to Repair which was issued for the above-referenced property.

On May 1, 2013, the City issued an Order to Repair the aforementioned property in accordance with Indiana Code Chapter 36-7-9 and Bloomington Municipal Code Title 17. This Order to Repair required you to fix the damaged exterior walls, soffits, roof and gutters on 3600 East Park Lane. The Order provided you with a deadline which has subsequently expired. It is my understanding that all of the required repairs have not yet been completed.

The Order to Repair must be effectuated in its entirety on or before April 1, 2014. Failure to meet this extended deadline may result in the City taking any or all of the following actions: hiring a contractor to make the repairs itself and assessing any incurred costs to you or reducing said costs as a lien against your property; issuing fines in accordance with Indiana law; and/or initiating litigation against you in the Monroe County Circuit court.

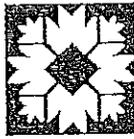
Upon completion of the required repairs please contact Mike Arnold with HAND at (812) 349-3420 so that he may verify that the appropriate repairs have been made.

Thank you for your prompt attention to this matter.

Sincerely,

Patricia M. Mulvihill
Assistant City Attorney

cc: HAND



City of Bloomington
Housing and Neighborhood Development

ORDER TO REPAIR

01 May 2013

James and Lydia Stewart
3600 E. Park Ln.
Bloomington IN 47408

Re: 013-41320-00 Park Ridge Pt 49; commonly known as 3600 E. Park Ln.

Dear James and Lydia Stewart:

The City of Bloomington's HAND Department, pursuant to Indiana Code Section 36-7-9-5, is issuing this Order to Repair. HAND is required to give all substantial property interest holders in the above-referenced property notice of this Order to Repair.

You have until 10 June 2013 to repair the damage to the structure. See the attached Notice of Ordinance Violation (NOV) for the details of this violation and a summary of the violation history.

The law does not require a hearing for this Order to be issued. However, you or any person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in this property, may request a hearing in writing and delivered to the City of Bloomington's HAND Department at 401 North Morton Street, Bloomington, Indiana within ten (10) days after the date of this Order. This Order to Repair becomes final ten (10) days after it has been issued, if you or any other person holding an interest in this property have not requested a hearing.

If the Order to Repair is not complied with, the following may occur:

1. HAND may hire a contractor to fulfill the obligations of the Order to Repair.
2. HAND may fulfill the obligations of the Order to Repair itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Repair or must fulfill the obligations of the Order to Repair itself, each person who holds a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Repair to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.
4. If any assessed costs remain unpaid, HAND shall execute a judgment in the Monroe Circuit Court against any and all of the aforementioned

parties; said judgment is a debt and lien on all real and personal property of each named individual.

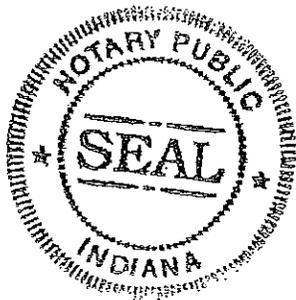
Per Indiana Code § 36-7-9-27, if, after you have been issued and received notice of this order and you have not complied, you must supply full information regarding this order to a person who takes or agrees to take a substantial property interest in the unsafe premises before transferring or agreeing to transfer that interest, and within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, you must supply HAND with written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.

Lisa Abbott
Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 01ST day of May 2013.



Daniel Bixler
Name of Notary Public

Daniel Bixler
Signature of Notary Public

MONROE COUNTY, INDIANA
Notary Public's County of Residence

April 09, 2015
Commission Expires



City of Bloomington
Housing and Neighborhood Development

CITY OF BLOOMINGTON
NOTICE OF ORDINANCE VIOLATION

Date NOV issued: 01 May 2013

Person(s) NOV issued to: James and Lydia Stewart

Date violation discovered: 23 April 2013

Location/address of violation: 013-41320-00 Park Ridge Pt 49; commonly known as 3600 E. Park Ln.

Nature of violation/code provision violated: Bloomington Municipal Code (BMC) § 17.16

Inspector's Report

A complaint was received regarding an unsafe structure at this location. The complainant provided a picture of the deterioration. This damage can also be seen when driving on E. 3rd St. The following shall be completed in order for this property to be in compliance with Title 17 of the Bloomington Municipal Code:

1. The Monroe County Building Department shall be contacted to determine if a Building Permit is required for the work to repair the structure.
2. Damage to the exterior walls, roof soffit and other deteriorated areas shall be properly repaired.
3. All debris, associated with this work, shall be removed from the premises.
4. HAND shall be notified when work is completed at this location

Relevant Code Citations

BMC § 17.16.020 adopts Indiana Code §§ 36-7-9-1—36-7-9-28 by reference. Indiana Code § 36-7-9-4, Unsafe building and unsafe premises described, states in section (a) "For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or

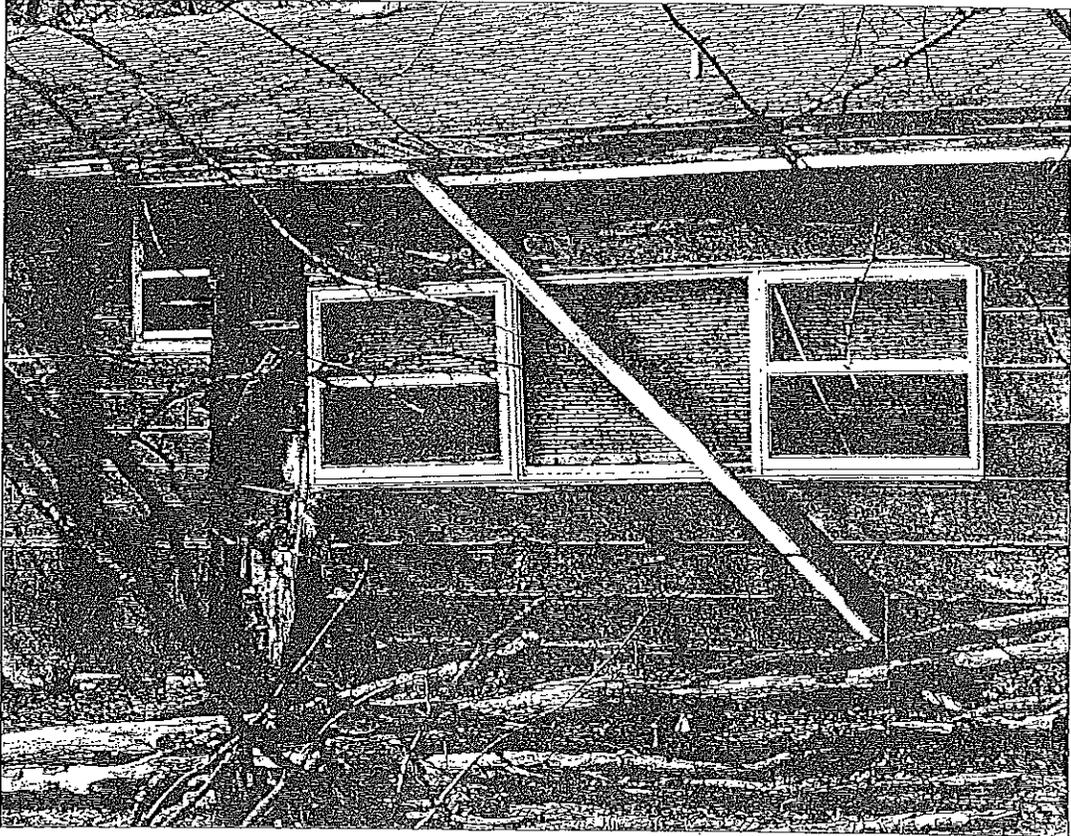
(6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; is considered an unsafe building.

BMC § 17.16.040 (f) states, in part, "Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

(ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

(nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

3600 E. Park Ln.
23 April 2013



Search Images Mail Drive Calendar Sites Groups Contacts Maps More v



Mail

More

COMPOSE

Fwd: 3600 E Park Ln 47408

Inbox x

Inbox

Starred

Important

Sent Mail

Drafts (9)

All Mail

BHQA

bpw

DTC



Norman Mosier

Apr 17 (1 day ago)

to me

----- Forwarded message -----

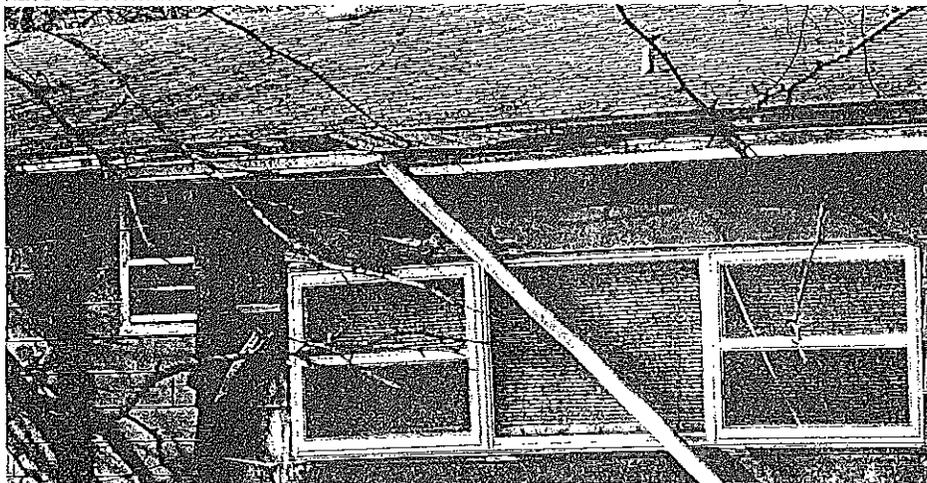
From: Daniel Clark <danielrclark@gmail.com>

Date: Wed, Apr 17, 2013 at 10:22 AM

Subject: 3600 E Park Ln 47408

To: mosiern@bloomington.in.gov

Hi Norman. It was good to meet you yesterday. This is the address of the property that I am selling to you. It appears that several years ago a tree fell on the back addition to this house and repairs have been made. This situation has led to extensive deterioration.



davire@bloomington.in.gov wants to be able to chat with you. Okay?

yes no

Amanda Cosby

Jane Fleig

Linda Thompson

Lisa Abbott

UNSAFE?

NORM

3600 E PARK LN.



04/23/13



03/31/14



Board of Public Works Staff Report

Project/Event: Request to encroach in right of way at 531 N. College Avenue

Staff Representative: Rick Alexander

Petitioner/Representative: ERL-15, LLC (Elliot Lewis)/Studio 3

Date: April 8, 2014

Report: A new building at the southwest corner of 10th and College has been approved by the Plan Commission. The building encompasses nearly the entire lot. The approved plan includes a package of encroachments into the public right of way. The building has a main canopy, a retail canopy, a pole mounted street light and a meter vault.

Recommendation and Supporting Justification: The two canopies will only protrude into the right of way by 2 feet 8 inches each. One will be 10 feet above the walkway and the other will be 12 feet above the walkway. The water meter vault will be underground and have no above ground appurtenances in the right of way. The street light requirement is typical downtown and it will conform to the city standards. Staff supports the encroachment request.

Recommend **Approval** **Denial** by _____

BOARD OF PUBLIC WORKS
RESOLUTION 2014-17
Encroachments at 531 North College Avenue

WHEREAS, the ERL-15, LLC, (hereinafter "Owner) owns real property located at North College Avenue; and

WHEREAS, the City of Bloomington has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks; and

WHEREAS, Owner has requested that it be allowed to install two (2) canopies, a water meter vault and a pole mounted street light in the public right of way. The building canopy will extend into the right of way of West 10th Street two feet and eight inches (2' 8") and be at least ten feet (10') above the walkway of West 10th Street. The retail canopy will extend two feet and eight inches (2' 8") into the right of way of 10th Street and be at least twelve feet (12') above the walkway of West 10th Street. The water meter vault will extend into the public right of way by three feet (3') under the walkway of North College Avenue as depicted in Exhibit "A": and

WHEREAS, Owner has agreed to release and forever discharge and hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees, its successors and assigns ("City") for any and all causes of action including attorney's fees, loss or injury of whatsoever character that occur as a result of Owner's request to utilize described right of way, a copy of which is attached and a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the encroachments in the public right of way, provided that:

1. Owner agrees to maintain the building canopy, retail canopy, water meter vault and pole mounted street light and to keep them safe and in good condition. These encroachments shall be designed and constructed as described above.
2. The encroachments shall be located as depicted on the site plan and building elevation which is attached as Exhibit "A" of this Resolution. Owner shall not deviate from the design or location of any of these encroachments, without the prior approval of the Board of Public Works.
3. This resolution is not intended to relieve Owner of any provisions of any applicable permit or other ordinance or statute that may apply the property.
4. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if Board

RESOLUTION 2014-17

determines the encroachment is undesirable in terms of the general welfare of the City.

5. The City retains the right for the City and all public utilities to enter onto this right of way when, in its opinion, such entry is necessitated in order to maintain said right of way, or to perform other duties or functions for which entry onto said right of way is, in the opinion of the City, needed.
6. Owner understands and agrees that if City or public utility need to work in said area for any reason, and any or all of the encroachments need to be removed to facilitate City or utility, it will be at the expense of Owner and the City will not be responsible for any damage which may occur to any of the encroachments by City's workers or contractors, or by those of a public utility. Owner will not be compensated for any expense which may be incurred by it.
7. If at any time it is determined that the street should be improved to better serve the public or other public improvements need to be made in the right of way, and any or the encroachments interfere with the planned public improvements, then the Owner shall remove any said encroachment upon notification by the City, without compensation by the City.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

Signed this _____ day of _____, 2014.

Board of Public Works

ERL-15, LLC

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, ERL-15, LLC, owner of real property on North College Avenue, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the airway above the sidewalk adjacent to the building at 531 North College Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install two (2) canopies, a street light and a water meter vault over RELEASEE'S property; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachments to be placed upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

RELEASOR

RELEASEE

ERL-15, LLC

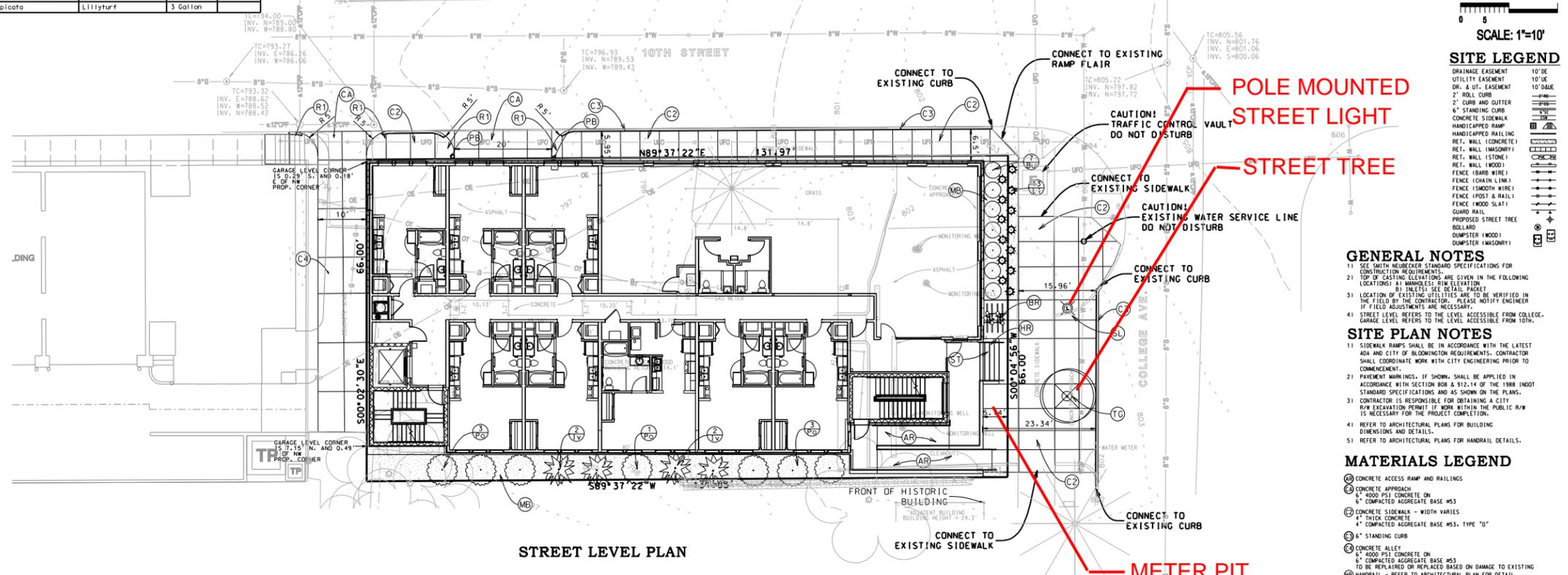
Board of Public Works Officer

Date

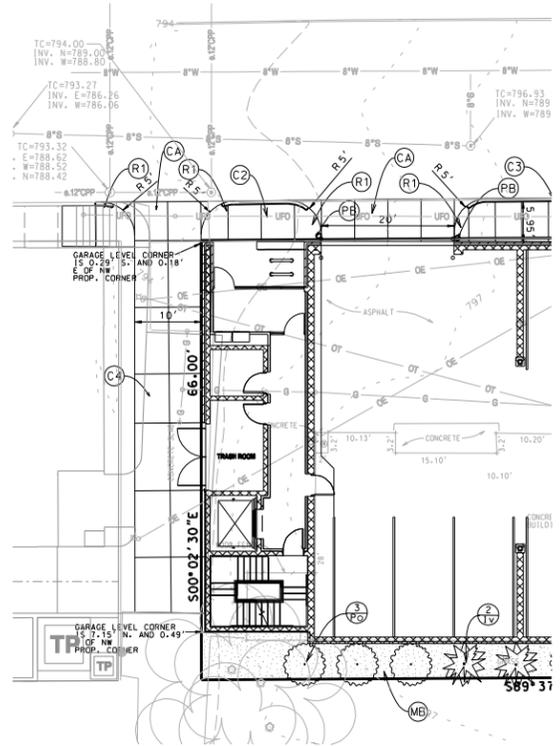
Date

RESOLUTION 2014-17

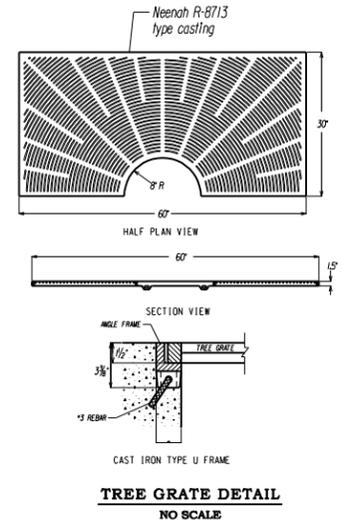
LANDSCAPE PLANT TABLE					
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
TREES					
AM	1	ACER nigrum	Black Maple	2" Caliper	Street Tree
Bu	5	BUXUS	Boxwood	3 Gallon	
Iv	4	ITEA virginica	Virginia Sweetgum	3 Gallon	
Pu	7	Physocarpus opulifolius	Ninespark	3 Gallon	
L1	13	Lilippe spicata	Lillyturf	3 Gallon	



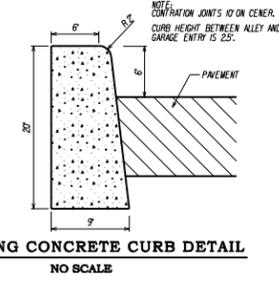
STREET LEVEL PLAN



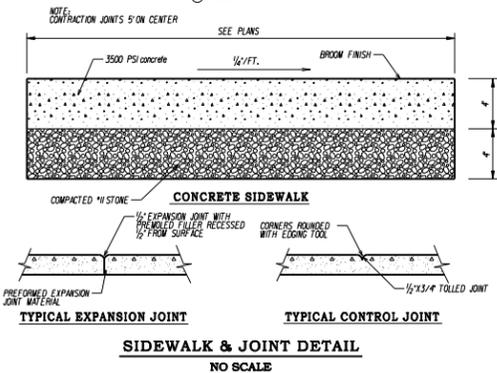
GARAGE LEVEL ENTRY PLAN



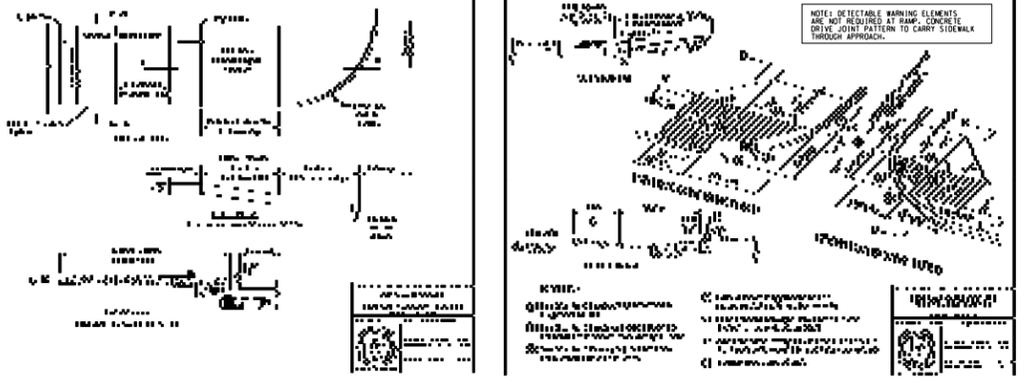
TREE GRATE DETAIL
NO SCALE



STANDING CONCRETE CURB DETAIL
NO SCALE



SIDEWALK & JOINT DETAIL
NO SCALE



SITE LEGEND

GENERAL NOTES

SITE PLAN NOTES

MATERIALS LEGEND

STUDIO
THREE
DESIGN

317.552.1000 main 317.572.1235 fax
6004 Altonville Road, Suite 330 Indianapolis, IN 46220

LYNCH, HARRISON & BRUMBLEVE, INC.
STRUCTURAL CONSULTING ENGINEER

DESIGN-AIRE ENGINEERING, INC.
MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER

SMITH BREHOB & ASSOCIATES, INC.
CIVIL CONSULTING ENGINEER

ERL-15, LLC.

STUDIO 531 APARTMENTS

531 NORTH COLLEGE
BLOOMINGTON, IN

PROJECT NO. 15072
DATE 1-31-14
REVISIONS
CERTIFICATION
SHEET DESCRIPTION SITE PLAN
SHEET NUMBER C202

THIS DRAWING IS THE PROPERTY OF STUDIO 3 DESIGN, INC. ALL RIGHTS RESERVED



February 4, 2014

Mr. Rick Alexander
Engineering Department
City of Bloomington, Indiana

RE: Encroachment Items
Studio 531 Apartments

Dear Mr. Alexander:

Below is a description of the items of encroachment that have been indicated on the attached site plan and building elevation as being located in the public right of way.

- **Pole Mounted Light**
There is (1) street light pole associated with the development, located between the public sidewalk and College Ave. The pole sits roughly 6'-0" from the street (parallel parking spaces) and 17'-0" from the face of the building. The style of the light pole will conform to city standards and have full cut-off optics.
- **Street Tree**
There is (1) street tree associated with the development, located between the public sidewalk and Morton Street. The trees site roughly 3'-0" from the street (parallel parking spaces) and 15'-0" from the face of the building. The street tree is a Black Maple which conforms to city standards. The tree has a 5'-0 by 5'-0" ornamental tree grate associated with it.
- **Building Canopy**
The main tenant entry point along 10th Street will have a canopy above the recess in the building. This canopy will extend 2'-8" into the right-of-way on 10th Street approximately 10'-0" above grade. This canopy extends partially over the public sidewalk.
- **Retail Canopy**
The retail space will have a small building canopy along 10th Street near the intersection of College Ave. This canopy will extend 2'-8" into the right-of-way on 10th Street approximately 12'-0" above grade. This canopy extends partially over the public sidewalk.
- **Master Meter Pit**
The master meter pit for the project is located on the East side of the building at Level 1 near the retail entrance. The meter pit enclosure extends 3'-0" into the right-

Encroachment Items
Studio 531 Apartments
February 4, 2014
Page 2 of 2

of-way. The meter pit encroachment is entirely underground – any above ground projections are located within the property.

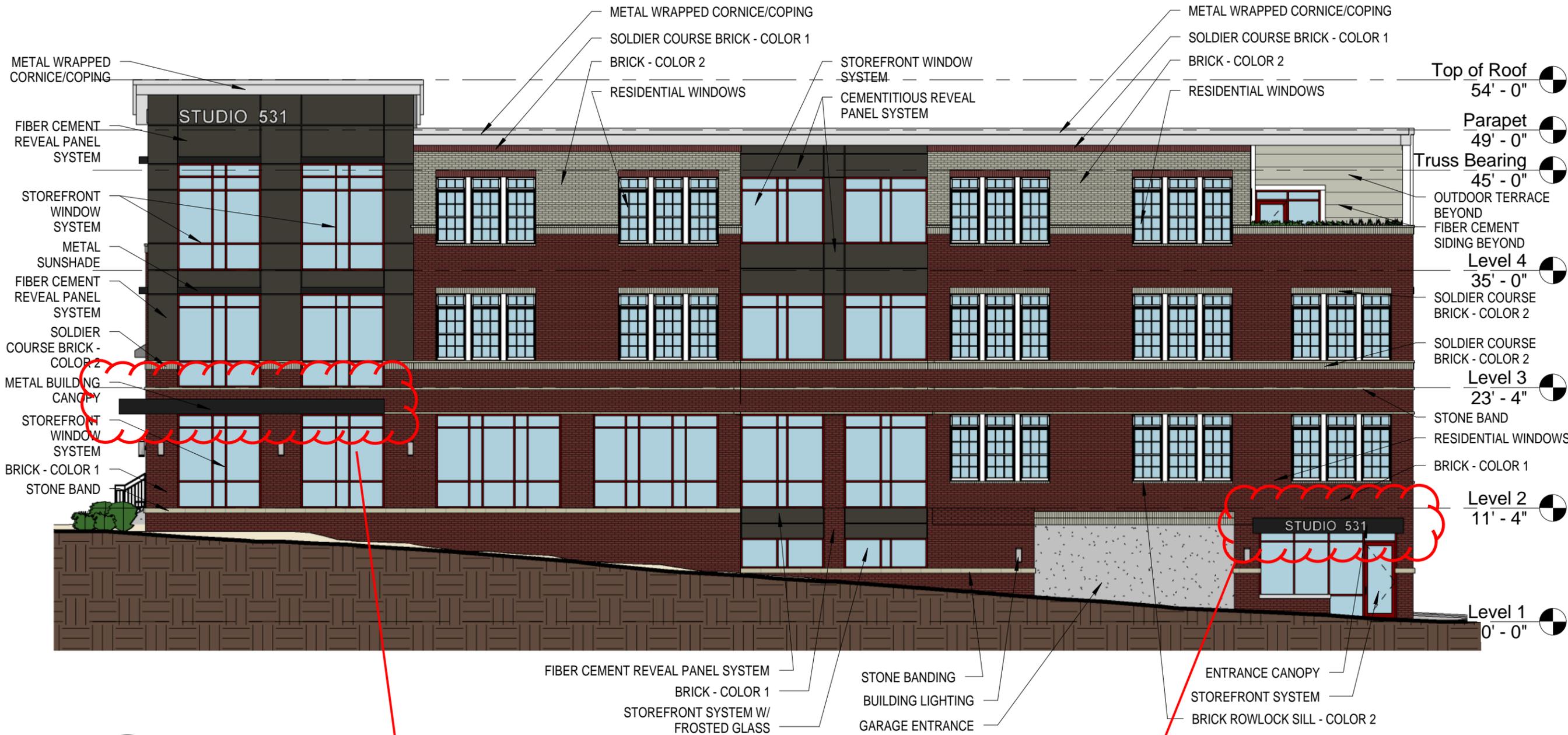
Attached please find a site plan and an elevation of the North side of the building illustrating the above referenced encroachments. Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

STUDIO 3 DESIGN, INC.

A handwritten signature in black ink, appearing to read 'J. Zach Bode', with a stylized flourish at the end.

J. Zach Bode

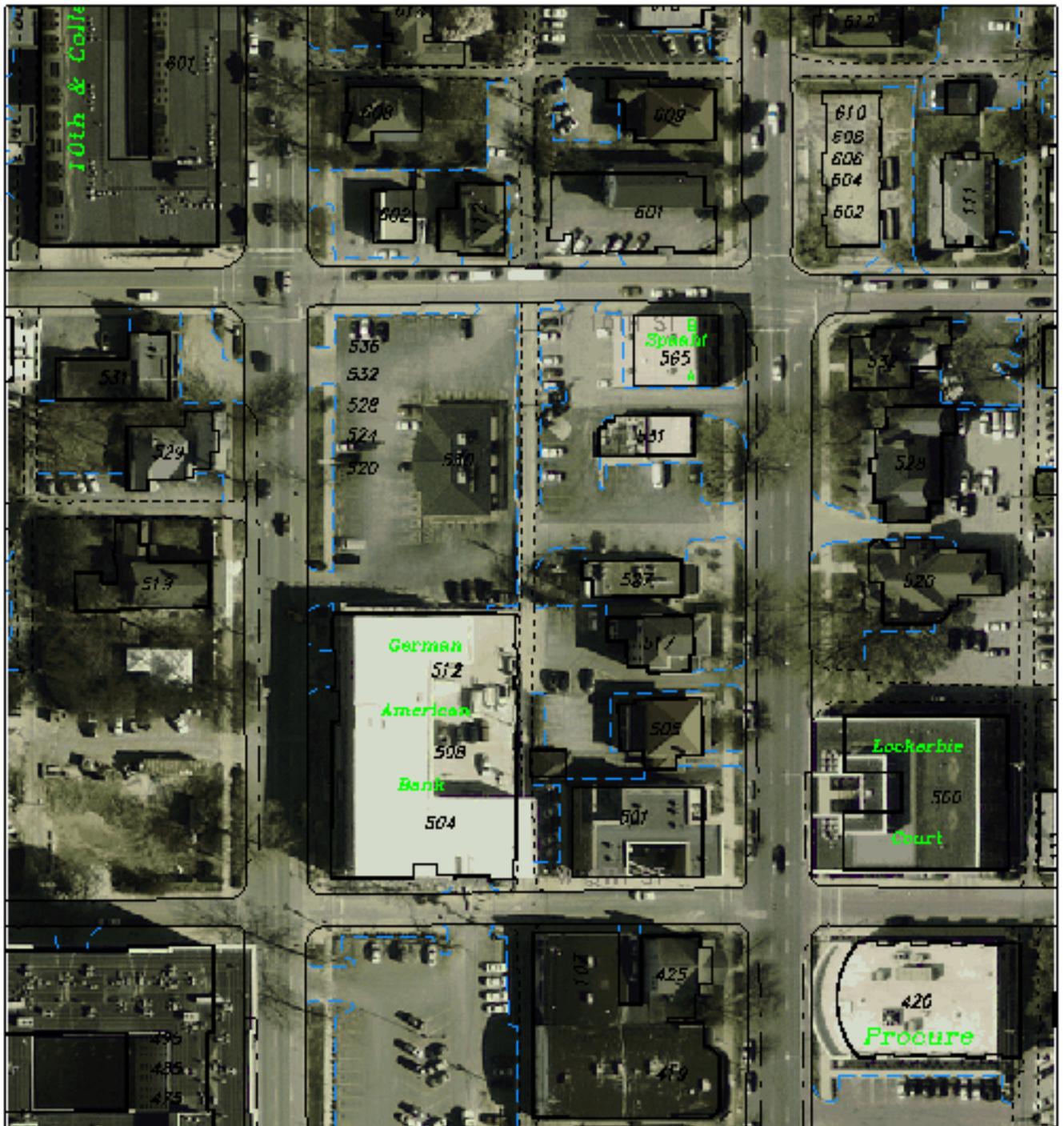


1 NORTH ELEVATION
3/32" = 1'-0"

CANOPY EXTENDS 2'-8" INTO THE RIGHT-OF-WAY, 12'-0" ABOVE GRADE

CANOPY EXTENDS 2'-8" INTO THE RIGHT-OF-WAY, 10'-0" ABOVE GRADE

SHEET NUMBER A6	
SHEET DESCRIPTION NORTH ELEVATION	
PROJECT NO. 13072	DATE 11-25-13
ERL-15, LLC. STUDIO 531 APARTMENTS BLOOMINGTON, IN	





Board of Public Works Staff Report

Project/Event: Use of the Public Right of Way at 531 North College Avenue

Staff Representative: Rick Alexander

Petitioner/Representative: Tom Ritmann/Gilliatte General Contractors

Date: April 8, 2014

Report: Gilliatte has been contracted to build the new Studio 531 Apartment building at the southwest corner of 10th and College Avenue. The building will encompass nearly the entire lot. Consequently, there is no room on private property to stage the construction. Demolition of the old building has begun and the new building is expected to be completed in August.

Recommendation and Supporting Justification: Due to the fact that there is very little room on site to build, staff recommends allowing the contractor to utilize the public right of way east of the project as well as the alley west of the project. There request will not affect any travel lanes in College or 10th although there may be times when the eastbound lane of 10th has flaggers directing traffic around a semi delivery. A memo of understanding has been prepared for Gilliatte to sign. OSHA recommends separating foot traffic and construction traffic where possible. There are adequate pedestrian facilities on the north side of 10th and the east side of College to accommodate foot traffic. The contractor has to rebuild the sidewalk adjoining the site too.

Recommend **Approval** **Denial** by _____

**Memorandum of Understanding
Between
City of Bloomington Public Works Department
And
Gilliatte General Contractors**

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter “Public Works”) and Gilliatte General Contractors, (hereinafter “Gilliatte”) outlines the binding conditions placed upon Gilliatte, and agreed to by Gilliatte, in exchange for use by Gilliatte, its agents and subcontractors, of certain public right-of-way during the construction of the Studio 531 Apartment building at 531 North College Avenue, at the real property located on the southwest corner of North College Avenue and West 10th Street in Bloomington, Indiana (hereinafter the “Construction Site.”)

1. This MOU shall cover the time period from March 26th, 2014 through August 9th, 2014 inclusive.
2. Public Works shall allow Gilliatte to block and restrict from general public usage the north/south alley west of the Construction Site as well as the future parking lane and the sidewalk east of the property and directly adjacent to the Construction Site. Gilliatte shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.
3. Gilliatte shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D), and must be approved by the City Engineering Department.
4. Gilliatte shall also be solely responsible for any and all costs associated with any non-scheduled outages of the BDU system which might occur as a result of work done in conjunction with the construction site.
5. Gilliatte shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Traffic Division at all requested points for permanent signage replacement, which will be performed by the Traffic Division.
6. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
8. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
9. Gilliatte agrees to release, hold harmless and forever indemnify the City of Bloomington, Indiana, its Engineering and Public Works Departments, its Board of Public Works and its employees, officers and agents from any and all claims or causes of action that may arise from personal injury, property damage, and /or any other type of claim which may arise from Gilliatte's activities, whether such claims may be brought by the City of Bloomington or by any third party.
10. Any and all closures of the travel lanes will require a one week advance notice to the City Engineering Department, the city transit service and emergency services.
11. Prior to beginning any work, Gilliatte shall provide the City Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.
12. Gilliatte shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.
13. Tom Ritman, President of Gilliatte General Contractors, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington
Department of Public Works

Gilliatte General Contractors

By: _____
Susie Johnson, Director

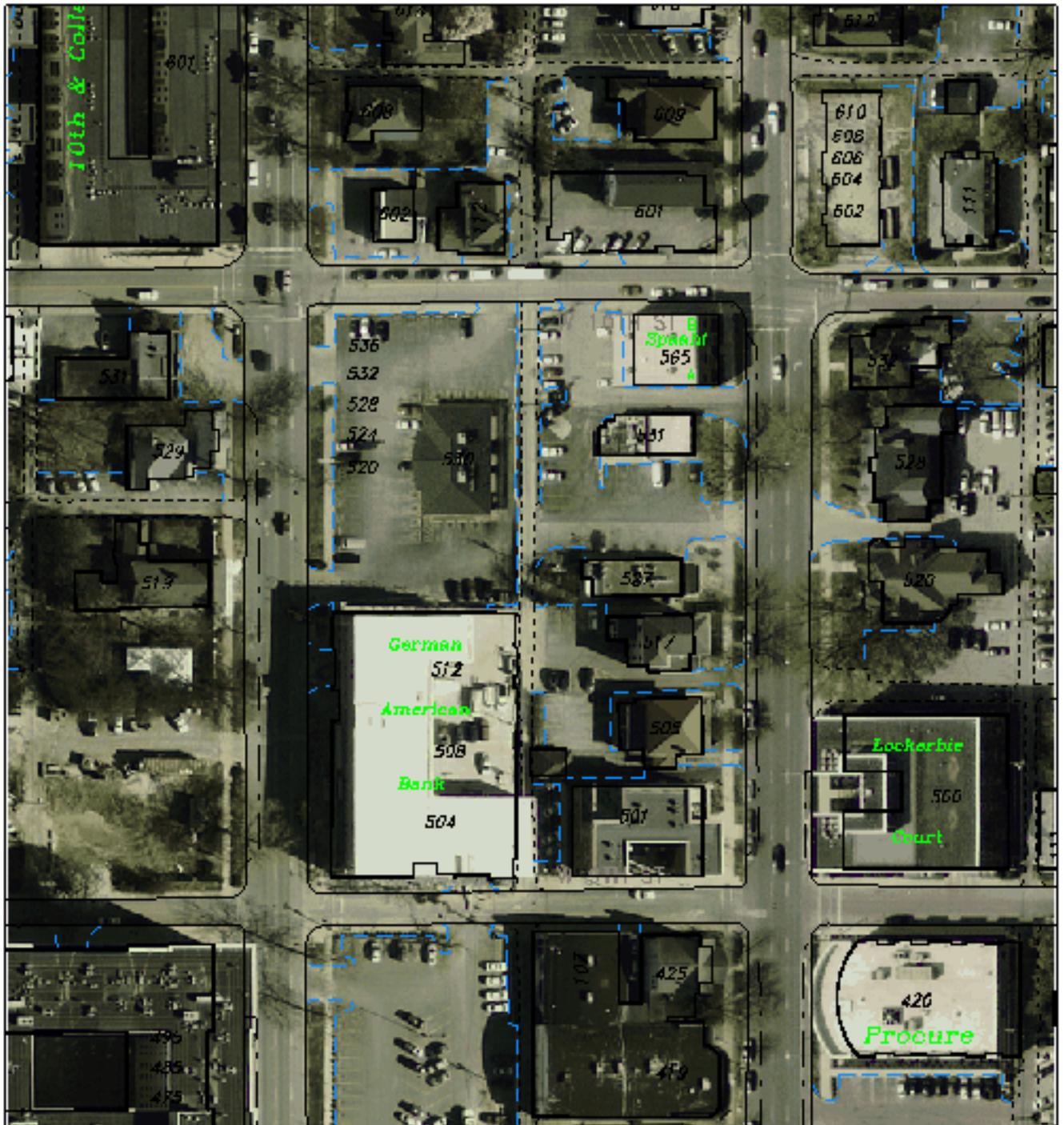
By: _____
Tom Ritman, President

Date: _____

Date: _____

By: _____
Mark Kruzan, Mayor

Date: _____





Board of Public Works Staff Report

Project/Event: Request to amend the agreement with Gentry South to include sanitation services

Staff Representative: Rick Alexander

Petitioner/Representative: Tim Deckard

Date: April 1, 2014

Report: Gentry South is located on the east side of South Smith Road at Fenbrook and includes Roman's Way, Sara Court, South Mary Beth Drive as well as Fenbrook Lane. This development is nearing completion and there is a hold harmless agreement that allows the Street Department to remove snow and ice from the streets but sanitation services were never included. Now, the residents would like to have that service available to them as well.

Recommendation and Supporting Justification: The developer, Tim Deckard, welcomes this amendment to the agreement. His new residents have requested the inclusion of the service. An amended agreement has been prepared by our legal department staff. The developer anticipates that they will turn the streets over to the city this fall. Staff recommends approval of the modified agreement.

Recommend **Approval** **Denial** by _____

**AMENDED AGREEMENT BETWEEN
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
TIM DECKARD
REGARDING SNOW AND ICE REMOVAL**

WHEREAS, Tim Deckard ("Deckard") developed the neighborhood called Gentry South in the City of Bloomington ("City"); and,

WHEREAS, in the course of developing Gentry South, Deckard constructed streets which may eventually be accepted and taken over by the City, but at present, such streets remain privately held by Deckard; and,

WHEREAS, the City, acting through its Board of Public Works, generally does not accept street or alleys in new developments until at least Eighty Per Cent (80%) of construction has been completed; and,

WHEREAS, less than Eighty Per Cent (80%) of Gentry South construction has been completed at this time; and,

WHEREAS, the City has evaluated the development now in place along these streets and has determined that the degree of completion of the development, the nature of the street construction, and other factors considered make it feasible to provide sanitation and snow and ice removal services, even though the streets or alleys have not and will not yet be accepted by the City; and,

WHEREAS, until such time as these streets are accepted by the City, the residents along these streets desire to receive sanitation collection and snow and ice removal as necessary, all such services to be performed by the City; and,

WHEREAS, in order to provide these services, the City must drive large trucks and other similar vehicles onto these privately-held streets, and may spread salt mixtures and/or other materials to aid in snow control; and

WHEREAS, Deckard and the City agree that the provision of the described services by the City is in the best interest of all parties concerned;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and in consideration of the mutual benefits which will accrue to each of the parties to this Agreement and to the City residents and taxpayers of Gentry South, Deckard and the City have agreed and do hereby agree, as follows:

1 Deckard grants permission to the City and its employees to enter upon its private streets with vehicles, equipment, and materials deemed appropriate and necessary by the City in order to perform sanitation collection and snow and ice removal.

2 Beginning immediately upon the execution of this Agreement, the City shall provide sanitation collection and snow and ice removal for residents living only along the streets in Gentry South as shown on the map attached hereto and incorporated herein by reference as Exhibit A.

3 When Deckard sufficiently completes a road or alley to the satisfaction of city inspectors, and services are requested, the City may add that road or alley to this Agreement and Exhibit A by

addendum.

4 When Eighty Per Cent (80%) of the homes on the streets and alleys in Exhibit A have been constructed, the city will consider acceptance of the streets and alleys.

5 Deckard shall release, hold harmless and indemnify the City, its officers, agents and employees, from any and all claims or causes of action which may arise as a result of the City's activities necessary or related to providing sanitation collection and snow and ice removal. This includes, but is not limited to, damage to any finished or unfinished streets which results from City vehicles traveling upon them, or using salt mixtures or other materials deemed necessary and appropriate by the City for snow and ice control.

6 The City may elect to terminate the services under this Agreement at any time, upon notice to Deckard.

7 The City shall not be obligated to provide services if it cannot access the streets and alley due to construction equipment blocking any part therein.

8 This Agreement shall in no way be construed as acceptance or promise of acceptance by the City of the streets described herein. This Agreement shall not create any responsibility of the City to maintain these streets or to provide any services other than those specifically described in this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

CITY OF BLOOMINGTON

Board of Public Works

Tim Deckard

Charlotte Zietlow

Frank N. Hrisomalos

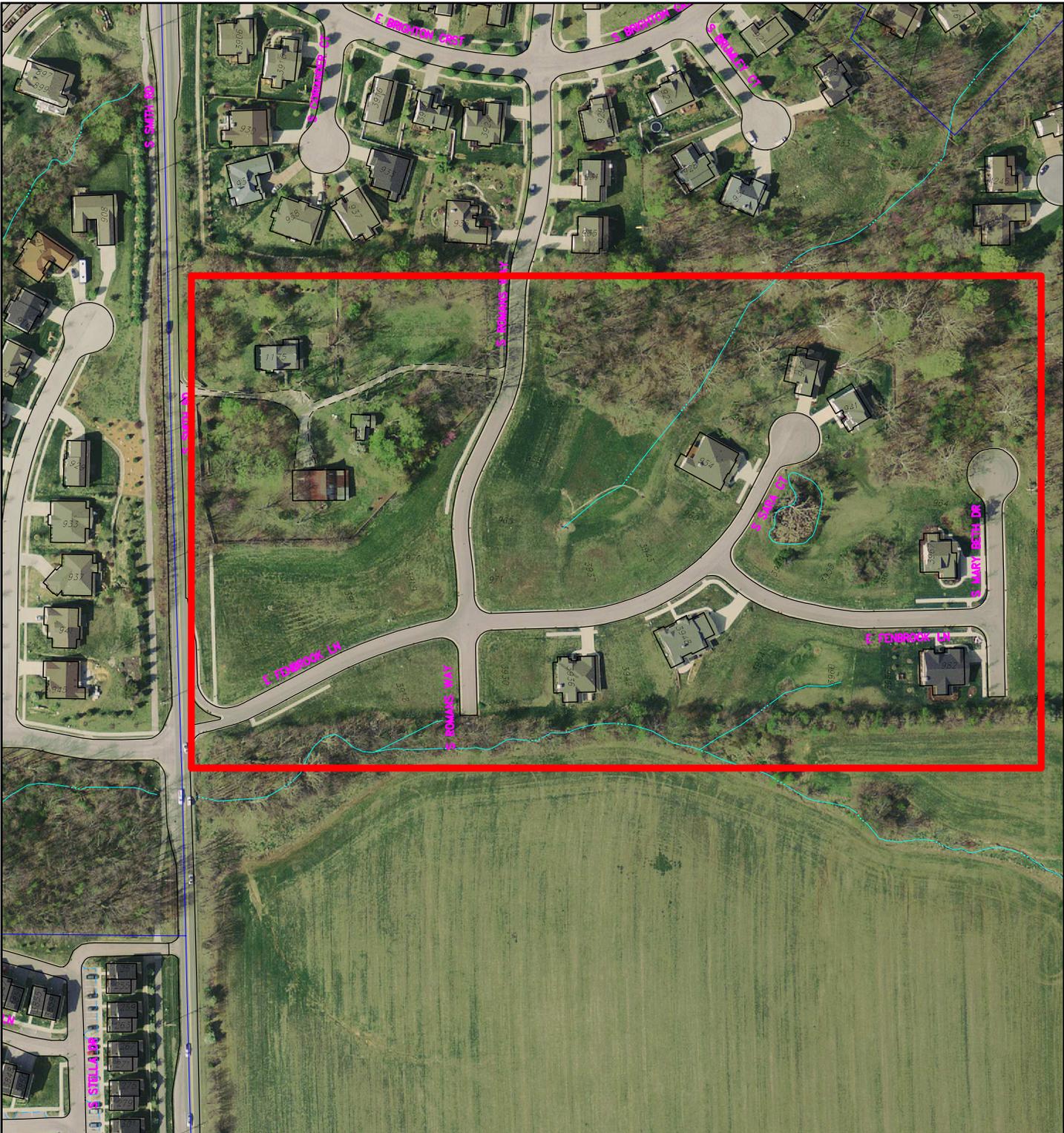
Date:_____

James McNamara

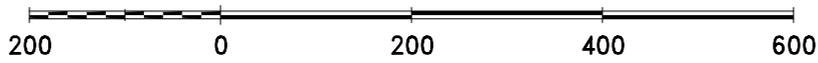
Date:_____

Mark Kruzan, Mayor

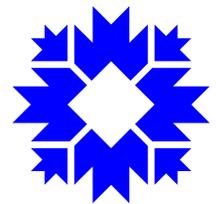
Date:_____



By: smithc
4 Apr 14



City of Bloomington
Public Works



Scale: 1" = 200'

For reference only; map information NOT warranted.



City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS STAFF REPORT

Meeting Date: April 8, 2014

Subject: The Bloomington Housing Authority Family Night Out

Report: The Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets on Friday, June 6, 2014 from 2:00 p.m. to 8:00 p.m. to host a Family Night Out for the Crestmont neighborhood, which will include live music, games and other carnival-type activities. They are anticipating up to 400 residents attending. Organizers are also requesting a Noise Permit for the event.

Recommendation: Approval

RESOLUTION 2014-19
BLOOMINGTON HOUSING AUTHORITY FAMILY NIGHT OUT

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Bloomington Housing Authority, hereinafter "BHA" is sponsoring a gathering that will be open and free to the general public to be known as Bloomington Housing Authority Family Night Out, and

WHEREAS, BHA is requesting that they be allowed to close a section of N. Summit Street during the event so that families may safely cross the street while participating in the events;

WHEREAS, the Board of Public Works supports events which allow the community to have a safe and supervised celebration; and

WHEREAS, BHA has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Summit Street from N. Monroe Street to W. 13th Street will be temporarily closed to traffic and parking from 2:00 p.m. to 8:00 p.m. on Friday, the 6th day of June, 2014.
2. That the street closure outlined above is for the purposes of allowing BHA to provide a Family Night Out of high quality that is beneficial to the community from 3:00 p.m. to 7:00 p.m. on Friday, June 6, 2014.
3. That artists and vendors who have not received explicit authorization from BHA to participate in the Bloomington Housing Authority Family Night Out will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That BHA shall post "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
5. That BHA shall be responsible for placement and removal of barricades. BHA is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. BHA agrees to obtain at its own expense and place barricades to close the street, not before 3:00 p.m. on Friday, June 6th, 2014 and to remove barricades by 8:00 p.m. on Friday, June 6th, 2014.
6. That BHA will be responsible for removing all trash, picking up litter including cigarette

RESOLUTION 2014-19

butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 8 p.m. on Friday, June 6th, 2014.

7. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. BHA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
9. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
10. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions in this Resolution 2014-19 are acceptable and agreed to this _____ day of _____, 2014.

BHA

Signature

Printed Name & Position

RESOLUTION 2014-19

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, BLOOMINGTON HOUSING AUTHORITY, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically N. Summit Street from W. 13th Street to N. Monroe Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Bloomington Housing Authority Family Fun Night, on RELEASEE'S property with set up beginning at 3:00 p.m. on Friday, June 6, 2014, and with tear down and clean up ending by 8:00 p.m., and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

RELEASOR

RELEASEE

Bloomington Housing Authority

Board of Public Works Officer

RESOLUTION 2014-19



Board of Public Works Staff Report

Project/Event: Bloomington Cycling Grand Prix

Petitioner/Representative: TrueSport.com, Inc.

Staff Representative: Miah

Meeting Date: April 8, 2014

Report: This is the 13th year for this downtown bike race which will happen late afternoon and early evening on Saturday, August 9, 2014. The event supports the Bloomington Boys and Girls Club.

A noise waiver is included in this resolution.

The organizers anticipate approximately 200 riders.

Staff recommends approval.

Recommend **Approval** **Denial by** Miah Michaelson

RESOLUTION 2014-20
BLOOMINGTON CYCLING GRAND PRIX

WHEREAS, The Board of Public Works is empowered by I.C. 36-9-2 to supervise city streets; and

WHEREAS, TrueSport.com, Inc., a local cycling club, is desirous of using E. Kirkwood Avenue between N. Grant Street and N. Indiana Avenue, N. Indiana Avenue between E. Kirkwood Avenue and E. 7th Street, E. 7th Street between N. Indiana Avenue and N. Dunn Street, N. Dunn Street between E. 7th Street and E. 6th Street, E. 6th Street between N. Dunn Street and N. Grant Street and N. Grant Street between E. 6th Street and N. Kirkwood Avenue for a bicycle race; and

WHEREAS, TrueSport.com has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that E. Kirkwood Avenue between N. Grant Street and N. Indiana Avenue, N. Indiana Avenue between E. Kirkwood Avenue and E. 7th Street, E. 7th Street between N. Indiana Avenue and N. Dunn Street, N. Dunn Street between E. 7th Street and E. 6th Street, E. 6th Street between N. Dunn Street and N. Grant Street and N. Grant Street between E. 6th Street and N. Kirkwood Avenue will be temporarily closed to traffic and parking from 2:00 p.m. to 9:00 p.m. on Saturday, the 9th day of August, 2014.
2. That the street closure outlined above is for the purposes of allowing TrueSport.com to provide a cycling race of high quality that is beneficial to the community from 3:00 p.m. to 8:00 p.m. on Saturday, the 9th day of August, 2014.
3. That artists and vendors who have not received explicit authorization from TrueSport.com participate in the Bloomington Cycling Grand Prix will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That TrueSport.com shall post "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
5. That TrueSport.com shall be responsible for placement and removal of barricades. TrueSport.com is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades.

TrueSport.com agrees to obtain at its own expense and place barricades to close the street, not before 2:00 p.m. on Saturday, August 9th, 2014 and to remove barricades by 9:00 p.m. on Saturday, August 9th, 2014.

6. That TrueSport.com will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 9 p.m. on Saturday, August 9th, 2014.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. TrueSport.com shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
9. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
10. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions in this Resolution 2014-20 are acceptable and agreed to this _____ day of _____, 2014.

TRUESPORT.COM

Signature

Printed Name & Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, TRUESPORT.COM, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically E. Kirkwood Avenue between N. Grant Street and N. Indiana Avenue, N. Indiana Avenue between E. Kirkwood Avenue and E. 7th Street, E. 7th Street between N. Indiana Avenue and N. Dunn Street, N. Dunn Street between E. 7th Street and E. 6th Street, E. 6th Street between N. Dunn Street and N. Grant Street and N. Grant Street between E. 6th Street and N. Kirkwood Avenue and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Bloomington Cycling Grant Prix, on RELEASEE'S property with set up beginning at 2:00 p.m. on Saturday, August 9th, 2014, and with tear down and clean up ending by 9:00 p.m., and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

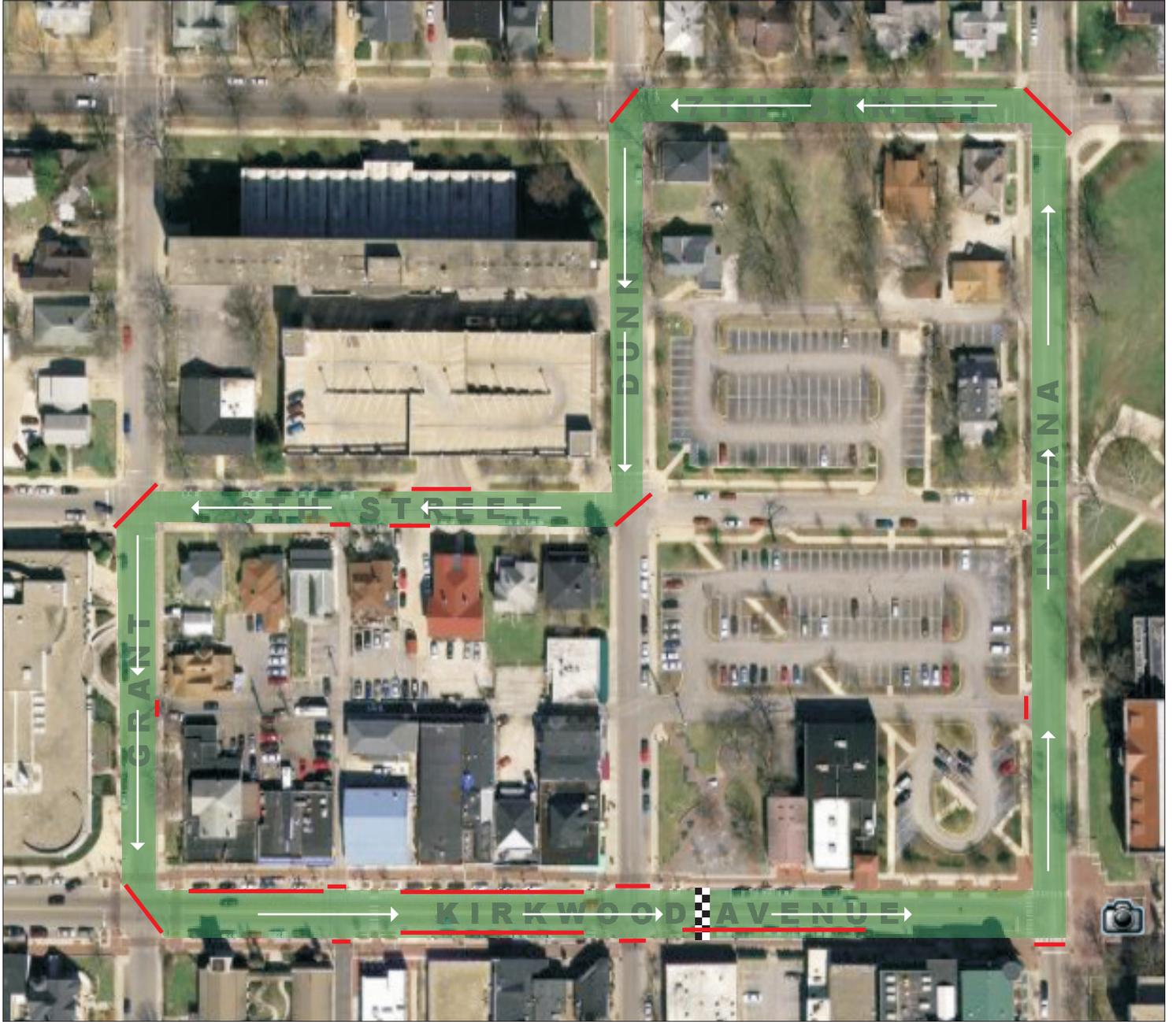
THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

RELEASOR

RELEASEE

TrueSport.com

Board of Public Works Officer





Board of Public Works Staff Report

Project/Event: IU Dance Marathon's Kirkwood Rockin' for Riley

Petitioner/Representative: Indiana University Dance Marathon

Staff Representative: Miah

Meeting Date: April 8, 2014

IU Dance Marathon is a student organization that sponsors a fundraiser each year on campus to raise funds for Riley Children's Hospital.

IU Dance Marathon is requesting permission to hold their downtown event, Kirkwood Rockin' for Riley, on Labor Day, Monday September 1 on Kirkwood Avenue between Dunn Street and Indiana Avenue. The street closure would be between the hours of 11:00 a.m. and 9:00 p.m., with the actual event between the hours of 1:00 and 8:00 p.m. Rockin' for Riley will feature games, live music and other activities for Riley families and their attendees. A noise permit is also included in the request.

Adjacent businesses have been notified of the proposed street closure.

Recommendation and Supporting Justification: Staff supports the request.

Recommend **Approval** **Denial by** Miah

RESOLUTION 2014-21
INDIANA UNIVERSITY DANCE MARATHON KIRKWOOD'S ROCKIN' 4 RILEY

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Indiana University Dance Marathon (IUDM) sponsors a Dance Marathon each year on the campus of Indiana University as a fund raiser for Riley Hospital for Children, and throughout the year they sponsor other activities to raise funds to support that cause; and

WHEREAS, IUDM is desirous of using E. Kirkwood Avenue between Indiana Avenue and Dunn Street to hold a fundraiser known as Kirkwood's Rockin' 4 Riley to benefit Riley Hospital for Children, on Monday, September 1, 2014; and

WHEREAS, the Board of Public Works supports events which allow the community to have a safe and supervised celebration; and

WHEREAS, IUDM has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that E. Kirkwood Avenue between Indiana Avenue and Dunn Street will be temporarily closed to traffic and parking from 11:00 a.m. to 9:00 p.m. on Monday, the 1st day of September, 2014.
2. That the street closure outlined above is for the purposes of allowing IUDM to provide a Rockin' 4 Riley event of high quality that is beneficial to the community from 1:00 p.m. to 8:00 p.m. on Monday, September 1, 2014.
3. That artists and vendors who have not received explicit authorization from IUDM to participate in the Kirkwood's Rockin' 4 Riley will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That IUDM shall post "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
5. That IUDM shall be responsible for placement and removal of barricades. IUDM is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. IUDM agrees to obtain at its own expense and place barricades to close the street, not before 11:00 a.m. on Monday, September 1st, 2014 and to remove barricades by 9:00 p.m. on Monday, September 1st, 2014.

Resolution 2014-21

6. That IUDM will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 9 p.m. on Monday, September 1st, 2014.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. IUDM shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
9. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
10. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions in this Resolution 2014-21 are acceptable and agreed to this _____ day of _____, 2014.

INDIANA UNIVERSITY DANCE MARATHON

Signature

Printed Name & Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Indiana University Dance Marathon, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically Kirkwood Avenue between Indiana Avenue and Dunn Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring Kirkwood's Rockin' for Riley, on RELEASEE'S property with set up beginning at 11:00 a.m., teardown ending by 9:00 p.m. on Monday, September 1, 2014; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility and to acquire related and professionally determined insurance coverage as to the described use of the facilities and public property and therefore hold RELEASEE defended, harmless, and indemnified regarding the RELEASOR'S and public's use of the facilities and premises and any claims arising from and regarding RELEASOR'S alleged acts or omissions creating a legal liability for damages as to RELEASOR or as to RELEASEE.

THEREFORE, in consideration for the permission hereby granted use of the property of RELEASEE for said event and the above recitals incorporated as terms of this agreement, the RELEASOR by its undersigned agent, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume responsibility for bodily and personal injuries and expenses, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of RELEASOR'S negligent act or acts or failure to act or that of RELEASOR'S employees or agents is using RELEASEE'S property as described above, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of the RELEASOR'S negligence in using RELEASEE'S property for said event, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

This agreement shall be liberally applied and construed to fulfill its purposes herein expressed to thereby include and provide insurance coverage for any tort claim liability of RELEASEE allegedly caused by the acts of omissions of RELEASOR in sponsoring said fundraiser.

THE PARTIES, INTENDING TO BE BOUND HEREBY, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on the dates indicated below.

RELEASOR

RELEASEE

Indiana University Dance Marathon

Board of Public Works Officer

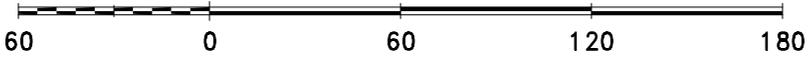
Date

Date

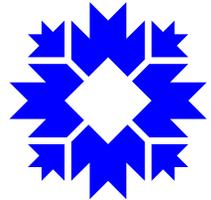
Resolution 2014-21



By: smithc
31 May 13



City of Bloomington
Public Works



Scale: 1" = 60'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Kali Ma Fire Dancers

Petitioner/Representative: Monroe County Public Library

Staff Representative: Miah Michaelsen

Meeting Date: April 8, 2014

Monroe County Public Library's Children's Services division is requesting to close N. Grant St. mid-block between north of the alley to E. 6th Street from 5:30 p.m. 8:30 p.m. on Thursday, June 5th, 2014 to host a performance of *Where the Wild Things Are* by the Kali Ma Fire Dancers. The actual program will run from 7:00-7:45 p.m.

Because the event will be utilizing a P.A. system and amplifiers, they are also requesting a noise permit. They have support from the owner of Pygmalion's, Big Woods Brewing Company (owners of new restaurant Quaff On) and adjacent residents.

Staff is supportive of this request.

Recommend **Approval** **Denial** by Miah Michaelsen

RESOLUTION 2014-22

MONROE COUNTY PUBLIC LIBRARY – KALI MA FIRE DANCERS

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, the City has committed itself to promoting Bloomington arts and cultural organizations and events; and

WHEREAS, the Monroe County Public Library (MCPL) is desirous of using the portion of Grant Street between the north side of the mid-block alley and E. 6th Street to host a performance by the Kali Ma Fire Dancers; and

WHEREAS, MCPL has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 5:30 p.m. to 8:30 p.m. on Thursday, the 5th of June, 2014, so that MCPL can have control over the streets for the purposes of providing a dance performance of high quality that is mutually beneficial to the arts and the community; and

WHEREAS, MCPL has agreed to indemnify and to hold harmless the City of Bloomington, City of Bloomington Board of Public Works or any of their agents or employees for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and has agreed to provide the City with a Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Grant Street from the north side of the mid-block alley and E. 6th Street shall be temporarily closed to traffic and parking, beginning at 5:30 p.m. to 8:30 p.m. on Thursday, June 5, 2014 for the purpose of providing entertainment including music and dance for the general public from 7:00 p.m. to 7:45 p.m. on Thursday, June 5, 2014.
2. That MCPL shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That MCPL shall be responsible for placement and removal of barricades. MCPL is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. MCPL agrees to obtain at its own expense and place barricades to close the street, not before 5:30 p.m. and to remove barricades by 8:30 p.m. on Thursday, June 5, 2014.
4. The sponsors will be responsible for removing all trash that is a result of the event, to pick up

RESOLUTION 2014-22

litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by 8:30 p.m. on Thursday, June 5, 2014.

5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 5:30 p.m. and 8:30 p.m. on Thursday, June 5, 2014.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

MCPL

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, MONROE COUNTY PUBLIC LIBRARY, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the portion of Grant Street between the north side of the mid-block alley and E. 6th Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Kali Ma Fire Dancers, on RELEASEE's property with set up beginning at 5:30 p.m. and teardown ending by 8:30 p.m. on Thursday, June 5th, 2014; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

RELEASOR

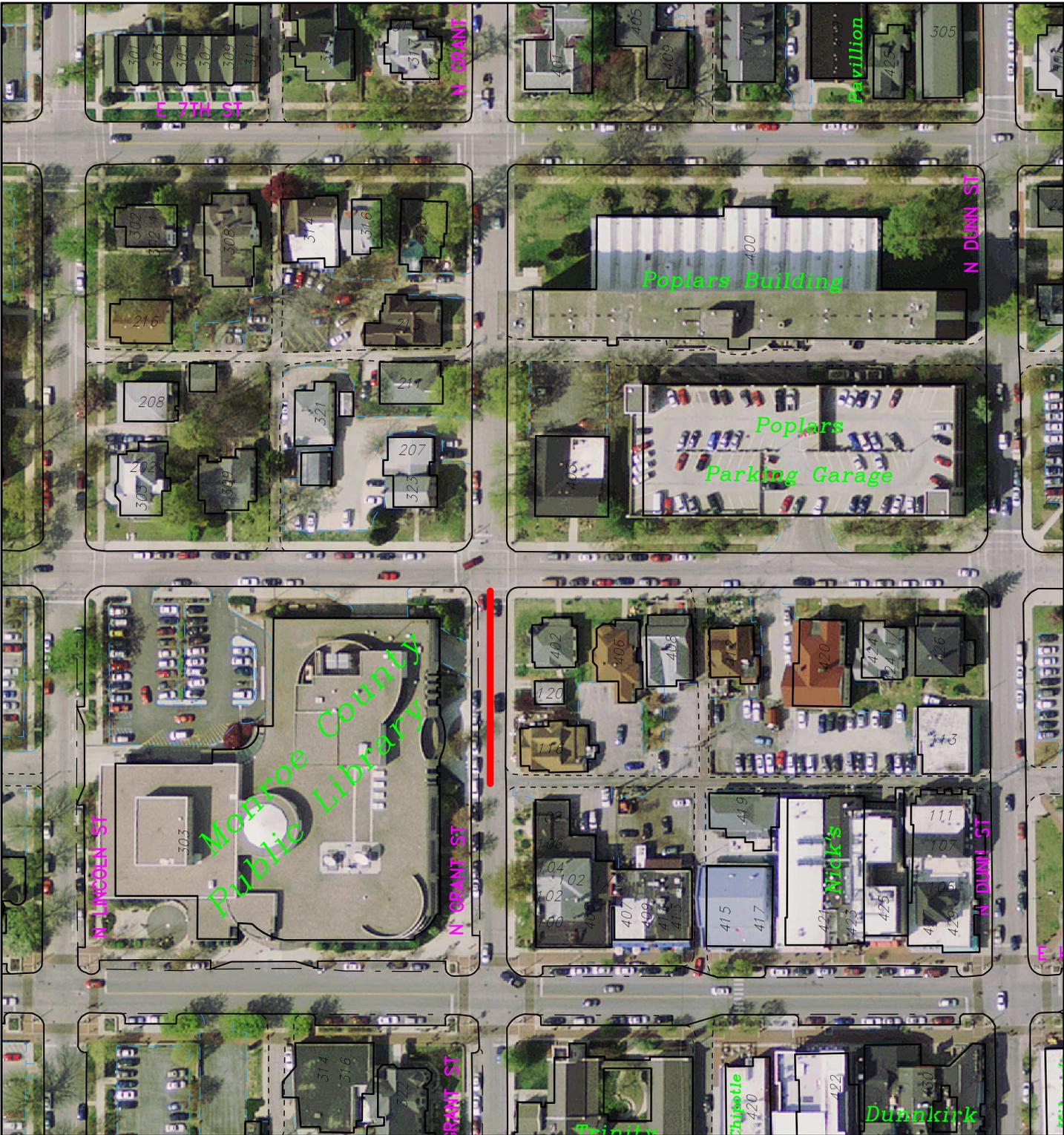
RELEASEE

Monroe County Public Library

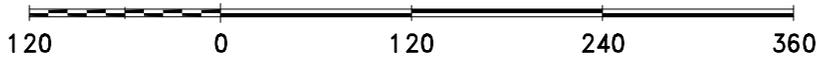
Board of Public Works Officer

Date

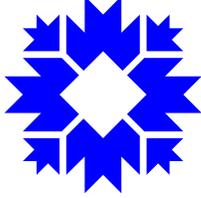
Date



By: smithc
3 Apr 14



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Noise Permit for Walk to End Alzheimer's

Petitioner/Representative: Alzheimer's Association

Staff Representative: Miah

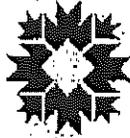
Meeting Date: April 8, 2014

Report: The Alzheimer's Association is requesting a Noise Permit from 9:00 a.m. – 5:00 p.m. on Saturday, September 13, 2014 for their Walk to End Alzheimer's event which will take place in Bryan Park.

Parks and Rec has given permission to use the park pending approval of this Noise Permit request.

Recommendation and Supporting Justification: Charity event open to the general public.

Recommend **Approval** **Denial** Miah Michaelsen



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404

CITY OF BLOOMINGTON 812-349-3418

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Type or Name of Event:	Walk to End Alzheimer's				
Location of Event:	Bryan Park				
Date of Event:	09.13.14	Time of Event:	Start: 7am	End: 5pm	
Description of Noise:	music played via DJ				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Other:	
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

music will begin @ 9am

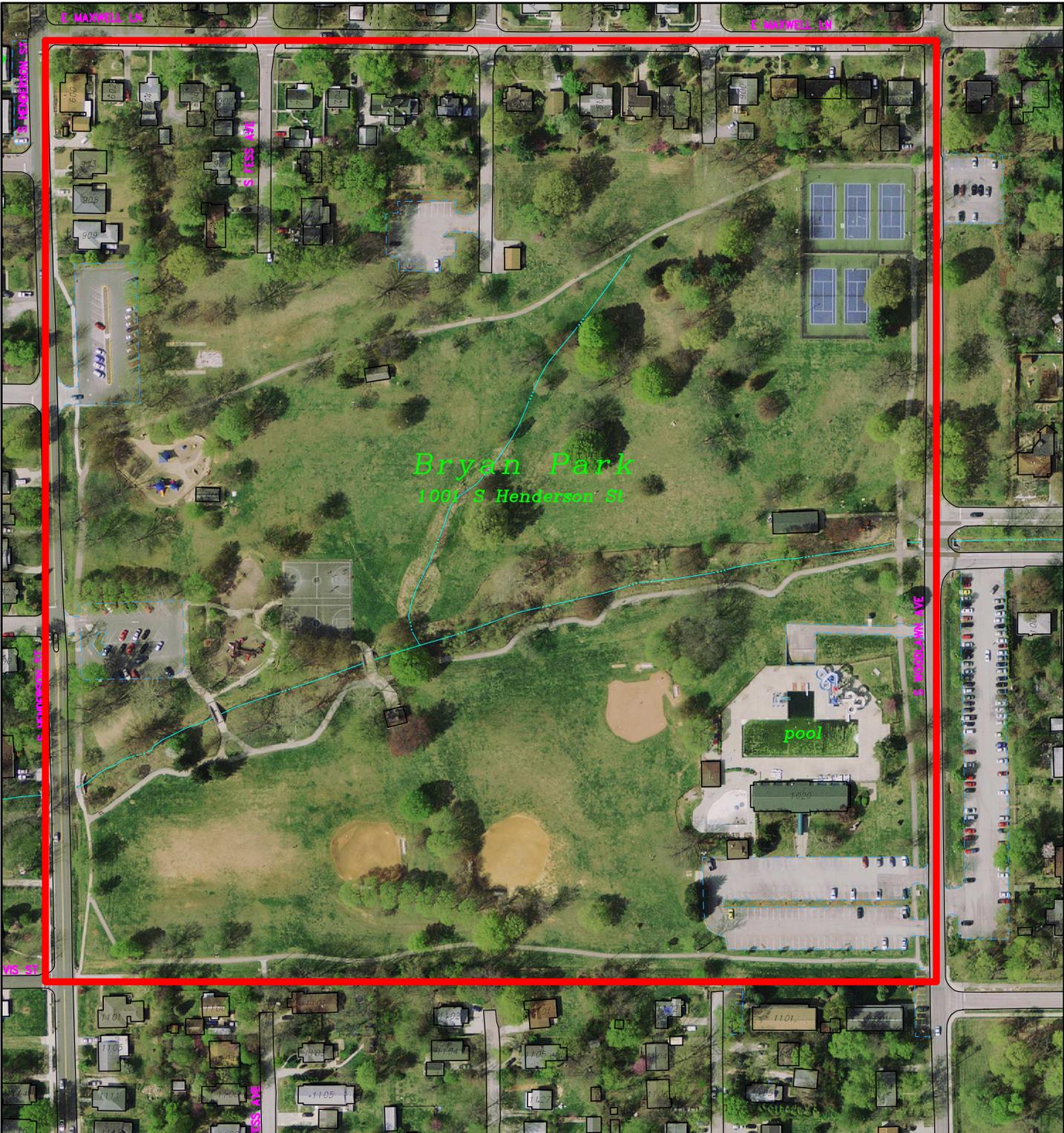
Applicant Information

Name:	Amber Michel				
Organization:	Alzheimer's Association Title: Director WTEA				
Physical Address:	50 E. 91st St, Suite 100				
Email Address:	amichel@alz.org	Phone Number:	800-272-3900		
Signature:	Amber Michel	Date:	03.21.13		

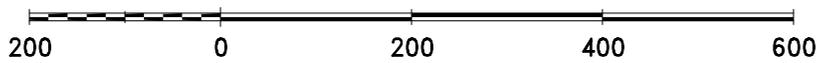
FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waives the City Noise Ordinance for the above mentioned event.

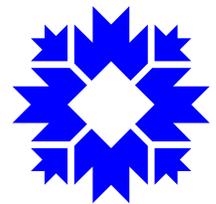
BOARD OF PUBLIC WORKS	
Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos



By: smithc
3 Apr 14



City of Bloomington
Public Works



Scale: 1" = 200'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Nicholas Pecenica – Mystik Mocha

Staff Representative: Jason

Meeting Date: April 8, 2014

Nicholas Pecenica has applied for a Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck/van selling coffee, tea, coffee specialty drinks, lattes, mochas, and prepackaged food.

This application is for one year.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Jason Carnes

RESOLUTION 2014-23
Itinerant Merchant Food Vendor in Public Right of Way
Nicholas Pecenica – Mystik Mocha

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Chad Sutor (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City, April _____, 2014 thru April _____, 2015.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
 - a) From the north side of Country Club Road to the south side of Dodds Street;
 - b) From the north side of 2nd Street to the south side of 3rd Street; and
 - c) From the north side of 4th Street to the south side of 6th Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
 - a) City of Bloomington Farmers’ Market;
 - b) City of Bloomington Holiday Market;
 - c) The Taste of Bloomington;

RESOLUTION 2014-23

- d) Lotus World Music and Arts Festival;
 - e) The Fourth Street Festival;
 - f) Arts Fair on the Square;
 - g) Strawberry Festival;
 - h) Canopy of Lights;
 - i) Fourth of July Parade; and
 - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
 12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
 13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-23 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Nicholas Pecenica

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License:	<input type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

Applicant Information

Name:	Nicholas Pecenica				
Title:	Owner	Date of Birth:	7-24-1988		
Physical Address:	2434 S. Burberry Ln.				
City, State, Zip:	Bloomington, Indiana 47401				
E-Mail Address:	nickpecenica@gmail.com				
Phone Number:	219-613-8620	Mobile Phone:			

Corporate Contact Information

Name of Employer:	Mystik Enterprises, LLC d.b.a Mystik Mocha				
Physical Address of Employer:	Food van. Commissary at 300 E. 3rd St.				
City, State, Zip:	Bloomington, Indiana 47401				
Phone Number of Employer:					
Employer is a:	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Firm	Limited Liability Corporation	Corporation	Partnership	Sole Proprietor

Description of product or service to be sold and any equipment to be used (You may attach additional information as needed):

Coffee, tea, and coffee based specialty drinks. Lattes and mochas. Prepackaged food.

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

Utility van with sink and counters.

License Plate Number: _____ Vehicle Identification Number (VIN): 1FTRE14W56D

Please attach two (2) pictures of the vehicle and trailer.

You Must Obtain the Following:

- Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

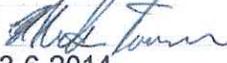
You May Need To Obtain and Provide the Following (Staff will advise):

- If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit and a Certified Food Handler Certificate.
- If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
- If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
- If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	Nicholas Pecenica
Signature:	
Date Release Signed:	3-6-2014

Mobile
Food Service Establishment
Monroe County Health Department

Bloomington, IN 47404-3989
812-349-2542

MYSTIK MOBILE (DBA)
2434 S. BURBERRY LN.
BLOOMINGTON, IN 47401

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued MAR 05 2014

By *James W. Magno*

2014

Expires 01/31/15

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: Resolution 2014-24: Request to Encroach into Public Right of Way with Monitoring Well at 217 N. Madison Street

Petitioner/Representative: Rudy Fields, Fields Environmental, Inc.

Staff Representative: Roy Aten

Date: 04/08/2014

Report: Fields Environmental is conducting a pro-longed groundwater assessment in the vicinity of the old Select Cleaners property located at 415 West 7th Street. A portion of the assessment involves the installation of a number of groundwater monitoring wells in and around the property. Due to existing infrastructure, one well was not able to be installed on private property and the petitioner has requested permission to have it installed within the public right-of-way. A right-of-way permit was issued and the well was installed on March 10th, 2014. A condition of that permit was that the permittee would request the approval of a right to encroach agreement from the Board of Public Works.

Recommendation and Supporting Justification: Staff has reviewed the proposal and recommends that the Board approve the encroachment resolution. The petitioner has agreed to remove the well when it is no longer needed and to restore the existing pavement to its original condition.

Recommend Approval Denial by

A handwritten signature in black ink, appearing to be "Roy Aten", written over a horizontal line.

BOARD OF PUBLIC WORKS
RESOLUTION 2014-24
Encroachments at 217 North Madison Street

WHEREAS, Fields Environmental, Inc., (“Owner”) is an active for-profit domestic corporation engaged in environmental assessments in the State of Indiana; and

WHEREAS, the Owner intends to monitor the groundwater in the vicinity of the 217 North Madison Street ; and

WHEREAS, the Owner’s intends to install a monitor well to obtain ground water samples; and

WHEREAS, the City of Bloomington has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks; and

WHEREAS, Owner has agreed to execute the “Release, Hold Harmless and Indemnification Agreement”, which is attached hereto and made a part hereof, regarding the use of the City of Bloomington’s property.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against the Owner for the installation of the groundwater monitoring well that:

1. Owner may install, use and maintain a groundwater monitoring well that is less than two feet wide by two feet long to a depth of fifteen feet and capped with a metal lid and concrete. .
2. Owner agrees to maintain the monitoring well and to keep it safe and attractive.
3. Owner agrees to remove the well and restore the existing pavement when the well is no longer needed.
4. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statue that may apply to the property.
5. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachments are undesirable in terms of the general welfare of the City.
6. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment(s) needs to be removed to facilitate City or utility, it will be at the expense of Owner, and the City will not be responsible for any damage which may occur to the monitoring well by City's workers or contractors, or by those of a public utility. Owner will not be compensated for any expense which may be incurred by him.

7. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroachments interfere with the planned public improvements, then the Owner shall remove said encroachments upon notification by the City, without compensation by the City.

8. In the event the Owner sells the business during the term of this authorization, this authorization will continue under the original conditions and be binding on his successor. However, if new owner desires to change the encroachments in any way, the new owner must first return to the Board of Public Works for permission to make any change to the encroachments.

9. By approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

Signed this _____ day of _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

Rudy Fields, President
Fields Environmental, Inc.

James McNamara

Dr. Frank N. Hrisomalos

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Christopher Swanson, who acknowledged the execution of the foregoing instrument this _____ day of 2014.

Witness my hand and official seal.

Notary Public Signature

My commission expires: _____

Printed Name

County of Residence: _____

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION

WHEREAS, Rudy Fields, President of Fields Environmental, Inc. (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the right of way adjacent to the building at 217 North Madison Street which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install a groundwater monitoring well upon RELEASEE'S property; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachments to be placed upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR, and his officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"
Rudy Fields

"RELEASEE"
Board of Public Works

Signature

Officer

Date

Date

Fields Environmental, Inc
Monitoring Well
217 North Madison Street







Fields Environmental, Inc.

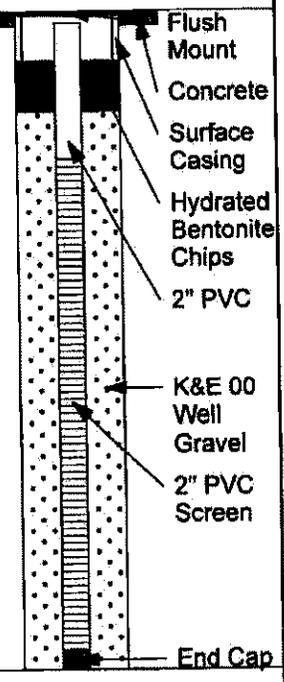
SOIL BORING LOG / WELL COMPLETION DIAGRAM

PAGE: 1 of 1

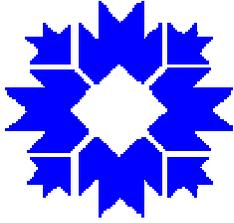
PROJECT: **Select Cleaners**
 PROJECT #: **13-20.01**
 DRILLING CO: **Terra Sonic**
 DRILLER: **Larry Yancey**
 DRILL RIG - METHOD: **Sonic**
 LOGGED BY: **Rudy Fields, LPG**

DATE - START / FINISH: **3-10-14 / 3-10-14**
 ELEV. - GROUND / TOC:
 BORING #: **S-7**
 WELL #: **SMW-6**
 TOTAL DEPTH: **13'**
 PID / FID **HNu - P101**

DEPTH	REC. %	LITHOLOGY	SAMPLE	FID (ppm)	PID (ppm)	SOIL DESCRIPTION (REMARKS)
0	100%	Asphalt		-	0	Asphalt: Hand augered to 6', asphalt cover in street east of Johnson Hardware property.
1	100%	Silt Loam		-	0	Silt Loam: Loose 7.5YR 5/3 brown.
2	100%	Silty Clay Loam	S-7 5'	-	0	Silty Clay Loam: Moist, more compact, no staining, no odor.
3	100%	Limestone Bedrock		-	0	Limestone Bedrock: Hit rock at 5', will drill to 13' then make well at one foot of sand above screen and one foot bentonite. Rock is fractured coarse grain limestone.
4	100%	Limestone Bedrock		-	0	Limestone Bedrock
5	100%	Limestone Bedrock		-	0	Limestone Bedrock
6	100%	Limestone Bedrock		-	0	Limestone Bedrock
7	100%	Limestone Bedrock		-	0	Limestone Bedrock
8	100%	Limestone Bedrock		-	0	Limestone Bedrock
9	100%	Limestone Bedrock		-	0	Limestone Bedrock
10	100%	Limestone Bedrock		-	0	Limestone Bedrock
11	100%	Limestone Bedrock		-	0	Limestone Bedrock
12	100%	Limestone Bedrock		-	0	Limestone Bedrock
13	100%	Limestone Bedrock		-	0	Limestone Bedrock



NOTES: Got clearance from Roy Aten. Will do right-of-way application after the fact. Sample at 5.0' 1530.



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: Board of Public Works
FROM: Vickie Renfrow, City Attorney
RE: 3301 W. Tapp Road – Resolution 14-25
DATE: April 4, 2014

Resolution 14-25 relates to the State of Indiana's need to purchase right-of-way from the City for the I-69 project. The parcel in question is located at 3301 W. Tapp Road (southwest corner of Tapp Road and Highway 37). The State offered \$82,000 for the full take (the entire lot and all improvements) on the basis of an appraisal they obtained. That offer was rejected as too low given the fact that we purchased the property in 2009 for \$99,900, and that the current assessed value of the property is \$103,200. We felt the current assessed value was reasonable for the purchase price given the condition of the improvements, so we counter-offered in that amount. The State then filed for condemnation and the litigation process commenced. The State has since agreed to the payment of \$103,200, with \$1,000 being paid for a right-of-entry to access the property to clear trees and the balance of \$102,200 to be paid in full compensation for the land and improvements.

Indiana Code § 36-1-11-8 provides that the terms of an exchange of property with a governmental entity (e.g., exchange of real property for cash in this case) shall be approved by adoption of a resolution evidencing the terms and conditions of that exchange. Resolution 14-25 includes as an attachment the *Agreed Finding and Judgment*, signed by the State's representatives, which sets out the terms and conditions of the exchange. Once Resolution 14-25 is adopted by the Board of Public Works, the *Agreed Finding and Judgment* will be signed by the City's representative and filed with the Court, and it will be entered as judgment in the case.

RESOLUTION 2014-25
APPROVING AGREED FINDING AND JUDGMENT
IN MONROE CIRCUIT COURT NO. 6
CAUSE NO. 53C06-1402-PL-000255

WHEREAS, the Board of Public Works is authorized by ordinance to act as the chief administrative body for the City of Bloomington; and,

WHEREAS, in its role as chief administrative body, the Board of Public Works acquires, holds and disposes of real property titled to the City of Bloomington, and pursuant to Indiana Code § 36-1-11-8, it is authorized to approve a resolution setting out the terms of an exchange of real property for cash with a governmental entity; and

WHEREAS, the City of Bloomington owns a property located at 3301 W. Tapp Road, and that property is now the subject of litigation in the Monroe Circuit Court filed by the State of Indiana which seeks to purchase the property for right-of-way purposes; and,

WHEREAS, the State of Indiana has tendered an *Agreed Finding and Judgment* document, a copy of which is attached hereto, which authorizes payment of \$102,200 for said property, and the approval of the Board of Public Works is required before that document can be submitted to the Court and entered in final judgment of the case;

NOW, THEREFORE, BE IT RESOLVED

The City of Bloomington Board of Public Works hereby finds and determines that the terms of the *Agreed Finding and Judgment* document presented to this meeting and incorporated in this resolution are in the best interests of the City of Bloomington, and the *Agreed Finding and Judgment* document is hereby approved by the City of Bloomington Board of Public Works. Authorization is hereby granted to the City Attorney to execute the *Agreed Finding and Judgment* document

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 8th day of April, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

4. Plaintiff and Defendant, City of Bloomington, agree: to Plaintiff's appropriation of the real estate described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; that Defendant, City of Bloomington, should recover One Hundred Two Thousand Two Hundred Dollars (\$102,200.00) as total just compensation for the real estate appropriated in this case; and that no other party is entitled to recover any damages due to Plaintiff's acquisition in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that its March 3, 2014 Order of Appropriation entered in this case is CONFIRMED and that Plaintiff, State of Indiana, holds fee simple title to, including all immediate rights of possession, the real estate described in the attached Exhibit "A" and depicted in the attached Exhibit "B."

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendant, City of Bloomington, should recover One Hundred Two Thousand Two Hundred Dollars (\$102,200.00) as total just compensation for the real estate appropriated in this case; that the Plaintiff shall deposit with the Clerk of the Court One Hundred Two Thousand Two Hundred Dollars (\$102,200.00); and that the Clerk of the Court shall, immediately upon receipt of said One Hundred Two Thousand Two Hundred Dollars (\$102,200.00), pay to Defendant, City of Bloomington, One Hundred Two Thousand Two Hundred Dollars (\$102,200.00), by sending a check, made payable to City of Bloomington, by **certified mail**, to Vickie R. Renfrow, City Attorney, 401 N. Morton Street, Suite 220, Bloomington, Indiana 47402, in full satisfaction of this judgment and any and all of the Defendant's claims in this case.

IT IS FURTHER ORDERED by the Court that the Clerk of this Court shall promptly send a certified copy of this Agreed Finding and Judgment to the Auditor and Recorder of Monroe County, Indiana; that the Auditor shall remove the above-described fee simple interest in real estate from the tax records and rolls of Monroe County, Indiana and cancel all 2014 and subsequent years' taxes thereon; that the Auditor shall submit evidence of this removal from the tax records by United States mail to Plaintiff's attorney, Yasmin L. Stump, at: Yasmin L. Stump Law Group, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032; that the Recorder shall, pursuant to IC 8-23-7-31 and without payment of fee, record the transfer of the above-described real estate; and that the Recorder shall submit evidence of that recordation, by United States mail, to Plaintiff's attorney, Yasmin L. Stump, at: Yasmin L. Stump Law Group, PC, Pennwood Office Park, Suite 101, 11495 North Pennsylvania Street, Carmel, Indiana 46032.

AGREED TO AND APPROVED BY:

Vickie R. Renfrow
City Attorney, City of Bloomington
Atty. No. 6374-53

City of Bloomington



Yasmin L. Stump
Attorney for Plaintiff, State of Indiana
Atty. No. 14876-49

Plaintiff, State of Indiana

By: _____
Printed Name: _____
Title: _____

By: 

Michael B. Jett, Director
Real Estate Division
Indiana Department of
Transportation

Date: _____

Copies to:

Yasmin L. Stump
J. Eric Rochford
YASMIN L. STUMP LAW GROUP, PC
Pennwood Office Park, Suite 101
11495 North Pennsylvania Street
Carmel, IN 46032

Vickie Renfrow
City Attorney
401 North Morton Street, Suite 220
Bloomington, IN 47402

Honorable Steven Saulter
Auditor, Monroe County, Indiana
100 West Kirkwood, Suite 209
Bloomington, IN 47404

Honorable Jim Fielder
Recorder, Monroe County, Indiana
100 West Kirkwood Avenue, Rm. 122
Bloomington, IN 47404



Board of Public Works Staff Report

Project/Event: Old 37 & North Dunn Street Design Contract
Addendum #01

Petitioner/Representative: n/a

Staff Representative: Adrian Reid

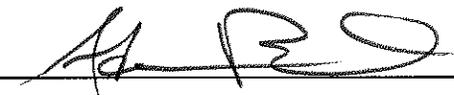
Date: 04/08/2014

Report:

The design contract for Old 37 & North Dunn Street assumed that no historic structures were present on the project. Since that time, we have discovered that one house within the project limits could qualify for the national historic register, but the house is not presently on the register. However, this elevates the environmental documentation required for federal funding in order for the City to pursue a finding of "no adverse effect" from the State Historic Preservation Office. Addendum #01, in the amount of \$10,395, will cover this work for the project's historian.

Recommendation and Supporting Justification: Staff recommends approval this design contract addendum with Eagle Ridge Civil Engineering Services.

Recommend Approval Denial by



PROJECT NAME: North Dunn Street & Old SR 37 Assessment & Design

AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment, entered into this ____ day of _____, 2014, is an Amendment to the Agreement dated **December 20, 2011**, by and between the City of Bloomington Department of Public Works through its **Board of Public Works (“City”)** and **Eagle Ridge Civil Engineering Services, LLC (“Consultant”)**,

WITNESSETH:

WHEREAS, in the course of conducting historic resource coordination for this project, the State Historic Preservation Office has declared that they believe that a private residence on the north side of Old SR 37 should be considered as “eligible” for inclusion in the National Register of Historic Places because it is the family residence of the Milisen family, whose patriarch was a noted contributor in the field of Speech and Hearing care at Indiana University; and,

WHEREAS, based on initial records checks that were performed at the time the project was contracted, it was believed that there were no historic properties present in the project area; and, the Consultant, through a subconsultant, must now perform an increased scope of work in order to complete the environmental document for the project; and,

WHEREAS, this increased work includes additional shovel test probes, additional research on the Milisen House for both eligibility and effects, the preparation of a Historic Property Boundary, additional coordination with Consulting Parties, and the preparation of 800.11(e) documentation instead of 800.11(d) documentation per INDOT and FHWA requirements; and, the Consultant is willing and able to provide these additional services;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Article 1. Scope of Services: Consultant shall provide additional Services for the Board as set forth in Exhibit F, Weintraut & Associates, Inc.’s Letter Proposal and Fee Estimate dated March 19, 2014. The Scope of Services presented in the Agreement remains in effect, and these are additional services.

Article 4. Compensation: The City shall pay Consultant an additional amount including fees and expenses, for these additional services which shall not exceed Ten Thousand, Three Hundred Ninety Five Dollars (\$10,395). The total compensation under the Agreement, as Amended, shall not exceed Two Hundred Twenty One Thousand, Three Hundred Ninety Five Dollars (\$221,395).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

Owner
City of Bloomington Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Charlotte Zietlow, President
Board of Public Works

By: _____
Brock Ridgway, P.E.
Managing Member

Hon. Mark Kruzan, Mayor

Exhibit F - Page 1 of 3

WEINTRAUT & ASSOCIATES, INC.

March 19, 2014

Brock Ridgway
Eagle Ridge Civil Engineering Services, LLC
Avon, Indiana

Re: North Dunn at Old SR 37 Realignment: Aboveground and Phase Ia
Archaeology Section 106 consultation in Bloomington, IN for Adverse Effect finding:
additional services

Dear Mr. Ridgway:

This letter describes additional services and proposes conditions and responsibilities for the Section 106 consultation to be conducted for the above referenced project as defined by map transmitted by email on December 12, 2011 and as by plans transmitted March 7, 2013 and March 9, 2014. The scope has further been modified as a result of consultation with INDOT-CRO via email and telephone on June 25, 2013.

All work will be in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. The proposed investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", recent amendments to the Indiana Historic Preservation Act (IC 14-21-1), and *INDOT's Cultural Resource Manual*. Investigations and recommendations will be accomplished or directly supervised by a qualified professional meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code.

Additional Services for Historic Properties Affected: Adverse Effect Finding:

1. Additional Shovel Text Probes;
2. Additional Research on Milisen House (both for eligibility and then for effects),
3. Prepare Historic Property Boundary & gain concurrence from SHPO,
4. Additional consultation with SHPO and consulting parties, which includes sending the revised plans and suggestions for commitments in the CE,

Exhibit F - Page 2 of 3

5. 800.11(e) documentation instead of 800.11(d) documentation (previously scoped),
6. Prepare cultural resources section of CE.

It is my understanding that Eagle Ridge Civil Engineering already has or will:

1. Provide any updated design files with historic property boundaries drawn for Milisen House and Griffy Lake Historic District and "do not disturb" affixed to the plans where the gate posts are located.

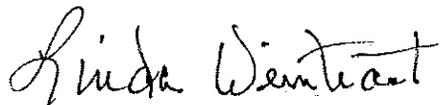
I have further provided line item costs for 1) consulting party meeting, 2) short archaeology report, and 3) Memorandum of Agreement, in the event that these items are necessary.

Further archaeological work and additional investigations, such as a Phase Ic, Phase II or Phase III, (if it is necessary) will be the subject of additional task orders.

Any work not stipulated above will be subject to a contract addendum or additional task order.

As soon as a Notice to Proceed is given and a contract executed, the project will be placed on the schedule of Weintraut & Associates. The timing of this work is weather/seasonal dependent since shovel testing will have to be done.

Best regards,



Dr. Linda Weintraut

Exhibit F - Page 3 of 3

Weintraut & Associates, Inc.
PROJECT COST PROPOSAL_Eagle Ridge Civil Engineering Services, LLC
 Archaeological Phase 1(a): Old SR 37 and North Dunn, Monroe County, Indiana
 Historic Properties Affected: No Adverse Effect - "De Minimis"

March 19, 2014

WORK HOURS BY CLASSIFICATION

ITEM	Principal	Archaeology PI	Historians	Design/ layout	GIS	Tech/ Researcher	Total Hours
Project Organization & Supervision Mapping	10		2				12
Additional Research Consultation with INDOT-CRO	4		20		2		2
SHPO consultation	8		6				20
Additional work for 800.11(e), instead of 800.11(d)	4		24				8
CE preparation for cultural resources	4		2				14
Additional Archaeology Fieldwork & following	0		6		4		28
							6
							11
							0
							0
TOTAL HOURS	30	0	64	0	6	0	101
HOURLY RATES (2013)	\$55.00	\$26.00	\$28.50	\$25.00	\$22.00	\$20.00	
COSTS PER CLASSIFICATION	\$1,650.00	\$0.00	\$1,824.00	\$0.00	\$132.00	\$0.00	\$3,606.00

DIRECT EXPENSES

Mileage (160 mi @ .44 X 2 trips)	\$123.20						
Miscellaneous	\$50.00						
	\$173.20						

ADDITIONAL PROFESSIONAL EXPENSES THAT MAY BE NECESSARY

Archaeology Short Report	\$1,500.00						
Consulting Party Meeting	\$1,500.00						
Memorandum of Agreement	\$2,200.00						

SUMMARY:

DIRECT HOURLY RATE:	\$3,606.00
OVERHEAD (134.29%)	\$4,842.50
SUBTOTAL	\$8,448.50
PROFIT (15%)	\$1,267.27
SUBTOTAL	\$9,715.77
DIRECT EXPENSES	\$173.20
TOTAL	\$9,888.97

Fee Computation Note:

Per contract terms, the work by Subconsultants is invoiced on a Time and Expense basis plus 5% markup.
 This proposal was rounded to \$9,900, then +5% = \$10,395
 Brock Ridgway, P.E., Eagle Ridge Civil Engineering Services, LLC



Board of Public Works Staff Report

Project/Event: Rockport Road Phase II
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 04/08/2014

Report:

The Rockport Road Phase II project is on schedule for construction this year. A couple of items requiring additional design services have surfaced during the course of right-of-way acquisition and design work being conducted by Clark Dietz Engineers.

First, the property owner for one of the parcels suggested that a culvert extension across his property take place of a more expensive retaining wall. After examining the costs, City staff agrees that the culvert extension is more inexpensive to construct and requires less maintenance in the future than a retaining wall. Construction of the culvert requires additional design and an IDEM 401 permit. These two items total \$10,950.

Next, there is a small segment of sanitary sewer in the project limits requiring relocation. This required additional design work by Clark Dietz totaling \$3,900.

The total for amendment #02 of the Rockport Road Phase II design contract is \$14,850. This will be funded using CDBG funds administered by Housing and Neighborhood Development.

Recommendation and Supporting Justification: Staff recommends approval this design contract addendum with Clark Dietz, Inc.

Recommend Approval Denial by

A blue ink signature of Adrian Reid, written over a horizontal line.

INTEROFFICE MEMORANDUM

TO: JACKIE MOORE
FROM: ADRIAN REID
SUBJECT: ROCKPORT ROAD PHASE II DESIGN CONTRACT ADDENDUM #02
DATE: 4/3/2014

The Rockport Road Phase II project is on schedule for construction this year. A couple of items requiring additional design services have surfaced during the course of right-of-way acquisition and design work being conducted by Clark Dietz Engineers.

First, the property owner for one of the parcels suggested that a culvert extension across his property take place of a more expensive retaining wall. After examining the costs, City staff agrees that the culvert extension is more inexpensive to construct and requires less maintenance in the future than a retaining wall. Construction of the culvert requires additional design and an IDEM 401 permit. These two items total \$10,950.

Next, there is a small segment of sanitary sewer in the project limits requiring relocation. This required additional design work by Clark Dietz totaling \$3,900.

The total for amendment #02 of the Rockport Road Phase II design contract is \$14,850. This will be funded using CDBG funds administered by Housing and Neighborhood Development.

Thanks,

Adrian



Board of Public Works Staff Report

Project/Event: Rockport Road Phase II
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 04/08/2014

Report:

The Rockport Road Phase II project is on schedule for construction this year. As is standard for capital projects, the Board's signature on the plan cover sheet is necessary. The plans are complete and we are taking the project to bid letting in April for award in May.

Recommendation and Supporting Justification: Staff recommends signatures on the plan cover sheet.

Recommend Approval Denial by



PROJECT NAME: Rockport Road Reconstruction Phase 2

AMENDMENT #2 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment, entered into this ____ day of _____, 2014, is an Amendment to the Agreement dated **June 18, 2014**, by and between the City of Bloomington Department of Public Works through its **Board of Public Works** (“City”) and **Clark Dietz** (“Consultant”),

WITNESSETH:

WHEREAS, the scope has increased to accommodate a property owner request during the right-of-way acquisition process, resulting in the need for additional drainage design, plan details, and an IDEM Individual 401 Water Quality Permit; and,

WHEREAS, the Board wishes to supplement the original agreement to complete the additional drainage design, and complete and submit an IDEM Individual 401 Water Quality Permit Application.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Article 1. Scope of Services: Consultant shall provide additional Services for the Board as set forth in Exhibit F, Additional Services Task List and Hours Estimate dated March 28, 2014. The Scope of Services presented in the Agreement remains in effect, and these are additional services.

Article 4. Compensation: The City shall pay Consultant an additional amount including fees and expenses, for these additional services which shall not exceed Fourteen Thousand, Eight Hundred Fifty Dollars (\$14,850). The total compensation under the Agreement, as Amended, shall not exceed Two Hundred Eighty-Six Thousand Eight Hundred Seventy Dollars (\$286,870).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to the Agreement to be executed the day and year first written above.

Owner
City of Bloomington Board of Public Works

Consultant
Clark Dietz, Inc.

By:
Charlotte Zietlow, President
Board of Public Works

By:
Doug Valmore, P.E.
Vice President

Hon. Mayor Mark Krusan

	
<p>Rockport Road Reconstruction Phase 2</p> <p>SUPPLEMENTAL FEE SUMMARY</p> <p>3/28/2014</p>	
DESIGN ELEMENTS	AMOUNT
McGlothlin Culvert Extension	\$ 6,100
Sanitary Sewer Design	\$ 3,900
IDEM Individual 401 Permit (Subconsultant)	\$ 4,850
TOTAL FEE	\$ 14,850



Rockport Road Reconstruction; West Countryside Lane to West Ralston Drive
McGlothlin Culvert Extension
3/17/2014

CATEGORIES OF WORK	Project Manager	Project Engineer	CADD Tech II	Survey Crew Chief	Survey Crew			
Supplemental Survey								
Recheck Culvert Hydraulic Analysis	1		3	10	10			
Culvert Extension Design	1	10						
Banta Road Extension Design	1	6						
Develop Two Additional Plan Sheets	1		20					
Supplemental Quantities/Estimate		2						
TOTAL HOURS	4	18	23	10	10			
Average Hourly Rate	\$ 51.44	\$ 44.30	\$ 30.11	\$ 32.50	\$ 28.75			
Payroll Cost	\$ 205.76	\$ 797.40	\$ 692.53			\$ -		\$ 1,695.69
Overhead (1.7669)	\$ 363.56	\$ 1,408.93	\$ 1,223.63			\$ -		\$ 2,996.11
Total Labor Cost (Payroll + Overhead)	\$ 569.32	\$ 2,206.33	\$ 1,916.16			\$ -		\$ 4,691.80
Fixed Fee (15%)	\$ 85.40	\$ 330.95	\$ 287.42			\$ -		\$ 703.77
Direct Expenses								\$ 728.00
Mileage	\$ 0.55	mile	960			\$ 528.00		
Per Diem for Meals	\$ 26.00	day	0			\$ -		
Lodging	\$ 70.00	night	0			\$ -		
Prints	\$ 10.00	plan set	0			\$ -		
Misc. Expenses (photocopies, supplies, etc.)	\$ 200.00	lump sum	1			\$ 200.00		
						Total Direct Expenses =		\$ 728.00
TOTAL FEE								\$ 6,123.58
							USE	\$ 6,100.00

					
Rockport Road Reconstruction; West Countryside Lane to West Ralston Drive Sanitary Sewer Design 3/17/2014					
CATEGORIES OF WORK	Project Manager	Project Engineer	Engineer III	CADD Tech II	
Sanitary Sewer Design					
Determine Elevations and Horizontal Location of Existing Sewer		1		1	
Identify Conflicts		4			
Layout Horizontal Location of Sanitary Sewer Relocation	0.5	2	6		
Layout Profile of Sewer	0.5		4		
Add to Plan/Profile Sheets				8	
Add to Structure Data				1	
Quantities/Estimate			1		
Specifications		4			
TOTAL HOURS	1	11	11	10	
Average Hourly Rate	\$ 51.44	\$ 44.30	\$ 34.74	\$ 30.11	
Payroll Cost	\$ 51.44	\$ 487.30	\$ 382.14	\$ 301.10	\$ 1,221.98
Overhead (1.7669)	\$ 90.89	\$ 861.01	\$ 675.20	\$ 532.01	\$ 2,159.12
Total Labor Cost (Payroll + Overhead)	\$ 142.33	\$ 1,348.31	\$ 1,057.34	\$ 833.11	\$ 3,381.10
Fixed Fee (15%)	\$ 21.35	\$ 202.25	\$ 158.60	\$ 124.97	\$ 507.16
Direct Expenses					\$ -
Mileage	\$ 0.55	mile	0	\$ -	
Per Diem for Meals	\$ 26.00	day	0	\$ -	
Lodging	\$ 70.00	night	0	\$ -	
Prints	\$ 10.00	plan set	0	\$ -	
Misc. Expenses (photocopies, supplies, etc.)	\$ 45.00	lump sum	0	\$ -	
				Total Direct Expenses = \$	-
TOTAL FEE					\$ 3,888.26
				USE	\$ 3,900.00



Board of Public Works Staff Report

Project/Event: West 2nd Street & Weimer Road Intersection Improvements - Change in Design Scope of Services

Petitioner/Representative: n/a

Staff Representative: Adrian Reid

Date: 04/08/2014

Report:

The Board of Public Works approved a contract with United Consulting on March 1, 2012 for intersection improvements at West Bloomfield Road and South Weimer Road. United evaluated two alternatives at the intersection, one for a traffic signal and the other for a roundabout. The costs associated with constructing the two alternatives was similar, so City staff opted for the roundabout option, which offered additional safety benefits as well as the opportunity to provide gateway features into Bloomington in the West 2nd Street corridor.

The design has progressed to the point that ROW acquisition has occurred for the roundabout & multi-use path on all but two parcels. However, preliminary engineer's estimates for construction of the roundabout are cost prohibitive using TIF funding. As a result, City staff decided to scale back the improvements. This includes omitting both the roundabout and the expansion of Bloomfield Road, adding a new entrance to Twin Lakes Recreational Facility, and building a new traffic signal at the new entrance which aligns with Rolling Ridge Way, a privately maintained street on the south side of Bloomfield Road.

The design has been TIF funded, and the change in scope does not add any cost to the original contract amount of \$400,100. To date, the City has paid \$263,107.18 of the original contract.

Recommendation and Supporting Justification: Staff recommends approval this design contract addendum with United Consulting.

Recommend Approval Denial by

A blue ink signature of Adrian Reid, written over a horizontal line.

Board of Public Works
Staff Report

PROJECT NAME: Bloomfield Road (2nd Street) & Weimer Road Design

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 1st day of March, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and United Consulting (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **plan and design various roadway, sidepath, trail, and pedestrian tunnel improvements at the intersection of Bloomfield Road (2nd Street) and Weimer Road; and**

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including topographic survey, geotechnical investigation, asbestos inspection, regulatory permits, utility coordination, road design, signal design, tunnel design, retaining wall design, parking lot design, public information meeting, right-of-way engineering, right-of-way staking, and bidding phase services, as well as preparing the needed reports, assessments, plans, permit applications, specifications, and cost estimates, which shall be hereinafter referred to as "Services"; and**

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

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

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

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

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the Services. The City Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Engineer shall not unreasonably withhold its approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Justin Wykoff, Manager of Engineering, Department of Public Works (hereinafter referred to as "Wykoff") to serve as the Board's representative for the project. Wykoff shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Four Hundred Thousand One Hundred Dollars (\$400,100.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

A. Timing and Format for Billing

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

B. Billing Records

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Mr. Dave Richter, President
United Consulting
1625 North Post Road
Indianapolis, IN 46219

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

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

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

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

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

Consultant and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subcontractor did not knowingly employ an unauthorized alien. If the Consultant or its subcontractor fails to remedy the violation within the thirty (30) day period, the 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 Consultant. If the City terminates the Agreement, the Consultant or its subcontractor is liable to the City for actual damages.

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

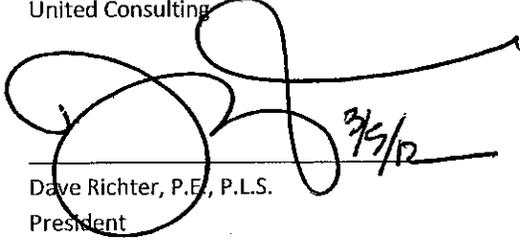
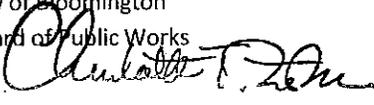
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

United Consulting



By: _____
Charlotte Zietlow
President

Dave Richter, P.E., P.L.S.
President

By: _____
Mark Krusan,
Mayor

Michael A. Rowe, P.E.
Vice President

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 8-1-2012

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Consultant to design the recommended improvements to the intersection of Bloomfield Road (2nd Street) and Weimer Road, as a locally-funded construction project.

The estimated Compensation and Estimated Project Schedule are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board". Information regarding assumptions or conditions of this scope is typically in italicized text.

SCOPE OF WORK

Topographic Survey

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.

Board Provide names and addresses of property owners and utility customers in project area.

- ◆ Contact the utility locator services including Indiana Underground to have utilities marked.
- ◆ Conduct a topographic route survey of the project area in accordance with requirements of the Survey Manual, Location Surveys, Indiana State Highway Commission.
- ◆ Complete topographic mapping and digital terrain model following accepted procedures and format.
- ◆ Prepare project survey book in accordance with INDOT requirements. Establish two control points to be used for construction grade and location control and put in the mapping. Provide all reference point, alignment notes, and benchmark data in electronic format for ready adoption into the plan set.
- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, as approved by City Engineer.

R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel/property data on the mapping, including located monuments or corners and apparent or verified property lines, and recorded easements. Show adjacent property owners on the plans.
- ◆ Reestablish the survey centerline from previous records of the road, or establish one following accepted procedures.
- ◆ Prepare and record a Route Survey Plat, if required by the Board.

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

Geotechnical Investigations

- ◆ Conduct a site assessment of existing slopes and provide recommendations for needed slope stabilization in the event that slopes are to be cut back for road realignment. Identify likely scope of work for excavation of slopes to include general rock characteristics, construction methods and design considerations.
- ◆ Conduct coordination and permitting activities as necessary to gain Board and Monroe County, Indiana approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with in-situ soils. Sample soil in accordance with typical INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per Board and Monroe County, Indiana requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Provide distances to fixed features for each.
- ◆ Prepare Soils Report following INDOT standards. Provide an analysis of the soils potential use as a roadway subbase or pipe backfill material. Provide recommendation for use of underdrains.

Asbestos Investigation

- ◆ Conduct site visit to any/all buildings to be demolished.
- ◆ Take samples of all materials known to contain asbestos within each building, at the spacing required per the Indiana Design Manual.
- ◆ Perform tests on samples and record data.
- ◆ Complete an Asbestos Report for each building
- ◆ If asbestos is found, add appropriate quantities and associated unit prices to estimate, as well as the appropriate special provisions to the Agreement documents.

Other Data Collection

- BOARD Provide a map of GIS data including edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and the most recent aerial photography.
- ◆ Obtain Floodway and Floodplain mapping and add to survey mapping.
 - ◆ Request previous plans for 2nd Street and Weimer Road from Board and INDOT. Review/compare with survey and mapping data.

Utility Coordination

Bloomfield Road (2nd Street) & Weimer Road Design

Exhibits A-D

City of Bloomington

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Compare utility-provided information with survey data.
- ◆ Conduct a Field Check/Utility Coordination Meeting on site to discuss future project and relocation issues/challenges.
- ◆ Prepare a summary of anticipated utility conflicts and reimbursable status, if known.
- ◆ Request verification of their facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT's Utility Coordination procedures.
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to Board with recommendation. Add relocation plans to the Plans as appropriate.

BOARD Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

Plan Preparation

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 2 sheets
 - Maintenance of Traffic 7 sheets
 - Erosion Control 6 sheets
 - Plan and Profiles 6 sheets
 - Intersection Detail with Spot Elevations 1 sheet
 - Construction Details 4 sheets
 - Retaining Wall Plan and Details 2 sheets
 - Pedestrian Tunnel Details 3 sheets
 - Guardrail Plans and Summary Table 1 sheets
 - Sign and Pavement Marking Plans 4 sheets
 - Sign Summary Table 2 sheet
 - Landscaping/Tree Planting Plan 2 sheet
 - Miscellaneous Quantity Tables 1 sheet
 - Road/Pavement Summary of Quantities 1 sheet
 - Structure Data Table 1 sheet
 - Pipe Material Sheet/ Underdrain tables 2 sheet
 - Cross Sections on 50' intervals, and at crossing structures 30 sheets
 - Estimated Total Sheets 77 Sheets.**
- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

Milestone Submittals

- ◆ Submit Preliminary Plans to BOARD for review and comment.
- ◆ Schedule field check, send plans to required parties, Conduct field check and publish meeting minutes.
- ◆ Submit plat exhibits and legal descriptions for Board to complete appraisals and determine "Offer to Purchase".

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to BOARD.
- ◆ Complete Bid Tabulations for each Bidder, and make recommendation to award to lowest qualified, responsible Bidder.

Road and General Design

- ◆ Perform road and intersection design in accordance with accepted INDOT procedures. Prepare layout of roadways, approaches, curb and lane configurations, and islands.
- ◆ Prepare Superelevation designs including transitions and required diagrams.
- ◆ Prepare design of sidewalks/sidepaths or bike lanes as designated by the BOARD.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets for the entire project area.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title Board designated numbers and descriptions, a project location map, and signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Right of Way Design, Engineering, and Staking

- ◆ Design proposed permanent and temporary rights-of way and show on Plan and Profiles.
- ◆ Conduct sight distance computations and design right of way needs to meet requirements.

BOARD Order Title Work for previous 20 years for each parcel, up to a maximum of 10 parcels.

- ◆ Prepare up to 11 plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way. Submit plats and legal descriptions for BOARD's use in obtaining property.

BOARD Complete initial appraisals for each parcel, up to a maximum of 11 parcels.

BOARD Complete review appraisals for each parcel above \$10,000 in value, up to a maximum of 11 parcels.

- ◆ Stake parcels for needed right-of-way when requested by BOARD, up to a maximum of 11 parcels staked.

BOARD *Perform recording, approve offer to purchase, negotiation and buying services / condemnations.*

Grading Plan

- ◆ Prepare Grading Plan for intersections and ditches as needed for clarity. Place on Plan and Profile or Intersection Detail sheet if clear.

Maintenance of Traffic Coordination and Design

Bloomfield Road (2nd Street) & Weimer Road Design

Exhibits A-D

City of Bloomington

- ◆ Through coordination with Board and Monroe County, Indiana representatives, determine maintenance of traffic scheme for the project and provide details or notes in plans.
- ◆ Prepare sheets showing the maintenance of traffic scheme for the project. Project phasing, adjacent road closures, and temporary signs will be presented on these plans.

Erosion Control Design

- ◆ Show temporary erosion control measures on these sheets.
- ◆ Complete the required Storm Water Pollution Prevention Plan (SWPPP) and submit to the Monroe County Soils and Water Conservation District.

Typical Cross Sections & Pavement Design

- ◆ Prepare Pavement Designs for approval by Board in accordance with INDOT procedures. Anticipated pavement sections include a full depth HMA pavement and an HMA overlay design for mainlines.
- ◆ Prepare Typical Cross Section details to describe the pavement treatments.
- ◆ Prepare details for patching and curb and gutter details as needed.

Construction Details

- ◆ Prepare details only for features that are non-INDOT standard.

Guardrail Design

- ◆ Prepare design and details for new roadside guardrail along Bloomfield Road (2nd Street), as needed above existing waterway culvert. *These guardrails to be a standard traffic-rated rail with end treatments in accordance with INDOT requirements.*

Parking Lot Details

- ◆ Prepare plan and details for parking lot IAW the Indiana Design Manual and the Board standards.

Pedestrian Tunnel Details

- ◆ Prepare plan and details for pedestrian tunnel under Bloomfield Road (2nd Street), including its wingwalls and required linear retaining walls.

Retaining Wall Details

- ◆ Prepare plan and details for retaining walls if found to be needed to minimize/eliminate proposed right-of-way. *Walls are assumed to be short enough for a non-reinforced design.*

Lighting Design

- ◆ Prepare design of proposed lighting IAW the Indiana Design Manual and the Board standards.
- ◆ Prepare a Lighting Plans, Details and Summary Sheet that lists new and existing light on this project.

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets. IAW the Indiana Manual on Uniform Traffic Control Devices.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs in this project.

Drainage Design

- ◆ Design culverts and storm sewers and overall project site drainage in accordance with the INDOT's Hydraulic Guidelines dated November 1993. Layout storm sewer system. Prepare hydrologic and hydraulic computations showing the design flow for proposed storm sewers. Prepare inlet spacing computations.
- ◆ Review site for poorly draining areas and include drainage infrastructure to them.
- ◆ Prepare structure notes for the Plan and Profiles and Structure Data tables.
- ◆ Design Underdrains and provide an Underdrain Table if recommended in soils report.
- ◆ Submit drainage design to CBU for review and approval.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, sodding, sidewalk, curbs where needed to clarify requirements.

Road Summary of Quantities

- ◆ Provide tables that summarize paving work on the project. Pavements shall be in accordance with the approved Pavement Design, along with applicable INDOT and Board Road Standards.

Cross Sections

- ◆ Provide Cross Sections at 50' intervals, at connecting drives and approaches and at drainage crossing structures. Non-crossing drainage features may be shown at the nearest cross sections. Show pavement treatments and earthwork quantities as appropriate.

DESIGN SUPPORT AND PERMITTING TASKS

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for materials, construction requirements, and basis for payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if Board standards apply. Provide Special Provisions Menu and attachments as required by INDOT.

Project Meetings, Field Check, and Public Meetings

- ◆ Attend up to two plan review and coordination meetings with Board during the project.

Bloomfield Road (2nd Street) & Weimer Road Design

Exhibits A-D

City of Bloomington

- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting.
- ◆ Conduct meetings with stakeholders as directed by BOARD. *(Note that only one of these meetings is assumed)*
- ◆ Prepare and Conduct one public meeting. *A full formal public hearing is not required.*

BOARD Plan, schedule and publish notices and invitations to public meetings.

BOARD Assist in the planning and scheduling of interest group meetings.

This scope assumes a maximum of four meetings at a half-day each plus a field check / utility coordination meeting and one public meeting.

IDEM – Rule 5 Erosion Control Permitting

- ◆ Show Erosion Control Plan in the form of plan sheets and technical specifications. Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review. Resubmit as needed to obtain MCSWCD approval. Seek approval based on the entire project area.
- ◆ Publish public notice in Bloomington Herald-Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM under “Rule 5” requirements.

Coordination with Monroe County Highway Department

- ◆ Submit plans at each submittal to Monroe County, Indiana for review and coordination.
- ◆ Meet with Monroe County, Indiana up to two times during the design of the project.

Quantity and Cost Estimates

- ◆ Prepare cost estimate for use in Bid evaluation.
- ◆ Prepare cost estimates in Oman Systems’ “BidTabsPlus” and INDOT’s pay item list.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.

Earthwork Calculations

- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.

BIDDING SUPPORT TASKS

- ◆ **Submit Tracings.** Prepare plans on reproducible stock and on compact disk in AutoCAD format. Submit complete set of Special Provisions in hard copy and in DOC format and Cost Estimate in hardcopy and in

Bloomfield Road (2nd Street) & Weimer Road Design

Exhibits A-D

City of Bloomington

BidTabsPlus format.

- ◆ Respond to questions from bidders. Prepare documentation for inclusion in an Addendum (by Board) if necessary.

Board Publish advertisement to bidders, receive, open and process bid packages.

- ◆ Attend preconstruction meeting.

Project Management

- ◆ Set up project in accounting software for tracking, job cost recording, and for invoicing.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

ASSUMPTIONS:

Environmental Hazards

No known environmental hazard or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work has not been included in the Agreement.

Traffic Counts

It is assumed that the Board will provide any needed traffic and accident data.

Land Rights / Rights of Entry

It is assumed that the study area will be accessible to Consultant given a reasonable effort to notify property owners of the nature and timing of the work.

Land Acquisition Services

It is assumed the Board will conduct its own right-of-way acquisition activities, including APAs (if required), Appraisals, Review Appraisals, negotiating and buying right-of-way, and any required relocations and/or condemnations (if required).

Construction Inspection

This scope does not include construction observation services, which are expected to be required by the Board as part of their typical project requirements.

Board Owned Utilities Design

Per initial coordination with CBU, there are no specific utility improvements that they are requesting be included in this project. The scope therefore does not include work on sanitary sewers or watermains.

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

EXHIBIT B

COMPENSATION

This task is to be conducted on a lump sum basis with an agreed Maximum Cost of **\$400,100**. In the event that additional services are needed, additional compensation will be determined by mutual agreement of the Consultant and Board for each anticipated required task:

◆ Topographic Survey	\$ 44,600
◆ Geotechnical Investigation	\$ 14,000
◆ Asbestos Inspection	\$ 3,200
◆ Regulatory Permits	\$ 6,500
◆ Utility Coordination	\$ 12,400
◆ Road Design and Plans	\$ 176,300
◆ Retaining Wall Design and Plans	\$ 5,200
◆ Parking Lot Design and Plans	\$ 13,800
◆ Lighting Design and Plans	\$ 18,200
◆ Public Information Meeting	\$ 7,500
◆ Bidding Phase Service	\$ 6,500
◆ Small Structure and Retaining Wall Design and Plans	\$ 60,000
◆ Right-of-Way Engineering (11 parcels)	\$ 27,500
◆ Right-of-Way Staking (11 parcels)	\$ 4,400

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	March 7, 2012	
Survey and Mapping Complete	April 6, 2012	
Geotechnical Engineering Complete	May 6, 2012	
Preliminary Plans (50%)	May 13, 2012	BOARD Review
Field Check and Utility Coordination Meeting	May 21, 2012	
Right of Way Acquisition	May-September 2012	By BOARD
Tracings (100%)	July 5, 2012	BOARD Review Required
Advertisement	July 12, 2012	
Bid Date	August 3, 2012	

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Project Team Leader	Jeremy Richardson, P.E.
Project Manager	William R. Curtis, P.E.
Project Engineer	Brian J. Pierson, P.E.
Project Engineer	Heather E. Kilgour, P.E.
Design Engineer	Caleb C. Ross, E.I.
CAD Designer	John F. Nimz
Survey Manager	Timothy J. Coomes, P.L.S.
Right-of-Way Manager	Devin L. Stettler, MPL, AICP

Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
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EXHIBIT E
CERTIFICATES OF INSURANCE

Bloomfield Road (2nd Street) & Weimer Road Design
 Exhibits A-D
 City of Bloomington



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/23/2012

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

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

PRODUCER Phone: (317) 353-8000 Fax: (317) 351-7149 WALKER & ASSOCIATES INSURANCE PO BOX 19445 7364 EAST WASHINGTON STREET INDIANAPOLIS IN 46219	CONTACT NAME: Angie Cook PHONE (AC, No, Ext): (317) 353-8000 FAX (AC, No): (317) 351-7149 E-MAIL ADDRESS: angie@walkeragency.com PRODUCER CUSTOMER ID: 1581																					
INSURED UNITED CONSULTING 1625 N. POST ROAD INDIANAPOLIS IN 46219-1995	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Indiana Insurance Company</td> <td>22659</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Indiana Insurance Company	22659	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES CERTIFICATE NUMBER: 64041 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	BOP4866690	11/01/11	11/01/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA4866689	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CU8810204	11/01/11	11/01/12	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8889004	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CITY OF BLOOMINGTON, ITS BOARD OF PUBLIC WORKS, AND IT'S OFFICERS; CITY OF BLOOMINGTON, ITS DEPARTMENT OF PUBLIC WORKS, AND IT'S EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS CITY HALL AT SOWERS 401 N MORTON STREET BLOOMINGTON, IN 47401 Attention:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angie Cook
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Bloomfield Road (2nd Street) & Weimer Road Design
Exhibits A-D
City of Bloomington

CERTIFICATE OF INSURANCE

DATE 02/23/12

PRODUCER PROFESSIONAL DESIGN INSURANCE MANAGEMENT CORPORATION P.O. BOX 501130 INDIANAPOLIS, IN 46250 Phone: (317) 570-6945 Fax: (317) 579-6410		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A RLI Insurance Company LETTER			
		COMPANY B LETTER			
INSURED United Consulting 1625 N. Post Road Indianapolis, IN 46219-1995		COMPANY C LETTER			
		COMPANY D LETTER			
		COMPANY E LETTER			
COVERAGES THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED. EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$ STATUTORY \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER LIABILITY				\$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
A	OTHER PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> ARCHITECTS AND ENGINEERS <input type="checkbox"/>	RDP0005753	12/22/2011	12/22/2012	\$2000000 LIMIT EACH CLAIM AND \$2000000 IN THE AGGREGATE.
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Bloomington Department of Public Works City Hall at Sowers 401 N. Morton St. Bloomington, IN 47401			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
ACORD 25-S (1/95)			AUTHORIZED REPRESENTATIVE <i>Lois Burton</i>		

EXHIBIT F

AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

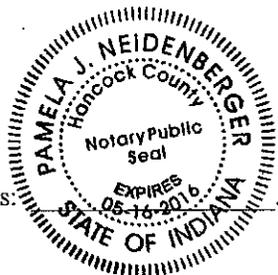
1. The undersigned is the VICE PRESIDENT of UNITED CONSULTING.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - is a subcontractor on a contract to provide services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

Michael Rowe
Signature

MICHAEL ROWE
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Hancock)

Before me, a Notary Public in and for said County and State, personally appeared Michael Rowe and acknowledged the execution of the foregoing this 5th day of March, 2012.



My Commission Expires:

Pamela J. Neidenberger
Notary Public's Signature
Pamela J. Neidenberger
Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: South Rogers Street - Change Orders 7-10
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 04/08/2014

Report:

Attached are change orders 7-10 for the South Rogers Street project. Change order #7 is a cost born by the City for changing out meter pits during the project. The plans specified a size that didn't conform with CBU specifications.

Change order #8 is a change covered by matching funds INDOT agreed to pay for. We switched the type of mailbox replaced along Rogers Street.

Change order #9 for addition of two gates for a couple of residences is not a cost INDOT will pick up, so the City must pay 100% of the change order.

Change order #10 occurred when several inlets were found at incorrect elevations. INDOT agreed to participate in raising/lowering of these inlets.

The cost for these change orders comes from TIF funding from TIF resolution 10-31. The change order requests were submitted by Milestone Contractors and verified by Chuck Wildt, the Project Inspector from American Structurepoint .

Recommendation and Supporting Justification: Staff recommends approval of these change orders.

Recommend Approval Denial by

Two handwritten signatures in black ink, one appearing to be "Adrian Reid" and the other a stylized signature, positioned above a horizontal line.

Board of Public Works
Staff Report

Contract No:R -30972

Change Order No.: 007

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Ewing, Douglas

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 12/09/2013

Change Order No.: 007

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Local Agency Request

Description: Replace 20" to 24" water meter pits

Original Contract Amount \$ 2,935,862.20

Current Change Order Amount \$ 8,448.00

Percent: 0.288 %

Total Previous Approved Changes \$ 20,494.59

Percent: 0.698 %

Total Change To-Date \$ 28,942.59

Percent: 0.986 %

Modified Contract Amount \$ 2,964,804.79

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -30972
Change Order No: 007

INDIANA
Department of Transportation

Date: 01/13/2014
Page: 3

Contract: R -30972
Project: 0600496 - State: 0600496
Change Order Nbr: 007
Change Order Description: Replace 20" to 24" water meter pits
Reason Code: SCOPE CHANGES, Local Agency Request

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0185	0600496	0186	715-04994	EACH	192.000	44.000	C	Amount:\$ 8,448.00

Item Description: METER

Supplemental Description1: Place 20 inch with 24 inch water meter pits

Supplemental Description2: Item will be funded 100% LPA

Total Value for Change Order 007 = \$ 8,448.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

See attachment

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -30972
Change Order No:007

INDIANA
Department of Transportation

Date:01/09/2014
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

January 10, 2014

Contract R-30972

Project: Bloomington South Rogers St.

Change Order No. 7 Explanation

Replace 20 inch Water Meter Pits with 24 inch

The City of Bloomington Utility (CBU) requires a minimum 24 inch meter pit for a 1 inch service. The CBU specification does not state the minimum requirement. Milestone Contractors installed 44 twenty- inch meter pits and once CBU began installing the water meters they approached Milestone of the minimum size requirement. CBU supplied the new 24 inch meter pits, but, Milestone was required to remove the twenty inch pits and replace them with the 24 inch meter pits. This resulted in additional time and labor for the contractor. Cost for each = \$192.00. The unit price was approved by Phil Peden with CBU.

Change order will be funded 100% by LPA

Wildt, Chuck

From: Holland, Mitch [Mitch.Holland@milestonelp.com]
Sent: Wednesday, August 14, 2013 12:58 PM
To: Wildt, Chuck
Subject: RE: Change Request - Water Meter Pits

Now that all new 24" meter pits are installed. I have a weighted unit price for durations on each (some quicker and others more time intensive). With that being said, the best I can do on a blended unit price is \$192.00/EA. This works out to an average of a total of 45min. time invested for each meter pit.

Thank you,



ITEM 186

Milestone

Mitch Holland
Senior Estimator
Milestone Contractors, L.P.
4755 W. Arlington Rd.
Bloomington, IN. 47404

Direct: (812) 355-2674
Fax: (812) 330-2118
Mobile: (812) 320-4129
www.Milestone.com

From: Wildt, Chuck [mailto:CWildt@structurepoint.com]
Sent: Friday, August 09, 2013 10:38 AM
To: Holland, Mitch
Cc: dewing@indot.in.gov
Subject: RE: Change Request - Water Meter Pits

Good Morning Vietnam!!

We have checked the time it takes to replace the 20" pits to the 24" pits and the average time is about 30 minutes each. So with that being said I believe your submitted unit price is too high. I'm thinking more around \$150.00 each. Let me know your thoughts.

I have generated four change orders which are ready for Doug to review. If I'm a betting man I would say he will take a look at them on Tuesday.

There is one change order that I have changed from what you submitted. The under cut area: Geogrid sys is 334 sys in lieu of 400 sys. Excavation is 222.22 cys in lieu of 278 cys. Also, the spec. you referred to 203.28 is to investigate or seal

Wildt, Chuck

From: Phil Peden [pedenp@bloomington.in.gov]
Sent: Wednesday, October 09, 2013 10:59 AM
To: Wildt, Chuck; Justin Wykoff
Subject: Re: FW: Change Request - Water Meter Pits

I've reviewed the change order and believe it should be accepted. Thanks.

Phil Peden, PE
Utilities Engineer
City of Bloomington Utilities
(812)349-3634
pedenp@bloomington.in.gov
<http://bloomington.in.gov/utilities/>

On Wed, Oct 9, 2013 at 10:51 AM, Wildt, Chuck <CWildt@structurepoint.com> wrote:

Here is Milestones first e-mail

From: Holland, Mitch [mailto:Mitch.Holland@milestonelp.com]
Sent: Thursday, August 08, 2013 7:30 AM
To: Wildt, Chuck
Subject: Change Request - Water Meter Pits

Chuck,

Attached you should find my pricing for the replacement of the pits, with now 24 IN, as requested by CBU. We have begun on this item already to keep the job progressing on this controlling item, but wanted to get you a unit price as soon as I could. Please indicate when/if this price is acceptable so I can keep record of it.

Also, do you have any updates on when some of the old Change Orders will be processed? I know you're busy, but I am hearing some real heat from this since some are almost 4 months old. Anything you can do to help is greatly appreciated.

Contract No:R -30972

Change Order No.: 008

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Ewing, Douglas

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 12/09/2013

Change Order No.: 008

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Change mailboxes from metal to plastic with wood posts

Original Contract Amount \$ 2,935,862.20

Current Change Order Amount \$ 3,835.00

Percent: 0.131 %

Total Previous Approved Changes \$ 20,494.59

Percent: 0.698 %

Total Change To-Date \$ 24,329.59

Percent: 0.829 %

Modified Contract Amount \$ 2,960,191.79

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -30972
Change Order No: 008

INDIANA
Department of Transportation

Date: 01/13/2014
Page: 3

Contract: R -30972
Project: 0600496 - State: 0600496
Change Order Nbr: 008
Change Order Description: Change mailboxes from metal to plastic with wood posts
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount	Change
0051	0600496	0051	611-06497	EACH	165.000	-41.000	C	Amount:\$	-6,765.00
Item Description: MAILBOX ASSEMBLY, SINGLE Supplemental Description1: Supplemental Description2:									
0052	0600496	0052	611-06498	EACH	200.000	-11.000	C	Amount:\$	-2,200.00
Item Description: MAILBOX ASSEMBLY, DOUBLE Supplemental Description1: Supplemental Description2:									
0188	0600496	0187	611-06497	EACH	200.000	64.000	C	Amount:\$	12,800.00
Item Description: MAILBOX ASSEMBLY SINGLE Supplemental Description1: Plastic mailboxes including wood posts and installation Supplemental Description2: Item is eligible for 80/20 funding									

Total Value for Change Order 008 = \$ 3,835.00

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

General or Standard Change Order Explanation

See attachment for explanation

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -30972
Change Order No:008

INDIANA
Department of Transportation

Date:01/13/2014
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

January 10, 2014

Contract R-30972

Project: Bloomington South Rogers St.

Change Order No. 8 Explanation

Changing Metal Mailboxes to Plastic with Wood Posts

To prevent the residents along the project site not to retrieve their mail from the road side the metal mailboxes will be changed to plastic mailboxes with wooden posts. The plastic mailboxes have access doors located off the back side of the boxes which will be safer for the residents along a very busy corridor. Existing Items 51 & 52 will be a credit of \$\$8,965.00. Change order Item 187 will be at a cost of \$12,800.00 (\$200.00 x 64 each) which results in an additional cost of \$3,835.00.

Change order is eligible for 80/20 funding

Wildt, Chuck

From: Holland, Mitch [Mitch.Holland@milestoneip.com]
Sent: Friday, October 18, 2013 1:05 PM
To: Wildt, Chuck
Subject: FW: Plastic Mailboxes
Attachments: SharpCopier@c-techinc.net_20131017_073914.pdf

Attached is CTECH's quote to substitute plastic mailboxes. It appears to me that the original contract unit price for these is \$165.00/ea. CTECH is submitting and Change Request of \$200.00/ea. The net change order would be \$35/ea. and with Milestone mark-up (7%) would be a net Change request of; \$35/ea. + 7% = \$34.75/ea. * 44 ea.
= \$2,189.25 Total Change Request.

CTECH has stated that the lead-time on acquiring these mailboxes is approximately 2 weeks from NTP. Please let me know asap, so I can instruct CTECH to order them.

Thank you,

-----Original Message-----

From: Brian Barth [mailto:bbarth@c-techinc.net]
Sent: Thursday, October 17, 2013 7:35 AM
To: Holland, Mitch
Subject: FW: Plastic Mailboxes

Mitch - see attached, let me know what they decide and I'll get them ordered.

Thanks,

Brian Barth
Operations Manager, C-Tech Corporation, Inc.
317-835-2745 Ext. 105 (Office) | 317-835-2781 (Fax) | 317-412-1513 (Cell)

ITEM 187

Contract No:R -30972

Change Order No.: 009

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Ewing, Douglas

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 01/09/2014

Change Order No.: 009

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Local Agency Request

Description: Chain Link Type Gate 48 inch Vinyl

Original Contract Amount \$ 2,935,862.20

Current Change Order Amount \$ 1,299.28

Percent: 0.044 %

Total Previous Approved Changes \$ 20,494.59

Percent: 0.698 %

Total Change To-Date \$ 21,793.87

Percent: 0.742 %

Modified Contract Amount \$ 2,957,656.07

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30972

INDIANA

Date:01/09/2014

Change Order No:009

Department of Transportation

Page: 3

Contract: R -30972
 Project: 0600496 - State:0600496
 Change Order Nbr: 009
 Change Order Description: Chain Link Type Gate 48 inch Vinyl
 Reason Code: SCOPE CHANGES, Local Agency Request

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0189	0600496	0188	603-93513	EACH	649.640	2.000	C	Amount:\$ 1,299.28

Item Description: FENCE GATE PEDESTRIAN 4'
 Supplemental Description1: Chain Link Type Gate 48 inch Vinyl
 Supplemental Description2: Item paid with 100% LPA funds

Total Value for Change Order 009 = \$ 1,299.28

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
 General or Standard Change Order Explanation

See attachment

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -30972
Change Order No:009

INDIANA
Department of Transportation

Date:01/09/2014
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

January 10, 2014

Contract R-30972

Project: Bloomington South Rogers St.

Change Order No. 9 Explanation

Addition of Two Chain Link Gates, 48", Vinyl

Two residents located along the B Line Trail, right of Line 'B' that the plans called out for vinyl chain link fencing had no immediate access through the fence line. City of Bloomington requested each resident receive a gate to allow them access to the other side of the fence. This will give each resident quick access for grass removal along the fence. Additional cost for each gate = \$649.64, cost includes gates, hinges and labor.

Change order will be funded 100% LPA.

G-TECH CORPORATION, INC.

BREAKDOWN OF COSTS

Wages 012

Contract: R-30972 6/30/2012 Date

County: Monroe

Item #: Ewe 1

Description: Chain Link Type Gate 48' Vinyl 2 Ea

G-tech Job: 623 Sub For Milestone

MATERIAL

1) Gate & Hardware	1 Ls	458.00 =	458.00
2)	0 Lft	0.00 =	0.00
3)	0 Ea	0.00 =	0.00
4)	0 Ea	0.00 =	0.00
5)	0 Ea	0.00 =	0.00
6)	0 Ea	0.00 =	0.00
7)	0 Ea	0.00 =	0.00
8) Per Diem	0 Nights	230.00 =	0.00
9) Load Material In Yard (Man & Forklift)	1 Hrs	70.00 =	70.00

Total Material Cost	528.00
Material Markup 12%	63.36
Total Material Bid	<u>\$591.36</u>

LABOR AND FRINGES

1) Foremen	4 Hrs	60.00 =	240.00
2) Foreman Premium	0 Hrs	82.00 =	0.00
3) Operator	0 Hrs	60.00 =	0.00
4) Operator Premium	0 Hrs	82.00 =	0.00
5) Teamster	4 Hrs	50.15 =	200.60
6) Teamster Premium	0 Hrs	69.30 =	0.00
7) CDL Lab	0 Hrs	48.25 =	0.00
8) CDL Lab Premium	0 Hrs	68.45 =	0.00
9) Lab	0 Hrs	42.75 =	0.00
10) Lab Premium	0 Hrs	58.15 =	0.00
11) Flag	0 Hrs	42.75 =	0.00
12) Flag Premium	0 Hrs	58.15 =	0.00

Total Labor Cost	440.60
Labor Markup 20%	66.12
Labor Bid	<u>\$506.72</u>

EQUIPMENT

1) 2010 GMC Crewcab Utility Bed	4 Hrs	17.50 =	70.00
2) 2009 Mack With Sterling B-7 Combo Postdriver	0 Hrs	40.82 =	0.00
3) 2009 Mack Semi	0 Hrs	31.25 =	0.00
4) 2009 Transcraft 48' Drop Deck Trailer 20 Ton	0 Hrs	8.750 =	0.00
5) 2004 International Single Axle Flat Bed 4700	0 Hrs	25.00 =	0.00
6) 2009 Utility Dump Trailer 7 Ton	0 Hrs	8.875 =	0.00
7) 2009 Utility Trailer 7 Ton Heavy Duty	0 Hrs	8.875 =	0.00
8) 2010 Utility Trailer 3 Ton Light Duty	0 Hrs	6.250 =	0.00
9) 2009 Skid Steer With Trailer, Auger & Bucket	4 Hrs	22.50 =	90.00
10) Air Compressor, Tools & Oil	0 Hrs	13.75 =	0.00
11) Arrowboard	0 Hrs	7.00 =	0.00
12) Rental Equipment	0 Hrs	0.00 =	0.00
13) Rental Equipment	0 Hrs	5.00 =	0.00
14) Daily Typical Traffic Control Set Up-Signs, Cones	0 Days	40.00 =	0.00

Total Equipment Cost	160.00
Equipment Markup 12 %	19.20
Equipment Bid	<u>\$179.20</u>

Total Bid Per Allowable Markup \$ 1,290.26

Allowable Unit Bid \$ 849.64

Submitted Unit Bid \$ 645.00

Good 7/24

Contract No:R -30972

Change Order No.: 010

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

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Ewing, Douglas

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 01/13/2014

Change Order No.: 010

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Design Related

Description: Inlet Storm Structure Modification

Original Contract Amount	\$ 2,935,862.20	
Current Change Order Amount	\$ 2,242.50	Percent: 0.076 %
Total Previous Approved Changes	\$ 20,494.59	Percent: 0.698 %
Total Change To-Date	\$ 22,737.09	Percent: 0.774 %
Modified Contract Amount	\$ 2,958,599.29	

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -30972
Change Order No: 010

INDIANA
Department of Transportation

Date: 01/13/2014
Page: 3

Contract: R -30972
Project: 0600496 - State: 0600496
Change Order Nbr: 010
Change Order Description: Inlet Storm Structure Modification
Reason Code: ERRORS & OMISSIONS, Design Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount	Change
0190	0600496	0189	720-45145	EACH	172.500	13.000	C	Amount:\$	2,242.50

Item Description: INLET J10 MODIFIED
Supplemental Description1: Modifications to J10 & M10 Inlet Structures
Supplemental Description2: Item is eligible for 80/20 funding

Total Value for Change Order 010 = \$ 2,242.50

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

See Attachment

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -30972
Change Order No:010

INDIANA
Department of Transportation

Date:01/13/2014
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending

January 10, 2014

Contract R-30972

Project: Bloomington South Rogers St.

Change Order No. 10 Explanation

Inlet Storm Structure Modifications

Due to plan errors regarding top of casting elevations, 13 inlet storm structures had to be modified approximately (raised or lowered) one foot or more. Milestone Contractors had to order concrete risers to bring the top of castings up to required grades. The castings needing to be lowered required the contractor to saw cut and remove the top portion of the structures to obtain the required top of casting elevation. Additional costs for labor and material averaged \$172.50 each. Inlet structures needing adjusted: Str.19, 21, 38, 39, 43, 61, 62, 64, 78, 81, 82, 87 and 88.

Wildt, Chuck

From: Holland, Mitch [Mitch.Holland@milestonelp.com]
Sent: Monday, December 16, 2013 12:45 PM
To: Wildt, Chuck
Cc: Dixon, Timothy; Rood, Robert; Ernst, Doc
Subject: Structure modifications & etc.

Chuck –

I got with Tim, he reviewed his plans/notes and listed below are the structure #'s and locations;

Str. #19 & 21	-	Ralston Dr.
Str. #38, 39 & 43	-	Graham Dr.
Str. #61, 62 & 64	-	Coolidge Dr.
Str. #78, 81 & 82	-	
Str. #87 & 88	-	Hay's Ct.

Therefore I come up with a total quantity of 13 ea. @ \$172.50/ea. = \$2,242.50

Also, Tim indicated you would write us a change order for costs incurred to date under line item #84 – WATER SERVICE, CONNECTION, 1.5IN. Since we have installed and removed 2 of them, before the City requested they be changed to a different size, and we have purchased all of them, which will likely sit in our yard and rotten. To-date we have incurred a total of; \$4,749.15 (labor) & \$24,218.18 (material). Please feel free to contact Tim/Rob or myself regarding with any questions.

Thank you & have a great Holiday if I don't talk to you prior.

Milestone



INDOT Contract R-30972-A – Rogers St. RECON

6/11/13

RE: Outstanding Change Request Items

Listed below is a Change Request for outstanding items to-date, which include; an undercut of unsuitable soils & replacement with geogrid and #2 stone, the removal of sanitary structure #209, a unit price for making modifications to storm structures and the modification of storm structure #164.

Undercut :

• Excavation (Paid @ 3x Common)	278 CY	*	\$ 37.50	= \$ 10,245.00
• Geogrid	400 SY	*	\$ 3.00	= \$ 1,200.00
• #2 Backfill	388 TN	*	\$ 17.75	= \$ 6,887.00

Remove Structure #209 :

1 EA * \$ 419.25 = \$ 419.25

Storm Structure Modifications:

4 EA * \$ 172.50 = \$ 690.00

Structure #164 Modification :

1 EA * \$ 1,009.00 = \$ 1,009.00

TOTAL LUMP SUM CHANGE REQUEST = \$ 20,630.25

Respectfully Submitted,

Mitch Holland
Milestone Contractors, L.P.



•Equal Opportunity Employer•

Milestone Contractors, L.P.
4755 W. Arlington Rd. Bloomington, IN 47404 (812) 330-2037 fax (812) 330-2118

ESTIMATE SUMMARY - COSTS & BID PRICES

Bid#	Client# Bid Description	Quantity	Unit	Manhours	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Direct Total	Indirect Charge	Total Cost	Total Cost Unit Price	Markup	-----Balanced Bid----- Total	Bid Price	Bid Total
2	UNDERCUT - EXCAVATION (3X COMM)	278.00	CY		2,572 9.25	695 2.50				5,560 20.00	8,827 31.75	289 1.04	9,116	32.79	1,299 12.5%	10,415	37.46	10,435.00
4	UNDERCUT - GEGRID	400.00	SY	13 0.03	613 1.53		420 1.05				1,033 2.58	34 0.08	1,067	2.67	169 13.7%	1,236	3.09	1,200.00
6	UNDERCUT - #2 BACKFILL	388.00	TON	23 0.06	1,274 3.28	333 0.86	2,813 7.25			1,455 3.75	5,875 15.14	193 0.50	6,067	15.64	773 11.3%	6,840	17.65	6,887.00
8	REMOVE STRUCTURE #209	1.00	EA	3 3.00	154 153.78	34 34.00				164 164.00	332 351.78	12 11.53	363	363.31	56 13.4%	419	419.18	419.23
10	STORM STRUCTURE MODIFICATIONS	4.00	EA	10 2.50	494 123.60	68 17.00					562 140.60	18 4.61	581	145.21	109 15.8%	690	172.51	690.00
12	STRUCTURE #164 MODIFICATION	1.00	LS	8 8.00	374 373.68		482 481.50				855 855.18	28 28.04	883	883.22	126 12.5%	1,009	1,009.40	1,009.00
<hr/>																		
Totals:				56	5,481	1,130	3,715			7,179	17,504	574	18,077		2,532	20,610		20,630.25
<hr/>																		
Totals:				56	5,480	1,129	3,714			7,179	17,503	573	18,077		2,532	20,609		20,630.25

Code between Balanced Bid & Bid Price: U=Unbalanced, F=Frozen, C=Closing Bid/Item (item to absorb unbalancing differences).
 [Bracketed numbers represent adjusted quantities]
 ** in front of the Bid Item indicates a Non-Additive item

Markup % is shown as a percentage of sales

899	SAFETY																	
900	OVERHEAD																	
INDIRECT TOTALS		1				502		72			574							
		1				502		72			574							
Markup on Resources Costs															2,532			
***** TOTAL:				57	5,480	1,031	3,714	72		7,179	18,077		18,077		2,532	20,609		20,630.25

Milestone Contractors, L.P.
 B30704G
 Holland, Mich

R-30972 - CHANGE REQUEST
 ESTIMATE SUMMARY - COSTS & BID PRICES

Bid#	Client#	Bid Description	Quantity	Unit	Manhours	Labor	Equip-ment	Material	Supplies	Sub-Contract	Tracking	Direct Total	Indirect Charge	Total Cost	Total Cost Unit Price	Markup	-----Balwood Bid----- Total Unit Price	Bid Price	Bid Total
------	---------	-----------------	----------	------	----------	-------	------------	----------	----------	--------------	----------	--------------	-----------------	------------	-----------------------	--------	---	-----------	-----------

Spread Indirects On TotalLessSub Spread Markup On MarkUp%Rem->IND Spread Addons&Bonds On TotalLessSub

Bond Calculations

Selected Bond Table: NA Description: NO BOND

Contract Amount	Rate per 1000	Bond Amount
First: \$ 0	0.00	\$ 0.00
Next: \$ 0	0.00	\$ 0.00
Next: \$ 0	0.00	\$ 0.00
Next: \$ 0	0.00	\$ 0.00
Next: \$ 0	0.00	\$ 0.00
Remainder:	0.00	\$ 0.00
Subtotal:		\$ 0.00
Time Threshold 1: 0	Extended Time Rate 1: 0.0000 %	\$ 0.00
Time Threshold 2: 0	Extended Time Rate 2: 0.0000 %	\$ 0.00
Length of Job: 0	Total Bond Amount:	\$ 0.00

----- Estimate Notes -----
 Bid Date: Owner: Estimator in Charge: Engineering Firm:
 Desired Bid (if specified): 0.00 Sort 1 Roll Acct N Submitt: Y NonAdd: Y
 Last Surety on 06/11/2013 at 4:47 PM.
 Last Spread on 06/11/2013 at 4:47 PM.

NOTE: Bid items that are subitems (have a percent bid item) are printed in italics.



Board of Public Works Staff Report

Project/Event: Award of Construction Contract for Maxwell Lane Sidewalk Phase 2 Project

Petitioner/Representative: N/A

Staff Representative: Adrian Reid

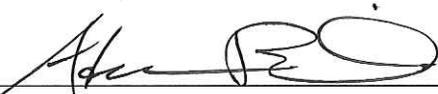
Agenda Date: April 8, 2014

Report:

The Board authorized Engineering staff to advertise for bids for the construction of sidewalk along Maxwell Lane (north side) between Jordan Avenue and Sheridan Drive. These bids were opened and read aloud publicly at a meeting held on March 12, 2014. The results were as follows;

Crider & Crider	- \$166,941.78
Reed & Sons Construction	- \$99,828.00
Fox Construction	- \$83,000.00
Hostetler Concrete	- \$81,106.00
Dave O'Mara Contractors	- \$76,250.00
Milestone	- \$74,700.00
C&H Lawn	- \$64,735.80
Lentz Paving	- \$64,500.00
Groomer Construction	- \$59,011.56

Recommendation and Supporting Justification: Staff recommends award for construction go to Groomer Construction in the amount of \$59,011.56. This funding is provided through the City Council Sidewalk Committee recommendations for 2013.

Recommend Approval Denial by 

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
AND

Groomer Construction

FOR

Maxwell Lane Sidewalk (Highland to Sheridan) Phase 2– PW2014-100

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and Groomer Construction, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Maxwell Lane Sidewalk (Highland to Sheridan) Phase 2– PW2014-100** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within forty - five (45) calendar days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a

reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Fifty Nine Thousand and Eleven Dollars and Fifty Six Cents (\$ 59,011.56). 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 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 Prevailing Wage requirements.

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid

from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 6.4.

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. 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. The Invitation to Bidders
3. The Instructions to Bidders
4. The Performance and Payment Bonds
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. All Addenda to the Bid Documents
11. 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.
12. CONTRACTOR'S submittals
13. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
14. All plans as provided for the work that is to be completed.

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

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,	and \$2,000,000 in the
contractual liability, products-completed	aggregate
operations, General Aggregate Limit (other than	
Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit,	\$1,000,000 each accident
owned, hired and non-owned)	
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:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements;
3. 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;
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury; and
6. 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, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;
2. 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, handicap, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Groomer Construction
Attn: Jeff Heerdink, Project Manager	Richard Groomer
P.O. Box 100 Suite 130	6535 W. Ison Rd.
Bloomington, Indiana 47402	Bloomington, In. 47403

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 Engineer. 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 B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

5.19 No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor is not engaged in said investment activities.

Attachment C is attached hereto and incorporated herein by reference as though fully set forth.
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Groomer Construction
6535 W. Ison Rd.
Bloomington, in. 47403

BY:

BY:

Charlotte Zietlow, President, Board of Public Works

Contractor Representative

James McNamara, Member, Board of Public Works

Printed Name

Frank Hrisomalos, M.D., Member, Board of Public Works

Title of Contractor Representative

Mark Kruzan, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Maxwell Lane Sidewalk (Highland to Sheridan) Phase 2

This project shall include, but is not limited to the placement of a 5 foot wide sidewalk and curb along the North side of Maxwell Lane per the plans and specifications. This shall include the placement of A.D.A. accessible ramps per the plans and specifications, and the installation of stormwater infrastructure according to the most recent set of City of Bloomington Utilities Specifications at the time of bidding. All other work shall be completed as shown on the plans and specifications included with this packet



Board of Public Works Staff Report

Project/Event: BPD Basement Repair Contract

Petitioner/Representative: Public Works Staff.

Staff Representative: Susie Johnson/Barry Collins

Date: March 12, 2014

Report: The east wall of the Bloomington Police Department had a serious water infiltration problem. This problem has been resolved and now the building is taking on water through the floor.

Barry Collins solicited bids from 5 contractors to remedy this problem. They are listed below.

Indiana Foundation Service- No Bid

American Basement Solutions-\$5,695

A-1 Indiana Waterproofing-\$8,375

Crawlspace Doctor-Does not do this type of work in this area

Umphress Masonry-Does not do this type of work

Recommendation and Supporting Justification: A-1 Indiana Waterproofing responded quickly to our request for bids, answered questions promptly and satisfactorily, and presented their lifetime guarantee with their bid. Additionally, they were recommended by one of our local contractors.

American Basement Solutions met us on site promptly but did not submit a bid right away. After not hearing from them for two weeks we made several phone calls asking for the bid. Another week (plus) passed and we received their bid. The bid did not include a warranty.

We asked if they would provide a warranty they said yes and sent us a residential warranty. We asked if they would provide a commercial warranty. They replied with an email saying the warranty they supplied would cover commercial too. Our Legal Department reviewed the warranty and found missing information and generally had concerns with the warranty.

Of the 5 contractors contacted, only two provided bids. A-1 Indiana was very responsive and professional in their communications. While the bid from A-1 is \$2,680 higher than American Basement Solutions it is our opinion that A-1 is the most responsive. Staff feels comfortable with A-1 working inside the Police Department, which can be a sensitive area.

Staff recommends the Board award the contract for repair to A-1 Indiana in an amount not to exceed \$8,375.

Recommend **Approval** **Denial** by: Susie Johnson/Barry Collins

All the best people. All under one roof.

A-1 INDIANA WATERPROOFING, INC.

9943 E US HWY 36 - AVON, IN 46123
Indianapolis: (317) 271-0274 - Fax: (317) 273-1326
1-800-871-6322

"There is no telling what lurks in a wet basement"

CONTRACT AGREEMENT

Lafayette Indiana (765) 423-4991 Muncie Indiana (765) 282-0082
Anderson Indiana (765) 644-0115 Bloomington Indiana (812) 333-0087
Kokomo Indiana (765) 452-1488 Columbus Indiana (812) 378-0459

This Agreement entered into this 4 day of FEB, 2014 between

MR BUILD A-1 INDIANA WATERPROOFING, INC., herein referred to as the Contractor and _____
CITY OF BLOOMINGTON POLICE STATION / BARRY COLLINS

(Name of Buyer)
220 E. 320 _____ 812-325-2952

(Address) (Home Phone)
Bloomington IN 47401
(City) (State) (Zip) (Bus. Phone)

Herein referred to as the Owner, witness that, in consideration for the undertakings herein expressed on the part of the parties hereto to be performed, the Contractor and the Owner do hereby agree as follows:

MR BUILD A-1 INDIANA WATERPROOFING, INC. agrees to furnish all materials, labor, machinery and equipment necessary to service the below grade masonry for the above named Owner do hereby agree as follows:

I, _____ have read the reverse side of this contract and agree to all ten of the terms and conditions listed. I have been told that the work performed may require additional service should subsequent seepage occur. It is understood and agreed that if it is necessary for A-1 INDIANA WATERPROOFING to inspect or work from the inside, it is the Owner's obligation to have the floor or masonry foundation walls made bare and accessible by removing all obstructions completely. A-1 INDIANA WATERPROOFING cannot be held responsible for damage done to personal belongings, furniture, etc., caused by power failure of pumps or failure of system, or acts of God, but will repair system as guarantee reads.

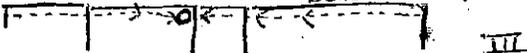
SPECIFICATIONS: BASE CRAWL _____
DIAGRAM OF AREA CUSTOMER REQUESTS TO BE SERVICED

FOUNDATION CONDITION
 BLOCK _____ BARE INSIDE
 CONCRETE _____ PANELLED INSIDE
 STONE _____
 BRICK _____ OBSTRUCTED

HOMEOWNER TO SUPPLY ELECTRICAL OUTLET FOR PUMPS

*REMOVE APPROX 10" OF CONCRETE AND INSTALL
10' SECTIONS OF PVC DRAINAGE SYSTEM BESIDE
FOOTING LEAD SYSTEM TO NEW PIT WITH 1/2
E V/2 HORSE PUMP. CEMENT BACK IN GROUND WITH
DEAL WITH CARPET ETC.*

OTHER
 Linear Footage SEE DRAWING
 Outside Concrete _____



PROCEDURES
 Silicone Exterior Foundation
 Caulk Basement Windows
 Seal Outside Coves
 Trench and Seal Where Necessary
 Reinforce Foundation Cracks Where Required

*Run Discharge Line out from ceiling
and come down into existing pit in finished
Room.*

INSTALL
 Cover Plate
 Submersible Pressure Relief System (Inside)
 Sub Soil Drainage System (Outside)

NOTE: WILL ALSO DEMO CRACKS IN BLOCK SITTING ON FOOTING.
The owner agrees to pay the contractor a sum as follows in full compensation for the work.

(A) CASH PRICE OF WORK \$ 8375.00
(B) PRINCIPLE BALANCE \$ 8375.00
(C) DOWN PAYMENT \$ 0
(D) UNPAID BALANCE (DUE AT COMPLETION)..... \$ 8375.00 AFTER COMPLETION
(E) TO BE FINANCED \$ _____
(F) APPROXIMATE START DATE: _____

ON TIME PURCHASES (FINANCED CONTRACTS), SEE ATTACHED FEDERAL DISCLOSURE TRUTH IN LENDING FORM.

LIFETIME GUARANTEE: Contractor agrees to service the seepage of water through the sub-soil masonry walls and floor for the area specified herein for the lifetime of the structure without additional charge to owner for labor or materials (does not include pumps). This guarantee is transferable one time to a new homeowner should the property be sold.

IN ADDITION TO MY AGREEMENT AS AFORESAID AND TO ALL TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE HEREOF, I AND ANY AND ALL CO-SIGNERS HERETO AGREE TO THE ABOVE PRICE TO BE PAID ON TERMS OF PAYMENT.

In Witness whereof the parties have hereto set their hands and seals the day and year above written.

THE OWNER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

This contract contains the entire agreement between the Owner and MR BUILD A-1 INDIANA WATERPROOFING, INC. YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. (SEE NOTICE TO CUSTOMER RIGHT TO CANCEL ON THE REVERSE SIDE OF THIS CONTRACT).

SALES INSPECTOR: D. Wayne Robert HOMEOWNER: _____ DATE: _____
PRINT INSPECTOR: _____ DATE: _____
MR BUILD A-1 INDIANA WATERPROOFING, INC.

TERMS AND CONDITIONS

1. This document contains the entire agreement between the Owner and Contractor. Owner acknowledges that no promises, representations or warranties except such as may be herein expressly set forth in writing have been made by Contractor or its agent(s), and that no modification or addition to any provision hereof shall be valid or binding upon Contractor, its successors or assigns, unless expressly set forth herein writing. _____ (customer to initial)
2. The Owner individually and all other persons co-signing this contract as owner are and shall be severally and jointly obligated and liable herein, and wherever the word Owner is used on either the face of this contract or on this, the reverse side thereof, it shall signify each and every person co-signing the same as such. _____ (customer to initial)
3. It is specifically understood and agreed that the area(s) to be serviced is specified by the Owner as shown herein. Contractor makes no representations, written or oral as to cause, need for treatment of these areas or any other areas not treated or specified by Owner. _____ (customer to initial)
4. Owner shall have no right to cancel this contract except as provided. It is also agreed that in the event the Owner refuses to allow the Contractor to commence performance of the work to be rendered the Contractor shall be entitled to 25% of the contract price as compromised and agreed liquidated damages or the full contract price if materials have been ordered or the work has been started. _____ (customer to initial)
5. If ever necessary for Contractor to inspect or work from inside, Owner is to make the walls and the floor bare in the area(s) treated and otherwise make specified area(s) accessible to Contractor. Owner is responsible for replacement of same, but Owner shall not replace the same until notified by Contractor. _____ (customer to initial)
6. Contractor will charge to the Owner a service charge of \$75.00 plus any labor or materials on any and all service calls responded to that are not due to the fault of the system that was installed. Power failures, clogged gutters and downspouts, discharge lines that have been moved, taken apart, mowed over by lawn mowers, surface water etc... Sump Pumps come with a 1yr manufactures warranty and will be replaced by the Contractor while under manufactures warranty only. All monies owed to the Contractor are due upon completion of work unless payment arrangements were made and agreed to in writing before the work begins. Contractor shall charge a late fee on all balances due at a rate of \$10.00 per day until the balance is paid in full. Contractor reserves the right to file mechanics lien on the Owners property in the event that the balance is not paid in full upon completion of the work. Owner shall be liable to the Contractor for reimbursement of all expenses to file lien and its release. _____ (customer initials)
7. The Contractor represents that workmen's compensation is carried and is applicable to the work to be performed under this contract. Contractor shall not be liable for delays or damages caused by strikes, material or labor shortages, or conditions unavoidable and beyond his control. All terms and conditions of this contract must be complied with by the Owner or Service is invalid. Contractor further reserves the right to respond and/or cancel this contract sale. _____ (customer initials)
8. The Contractor is not responsible for Flash Floods, dampness, condensation, or water entering premises through the chimney or from plumbing facilities including, sewers, over or through windows, conduit pipes, above soil level, area(s) not specified in the contract, or consequential water or property damage. The Contractor may make any changes or modifications in initial waterproofing and take any steps necessary for further service if required. _____ (customer initials)
9. Owner hereby agrees that in the event suit is brought against Owner for the collection of said contract and/or note, the giving of a bond for cost shall be waived, and the Owner shall become liable for reasonable attorney's fees in addition to the balance sued for including all late fees and lien fees resulting from the suit being filed. _____ (customer initials)
10. If necessary for the Contractor to drill through exterior concrete, asphalt, flagstone, wood or any substance other than earth, Contractor will repair best manner possible, but assumes no liability for damages to same. On interior work, Contractor shall not be responsible for damages to tile, paneling, drywall, baseboards, or other property on walls or floors or otherwise. _____ (customer initials)
11. This guarantee has a one time transferable warranty to the new owner of the property, if the property is sold during the time covered by the contract. The fee for this transaction is \$25.00 _____ (customer initials)

NOTICE TO CUSTOMER
RIGHT TO CANCEL.

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 3 BUSINESS DAYS FROM THE DATE OF THIS CONTRACT.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, AND UPON RETURN BY THE SELLER OF ANY PROPERTY TRADED IN, EARNEST MONEY, DOWN PAYMENTS OR PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, YOU MUST IMMEDIATELY MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TEN (10) DAYS THEREAFTER, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THE CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:

MR BUILD A-1 INDIANA WATERPROOFING INC.
9943 E US HWY 36 - AVON, INDIANA 46123

NOT LATER THAN MIDNIGHT OF _____ 20_____

I HEREBY CANCEL THIS TRANSACTION: _____ DATE: _____
CUSTOMER'S SIGNATURE



Board of Public Works Staff Report

Project/Event: Downtown/IU Curb Ramp Upgrades

Petitioner/Representative: N/A

Staff Representative: Justin Stuehrenberg

Meeting Date: 4/8/14

The City of Bloomington has been awarded a federal HSIP grant to bring pedestrian curb ramps throughout the Downtown Bloomington and the Indiana University Campus areas into compliance with current American with Disabilities Act requirements.

This project will modify or replace nearly 400 ramps and will dramatically reduce future maintenance burdens on the City's Street Department. Currently, the contract construction schedule would be for the fall of 2014. In order to complete the design work and shepherd the documents through the INDOT federal-aid system in an expedited manner to maintain the project schedule, the city desires to hire a consultant.

We recommend the design completion and document management project be completed by Eagle Ridge Engineering Services, LLC for the amount not to exceed \$19,750. Staff received fee estimates from two other design firms to confirm that this price is appropriate. Fees from those firms were both in excess of \$50,000. Based on our history with Eagle Ridge, we have confidence that they will be able to complete the project within their quoted budget.

Staff is supportive of the request.

Recommend Approval Denial by Justin Stuehrenberg

PROJECT NAME: Curb Ramp Design Support

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington (hereinafter referred to as "City"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the City wishes to enhance the services it provides by engaging in efforts to provide ADA-compliant sidewalk ramps, and;

WHEREAS, the City requires the services of a professional engineering consultant to assist City staff in assembling a set of plans, special provisions, estimate, reports, forms and certifications to comply with the requirements of the Indiana Department of Transportation for a project to be bid through its process and to be eligible for federal transportation funding, which shall be hereinafter referred to as "the Services", and;

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the City as set forth in Exhibit A, Scope of Services, and the attached Exhibit A-1 Detailed Task List and Fee Estimate. Exhibits A and A-1 are attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibits A and A-1 in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. Justin Stuehrenberg shall be the sole

judge of the adequacy of Consultant's work in meeting such standards. However, Justin Stuehrenberg shall not unreasonably withhold its approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

The City hereby designates Justin Stuehrenberg, Department of Planning ("Stuehrenberg") to serve as the City's representative for the project. Stuehrenberg shall have the authority to transmit instructions, receive information, interpret and define the City's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The City shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Nineteen Thousand Seven Hundred Fifty Dollars (\$19,750.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibits A or A-1, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the City or the City's designated representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.

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

2. Billing Records:

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

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

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

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be

performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

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

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City 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 City's sole risk and without liability or legal exposure to the Consultant. The City 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 City and the Consultant.

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Department of Planning
City Hall at Showers
401 N. Morton Street, Suite 160
Bloomington, IN 47404

Consultant:

Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

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

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

administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached as Exhibit F, affirming that Consultant is not engaged in said investment activities.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

City of Bloomington
Board of Public Works

By: _____

Charlotte Zietlow,
President

Consultant

Eagle Ridge Civil Engineering Services, LLC

Brock Ridgway, P.E.
Managing Member

By: _____

Mark Kruzan, Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Julie Moore</u> DATE: <u>3/6/14</u>

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

GENERAL:

Eagle Ridge Civil Engineering Services, LLC (Eagle Ridge) is to assist the City in preparing a set of plans for curb and sidewalk improvements in various locations throughout the City. The City is to prepare the design and layout drawings, and Eagle Ridge is to supplement the City's effort with additional plan preparation to assemble a set of biddable plans through the INDOT process. Eagle Ridge is also to prepare special provisions, cost estimate and various forms and certifications that are required for the project to be bid by INDOT as a federally-funded project.

The detailed list of tasks is presented on the Attached Exhibit A-1. That exhibit is intended to be the project workplan and details the tasks and assumptions that apply to the work.

WORK BY CITY:

City will be identified as the lead designer and will stamp the plans.

City will provide CADD files in DWG or DGN format of the existing topography including any augmentation they have identified during fieldwork. No other augmentation of the existing condition is anticipated to be made by Eagle Ridge.

City will provide proposed layout in marked up or in preliminary CADD format in separate file.

City will make the determination that each site's work is within existing right of way or proscriptive right of way, and will submit letter to Seymour District requesting the R/W Certification.

City to provide draft Typical Details in CADD format for final editing and inclusion in plans.

City to provide formatted work list for work that will not have detailed site plans.

City is preparing the Environmental Document and submitting for approval. City to provide Eagle Ridge with any Commitments related to that document.

City will make the determination, through its site design work, if any utility adjustments or relocations are needed that require coordination with the Utilities. City will conduct any needed Utility Coordination work.

City will attend Precon Conference, and administratively manage the project during the construction phase as the lead designer. City is expected to provide their own inspector for the work.

Exhibit A-1

Curb Ramp Design Assistance		for City of Bloomington		
		2/9/2014		
TASK	Senior Civil Engineer \$110.00 Hours	CADD Technician \$80.00 Hours	Project Expenses At Cost	Totals
Plan Development				\$1,513.00
Complete the Site Plans - Assume 130 sites require each drawings at 1 hour/site	4	120	\$400	\$8,840
Conduct a Field Check/Review with City of selected sites	9		\$65	\$1,055
Prepare Title Sheet	3	3	\$75	\$555
Prepare Index/General Notes/Legend/Utility Contour Sheet	2	2		\$320
Peer Review - New City Typical Details	2			\$220
Assemble Typical Details Sheet	3	6		\$890
Prepare Maintenance of Traffic Typical Details and Notes	2	4		\$590
Prepare Master Map for Plan Sheet Index	4	6		\$740
Prepare Master Map for Sites that do not have detailed Site Plan	2	3		\$370
Assemble Site Plan Sheets (Assume 130 sites at 4 sheets, so 30 sheets)	5	30		\$2,050
Prepare Quantity Tables	8	2		\$980
Plan Submitted to City and INDOT for Reviews and Revisions to Plans	4	8		\$840
INDOT Submittal Assistance				\$3,990.00
Prepare All-Project Commitments Report	1.0			\$110
Prepare Common Procurement Document Summary/ Worksheet	2.0			\$220
Assemble Pay Item List and Quantities	2.0			\$220
Submit Estimate through INDOT CES portal	3.0			\$330
Prepare Geotechnical Waiver form	0.5			\$55
Assemble the Quantity Computation Summary	2.0			\$220
Prepare Utilities and Recreates Special Provision Memos	1.0			\$110
Prepare Stage 3 and Tracing Transmittal Letters	1.0			\$110
Prepare Utility and Recreates Special Provisions in DOC	4.0			\$440
Prepare Utility Coordination Certificate	1.0			\$110
Prepare Environmental Consultation Form	0.5			\$55
Prepare Design Summary/ Report	3.0			\$330
Prepare Level One Criteria Checklist	0.5			\$55
Prepare Limited Review Certification	0.5			\$55
Prepare Response to Stage 3 Comments as Annotated Sheet 3 Markups	3.0			\$330
Prepare Quality Assurance Form	1.0			\$110
Prepare Traffic Control Plan Checklist	1.0			\$110
Assemble and Complete RWS Submittals for Stages 3 and Tracing	3.0			\$330
Respond to INDOT Review/Resubmittal of Plans	4.0			\$440
Assist City with Responses to Bidders' Questions	2.0			\$220
Project Management				\$660.00
Issues and Progress Reports	2.0			\$220
Project Workplan/Management/Accounting Setup	4.0			\$440
TOTAL	91.0	184	\$540	\$10,750
Total Hours:	91.0	184		
Rec by Classification:	\$10,010	\$9,200		

EXHIBIT B

COMPENSATION

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of \$19,750. In the event that additional services are needed, additional compensation will be determined using the following rates:

Senior Civil Engineer	\$110/hour
Civil Engineer	\$85/hour
CADD Technician	\$50/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%*
Mileage Reimbursement	Current IRS Rate

The attached spreadsheet details the fee estimate by task.

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	3/12/2014	
Existing conditions maps and Ramp Layout Design by City	3/31/2014	
Field Check/Utility Coordination Meeting	4/15/2014	
Stage 3 Plans, Specs and Estimate to INDOT	4/30/2014	
Tracings Submittal to INDOT	6/2/2014	
Letting	9/10/2014	
Construction	Oct-Nov 2014	

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the City.

<u>Position / Responsibility</u>	<u>Name</u>
Senior Civil Engineer/Project Manager	Brock Ridgway, P.E.

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

- 1. The undersigned is the Managing Member of Eagle Ridge Civil Engineering Services, LLC.
2. The company named herein that employs the undersigned:
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared
and acknowledged the execution of the foregoing this
day
of , 2014.

Notary Public

Printed name

My Commission Expires:
County of Residence:

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

- 1. The undersigned is the Managing Member of Eagle Ridge Civil Engineering Services, LLC.
2. The company named herein that employs the undersigned:
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared
and acknowledged the execution of the foregoing this
day
of , 2014.

Notary Public

Printed name

My Commission Expires:
County of Residence:



Road Design and Plans

MAN-HOUR JUSTIFICATION City of Bloomington Curb and Sidewalk Improvements (Various Locations)

DESCRIPTION	Department Manager	Team Leader	Project Manager	Project Engineer	Design Engineer	CAD Designer	
Project Management							
Invoices and Progress Reports		8	16				
Project Work Plan/Management/Accounting Setup		4	16				
Stage 3							
Conduct Field Check/Review with City			30				
Complete Site Plans (120 locations)				16		120	
Peer Review - New City Typical Details			8				
Prepare Quantity Calculations				4	16		
Prepare Title Sheet				1		2	
Prepare Index/Notes/Legend/Utility Contact Sheet				1		2	
Prepare Typical Detail Sheet				2		8	
Prepare Maintenance of Traffic Detail Sheet				2		8	
Prepare Master Map for Plan Sheet Index				2		16	
Prepare Site Plan Sheets (30 sheets)				8		40	
Prepare Quantity Tables					4	4	
Prepare Cost Estimate			1	2	4		
Prepare Special Provisions				8			
Prepare Geotechnical Waiver				4			
Submittal Forms and Documentation				40			
QA/QC Review			8				
City of Bloomington Review Comments / Revisions				2		4	
Final Tracings							
Revise Plans Per Reviewer Comments				4		24	
Final Plans				4	16	24	
Final Special Provisions				2			
Final Cost Estimate				2	4		
Submittal Forms and Documentation				24			
QA/QC Review			8				
City of Bloomington Review Comments / Revisions				2		4	
Bidding Services							
Coordination with INDOT / Contractor Questions			16				
TOTAL HOURS	0	12	103	130	44	256	
BILLING RATE	\$ 198.00	\$ 174.00	\$ 145.00	\$ 130.00	\$ 120.00	\$ 122.00	
DIRECT SALARY COST	\$ -	\$ 2,088.00	\$ 14,935.00	\$ 16,900.00	\$ 5,280.00	\$ 31,232.00	\$ 70,435.00
TOTAL FEE							\$ 70,400

FEE JUSTIFICATION
CITY OF BLOOMINGTON - CURB RAMP REPLACEMENT (120 Locations with 400 Ramps)
CITY PROVIDES RAMP DETAILS AND DESIGNS SPOT ELEVATIONS - ELECTRONIC FORMAT

DESCRIPTION	NO. OF SHEETS	DEPT MGR	PROJ MGR	MANHOURS BY CLASSIFICATION				DESIGNER II	HOURS	TOTAL HOURS
				ENG IV	ENG II	DESIGNER II	DESIGNER II			
Review City provided Topo, RW, Property Line Info & revise Cadd per INDOT Stds.				6					10	16
Designers Check of Existing Conditions					1				8	9
Establish Grade Controls/Design Criteria										
Prepare Preliminary Title Sheet & Index Sheet	2								2	8
Prepare Preliminary Typical Sections										10
Design Preliminary Geometrics										
Preliminary Cross Sections										
Check and assemble Plan Sheets (8 ramps per sheet - 400 total)	50				2				8	16
Preliminary Coordination with Utilities										26
Level One Design Criteria & Intersection SSD										
Project Coordination with INDOT & Locals										
Quality Management/Quality Control				6					3	34
Subtotal Hours										61
Preliminary Field Check Submittal										
Revise Plans per Stage 1 Review Comments										
Preliminary Drainage Design										
Prepare Level 2 or 3 Design Exceptions										
Preliminary Detail Sheets (8 ramps per sheet - 400 total)	50				1				1	4
Preliminary Plat 1										8
Preliminary Maintenance of Traffic										
Preliminary Plan & Profile Sheets (8 ramps per sheet - 400 total)	50				2				24	60
Preliminary Lighting Plan										86
Update Cross Sections										
Preliminary Pavement Marking Plan										
Preliminary Signing Plan										
Preliminary Roadway Quantities					2				16	58
Preliminary Roadway Construction Cost Estimate					1				2	9
Preliminary Special Provisions										
PRC Meeting and Preparation of Meeting Minutes					6				12	18
Project Coordination with INDOT & Locals										8
Quality Management/Quality Control				4					2	4
Compile INDOT ERMS				4					22	2
Subtotal Hours									55	50
									68	197



Board of Public Works Staff Report

Project/Event: Approval of Purchase Sign Retroreflectivity Upgrade Project
Petitioner/Representative: N/A
Staff Representative: Matt Smethurst
Agenda Date: April 8, 2014

Report:

The City of Bloomington Engineering Department has been working with the Indiana Department of Transportation on a regulatory sign replacement project which would upgrade 2,097 existing regulatory signs. The new signs would meet federal requirements for sign retroreflectivity.

The Board authorized Engineering staff to seek quotes for supplying Sign Materials. These quotes were opened and read aloud publicly at a meeting held on February 9, 2014. The results were as follows;

Stello Products	- \$59,801.55
Osburn Associates	- \$64,880.29
Hall Signs	- \$67,886.65

Recommendation and Supporting Justification: Staff recommends award for purchase goes to Stello Products in the amount of \$59,801.55. This project shall be funded from the Street Department 2014 Budget line # 52330.

Recommend Approval Denial by

Matt Smethurst



PRODUCTS, INC.

840 WEST HILLSIDE • SPENCER, INDIANA 47460 • 812-829-2246 • FAX: 812-829-6053

February 18, 2014

City of Bloomington Engineering Dept.
Attn: Justin Wykoff
401 N. Morton St.
Suite 130
Bloomington, IN 47404

Dear Justin:

Thank you for the opportunity to your retroreflectivity sign upgrade project. Enclosed you will find our bid documents.

Our signs will be manufactured on 5052 H38 aluminum, .080 gauge, with 3M High Intensity Prismatic sheeting. The tubular sign posts will be 12 gauge aluminum and INDOT certifications will be provided for all.

Terms of the project are FOB Destination, Net 30. We will work with the city on lead time needs.

We look forward to your consideration. Stello is striving to grow in Indiana and beyond in the traffic control industry and puts customer service as our top priority.

Sincerely,

Todd N. Zellers

President, Stello Products, Inc.

SILK SCREEN PROCESSING OF CUSTOM SIGNS • NOVELTY LICENSE PLATES • ALUMINUM BLANKS
TRAFFIC AND CONTROLS SIGNS • STREET NAME MARKERS

E-MAIL: info@stelloproducts.com
Web: www.stelloproducts.com

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

SIGN AND POST MATERIAL BID FOR RETROREFLECTIVITY UPGRADE PROJECT

(PLEASE TYPE OR PRINT MATERIAL NAME)

2/17/14

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): Stello Products, Inc.
 Address: P.O. Box 89
 City/State/Zip Code: Spencer, IN 47460
- 4. Telephone Number: 812 829 2246
- 5. Agent of Bidder (if applicable): Todd Zellers, President

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.

Todd Zellers, President
SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<u>SEE</u>	<u>attached</u>		<u>DOCS</u>		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
OWEN COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Stello Products, Inc.

BIDDER (FIRM)

Todd Zellers, President

SIGNATURE OF BIDDER OR AGENT



Subscribed and sworn to me this 18 day of Feb 20 14

My Commission Expires: 3/18/18

County of Residence: Monroe

[Signature]
Notary Public

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

JAMES MCNAMARA, MEMBER

CHARLOTTE ZIETLOW, PRESIDENT

DR. FRANK N. HRISOMALOS, MEMBER

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

SIGN AND POST MATERIAL BID FOR RETROREFLECTIVITY UPGRADE PROJECT

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION w/SHEETING TYPE	IMAGE	UNIT PRICE	TOTAL AMOUNT
1.	SPEED LIMIT SIGNS 25MPH 24"x30"	221	EA	R2-1 HIGH INTENSITY PRISMATIC		17 ⁵⁰	3867 ⁵⁰
2.	STOP SIGNS 30"x30"	605	EA	R1-1 HIGH INTENSITY PRISMATIC		22 ⁸⁵	13824 ²⁰
3.	ONE-WAY SIGNS 24"x30"	18	EA	R6-2 (RIGHT) HIGH INTENSITY PRISMATIC		17 ⁵⁰	315 ⁰⁰
4.	ONE-WAY SIGNS 24"x30"	18	EA	R6-2 (LEFT) HIGH INTENSITY PRISMATIC		17 ⁵⁰	315 ⁰⁰
5.	ONE-WAY SIGNS 36"x12"	205	EA	R6-1L HIGH INTENSITY PRISMATIC		11 ⁷⁰	2938 ⁵⁰
6.	ONE-WAY SIGNS 36"x12"	201	EA	R6-1R HIGH INTENSITY PRISMATIC		11 ⁷⁰	2351 ⁷⁰
7.	KEEP RIGHT SIGNS 24"x30"	8	EA	R4-7 HIGH INTENSITY PRISMATIC		17 ⁵⁰	140 ⁰⁰
8.	YIELD SIGN SIGNS 30"	10	EA	R1-2 HIGH INTENSITY PRISMATIC		16 ⁰⁰	160 ⁰⁰
9.	WEIGHT LIMIT SIGNS 18"x24"	5	EA	R12-1 HIGH INTENSITY PRISMATIC		11 ⁷⁰	58 ⁵⁰
10.	NO TRUCKS SIGNS 30"x30"	15	EA	R5-2 HIGH INTENSITY PRISMATIC		23 ⁰⁰	345 ⁰⁰
11.	NO PARKING SIGNS 12"x18"	744	EA	R7-31A HIGH INTENSITY PRISMATIC		5 ⁹⁵	4426 ⁸⁰
12.	DO NOT ENTER SIGNS 30"x30"	39	EA	R5-1 HIGH INTENSITY PRISMATIC		23 ⁰⁰	897 ⁰⁰
13.	WRONG WAY SIGNS 30"x18"	8	EA	R5-1A HIGH INTENSITY PRISMATIC		14 ⁰⁰	112 ⁰⁰
14.	LONG POSTS 2-1/4"x2-1/4"x12'	300	EA			29 ⁸⁵	8955 ⁰⁰
15.	SHORT POSTS 2-1/4"x2-1/4"x10'	530	EA			25 ⁰²	13260 ⁶⁰
16.	POST ANCHOR 2-1/2"x2-1/2"x42"	830	EA			10 ⁰⁹	8374 ⁷⁰
						TOTAL =	60341 ⁵⁰

All signs shall be on .080" Aluminum Sheeting

All Prices Shall Include Delivery to:
Street Department Attn: Mike Stinson
 City of Bloomington
 1981 South Henderson Street
 Bloomington, IN 47401

ADDENDUM NO. 1
TO THE
DRAWINGS AND SPECIFICATIONS
FOR THE

SIGN AND POST MATERIAL BID FOR RETROREFLECTIVITY UPGRADE PROJECT
2014-01

ISSUED FROM: CITY HALL AT THE SHOWERS BUILDING
Post Office Box 100
401 North Morton Street
Bloomington, Indiana 47404

ISSUE DATE: February 14, 2014

Quote DATE: February 19, 2014

This Addendum No.1 to the drawings and specifications shall supplement, amend and become a part of the bidding documents, plans, and specifications. All bids and construction contracts shall be based on these modifications to the original contract documents.

ITEM NO. 1: THE QUOTE/BID BOND AMOUNT SHALL BE EQUAL TO 5% OF THE SUBMITTED COST

ITEM NO. 2: ORDER QUANTITIES SHALL BE ESTIMATED AT ONE ORDER AND SHALL INCLUDE SHIPPING/DELIVERY COSTS FOR THAT ONE ORDER. SHOULD THE ORDER QUANTITY BE LESS, OR REQUIRE ADDITIONAL SHIPMENTS AT THE REQUEST OF THE OWNER, THEN ADDITIONAL SHIPPING COSTS WILL BE PAID BY OWNER.

ITEM NO. 3: THE ALUMINIUM ALLOY SHALL MEET INDOT SPECIFICATIONS.

ITEM NO. 4: THE R5-2 "NO TRUCKS" SIGN SHALL BE CORRECTED TO AN R5-2A (WORD) SIGN AS OPPOSED TO A SYMBOL.

**ITEM NO. 5: ALL POSTS AND ANCHORS SHALL BE MADE
OF 12 GAUGE METAL AND TO INDOT SPECIFICATIONS.**

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Stello Products, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF BLOOMINGTON

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars (\$5% of bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Manufacturing finished traffic signs for the city of Bloomington.
City of Bloomington is doing installation.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19 day of February, 2014

Stello Products, Inc.

(Principal)

(Seal)

(Witness)

By: Todd Ziles President
(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

By: Alicia R. Franklin
Alicia R. Franklin Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Ray Wallace DeFord, Elizabeth A Eaton, Alicia R Franklin,

of Spencer, IN its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 14th day of February, 2014.



Scott R. Boer

Assistant Secretary

CITY OF BLOOMINGTON
Payroll Register - Board of Public Works

From Date: 04/04/2014 - To Date: 04/04/2014

Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay		
<u>Department: Animal - Animal Shelter</u>											
Arthur, Janna - 622	04/04/2014	1,043.84		0.00	98.38	61.70	14.43	32.53	10.05	53.05	773.70
			0.00	0.00	995.29	995.29	995.29	995.29	995.29		
Carpenter, Danyale - 100000097	04/04/2014	969.60		0.00	42.68	46.26	10.82	24.06	7.43	313.39	524.96
			0.00	0.00	746.06	746.06	746.06	746.06	746.06		
Edwards, Dianne - 100001791	04/04/2014	1,488.00		0.00	174.42	84.43	19.75	43.69	14.30	208.56	942.85
			0.00	0.00	1,361.84	1,361.84	1,361.84	1,361.84	1,361.84		
Ennis, Mary C - 219	04/04/2014	1,014.29		0.00	69.93	62.88	14.71	33.18	10.25	0.00	823.34
			0.00	0.00	1,014.29	1,014.29	1,014.29	1,014.29	1,014.29		
Eppley, Julia K - 100002224	04/04/2014	1,461.60		0.00	129.76	74.68	17.47	39.65	12.24	289.41	898.39
			0.00	0.00	1,204.50	1,204.50	1,204.50	1,204.50	1,204.50		
Eubank, Nadine F - 100002333	04/04/2014	2,114.32		0.00	342.08	128.92	30.15	69.39	21.83	66.39	1,455.56
			0.00	0.00	2,079.29	2,079.29	2,079.29	2,079.29	2,079.29		
Farmer, Carly M - 100000184	04/04/2014	1,520.70		0.00	112.64	80.54	18.84	44.17	13.24	303.83	947.44
			0.00	0.00	1,299.01	1,299.01	1,299.01	1,299.01	1,299.01		
Gibson, Jennifer - 64	04/04/2014	1,432.08		0.00	163.32	79.85	18.68	43.79	13.52	152.34	960.58
			0.00	0.00	1,287.82	1,287.82	1,287.82	1,287.82	1,287.82		
Herr, Emily J - 100003165	04/04/2014	698.81		0.00	42.20	29.78	6.96	15.02	4.64	227.91	372.30
			0.00	0.00	480.34	480.34	480.34	480.34	480.34		
McKinney, Amber J - 178	04/04/2014	1,424.80		0.00	110.66	88.42	20.68	47.18	14.57	72.17	1,071.12
			0.00	0.00	1,426.17	1,426.17	1,426.17	1,426.17	1,426.17		
Minder, Vicki L - 100001296	04/04/2014	1,524.81		0.00	168.53	88.20	20.62	44.97	13.89	308.50	880.10
			0.00	0.00	1,322.56	1,422.56	1,422.56	1,322.56	1,322.56		
O'Brien, Brenda - 100000365	04/04/2014	1,488.02		0.00	186.59	89.45	20.92	49.06	15.15	82.45	1,044.40
			0.00	0.00	1,442.96	1,442.96	1,442.96	1,442.96	1,442.96		
Peffering, Roberta L - 100003140	04/04/2014	1,847.99		0.00	263.62	109.45	25.61	60.03	18.54	114.04	1,256.70
			0.00	0.00	1,765.46	1,765.46	1,765.46	1,765.46	1,765.46		
Ringquist, Laurie - 100001843	04/04/2014	2,357.67		0.00	272.66	146.68	34.30	80.44	24.84	23.14	1,775.61
			0.00	0.00	2,365.80	2,365.80	2,365.80	2,365.80	2,365.80		
Ritchel, Lisa R - 328	04/04/2014	589.62		0.00	31.33	33.38	7.81	18.30	5.65	59.37	433.78
			0.00	0.00	538.32	538.32	538.32	538.32	538.32		
Samuelson, Danielle - 100003640	04/04/2014	850.08		0.00	84.59	47.30	11.06	25.94	8.01	98.58	574.60
			0.00	0.00	762.96	762.96	762.96	762.96	762.96		

CITY OF BLOOMINGTON
Payroll Register - Board of Public Works

From Date: 04/04/2014 - To Date: 04/04/2014

Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay		
Sauder, Virgil E - 100002554	04/04/2014	1,772.67	0.00	195.58	92.58	21.65	48.16	14.87	285.52	1,114.31	
			0.00	0.00	1,493.27	1,493.27	1,493.27	1,493.27	1,493.27		
Steury, Nickiah Q - 573	04/04/2014	1,043.84	0.00	75.04	65.00	15.20	35.64	10.60	0.00	842.36	
			0.00	0.00	1,048.34	1,048.34	1,048.34	1,048.34	1,048.34		
Thrasher, David K - 411	04/04/2014	608.64	0.00	14.90	37.74	8.83	19.39	5.99	0.00	521.79	
			0.00	0.00	608.64	608.64	608.64	608.64	608.64		
Totals Animal - Animal Shelter		\$25,251.38	\$0.00	\$0.00	\$2,578.91	\$1,447.24	\$338.49	\$774.59	\$239.61	\$2,658.65	\$17,213.89
			\$0.00	\$0.00	\$23,242.92	\$23,342.92	\$23,342.92	\$23,242.92	\$23,242.92		
Department: BPS - Board of Public Safety											
Huerta, Michael A - 100002601	04/04/2014	24.40	0.00	0.00	1.52	0.35	0.83	0.26	0.00	21.44	
			0.00	0.00	24.40	24.40	24.40	24.40	24.40		
Vance, William A - 100002738	04/04/2014	24.40	0.00	0.00	1.52	0.35	0.00	0.00	0.00	22.53	
			0.00	0.00	24.40	24.40	24.40	24.40	24.40		
Walsh, Betsy S - 100000500	04/04/2014	24.40	0.00	0.00	1.52	0.35	0.83	0.26	0.00	21.44	
			0.00	0.00	24.40	24.40	24.40	24.40	24.40		
Yoon, Susan J - 661	04/04/2014	24.40	0.00	0.00	1.52	0.36	0.00	0.00	0.00	22.52	
			0.00	0.00	24.40	24.40	24.40	24.40	24.40		
Totals BPS - Board of Public Safety		\$97.60	\$0.00	\$0.00	\$0.00	\$6.08	\$1.41	\$1.66	\$0.52	\$0.00	\$87.93
			\$0.00	\$0.00	\$97.60	\$97.60	\$97.60	\$97.60	\$97.60		
Department: CFRD - Community & Family Resources											
Brenner, H Craig - 100000077	04/04/2014	2,155.39	0.00	140.00	115.67	27.05	50.00	15.39	756.27	1,051.01	
			0.00	0.00	1,465.78	1,865.78	1,865.78	1,465.78	1,465.78		
Calender-Anderson, Beverly - 100002518	04/04/2014	2,078.77	0.00	270.04	121.30	28.37	64.36	19.88	147.28	1,427.54	
			0.00	0.00	1,931.49	1,956.49	1,956.49	1,931.49	1,931.49		
Giordano, Peter S - 100000209	04/04/2014	3,136.67	0.00	490.58	191.86	44.87	102.60	31.68	103.05	2,172.03	
			0.00	0.00	3,094.44	3,094.44	3,094.44	3,094.44	3,094.44		
LaMantia, Merridee - 100003541	04/04/2014	658.75	0.00	19.91	40.84	9.55	21.09	6.51	0.00	560.85	
			0.00	0.00	658.75	658.75	658.75	658.75	658.75		
Mayer, Kathy A - 100003096	04/04/2014	1,422.62	0.00	176.32	85.22	19.93	46.73	14.03	106.27	974.12	
			0.00	0.00	1,374.48	1,374.48	1,374.48	1,374.48	1,374.48		
Owens, Sue - 100000370	04/04/2014	2,040.04	0.00	215.11	124.13	29.03	67.39	20.81	87.76	1,495.81	
			0.00	0.00	1,982.14	2,002.14	2,002.14	1,982.14	1,982.14		
Savich, Elizabeth D - 100000433	04/04/2014	2,073.61	0.00	96.21	105.85	24.75	28.58	8.83	1,270.25	539.14	
			0.00	0.00	840.46	1,707.12	1,707.12	840.46	840.46		

CITY OF BLOOMINGTON
Payroll Register - Board of Public Works

From Date: 04/04/2014 - To Date: 04/04/2014

Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay		
Schaich, Lucy - 100000434	04/04/2014	1,727.58		0.00	170.01	104.25	24.38	57.17	17.66	62.93	1,291.18
			0.00	0.00	1,681.51	1,681.51	1,681.51	1,681.51	1,681.51		
Soto, Daniel - 100002778	04/04/2014	918.00		0.00	17.95	53.62	12.54	26.98	8.68	53.05	745.18
			0.00	0.00	864.95	864.95	864.95	864.95	864.95		
Woolery, Nancy - 100000530	04/04/2014	2,028.85		0.00	201.44	120.77	28.24	64.58	19.94	128.02	1,465.86
			0.00	0.00	1,937.86	1,947.86	1,947.86	1,937.86	1,937.86		
Totals CFRD - Community & Family Resources		\$18,240.28	\$0.00	\$0.00	\$1,797.57	\$1,063.51	\$248.71	\$529.48	\$163.41	\$2,714.88	\$11,722.72
			\$0.00	\$0.00	\$15,831.86	\$17,153.52	\$17,153.52	\$15,831.86	\$15,831.86		
<u>Department: Clerk - Clerk</u>											
Bolden, F Nicole - 100003502	04/04/2014	1,200.33		0.00	58.53	62.64	14.65	30.43	9.40	226.62	798.06
			0.00	0.00	1,010.42	1,010.42	1,010.42	1,010.42	1,010.42		
Gayde, Amanda J - 502	04/04/2014	215.37		0.00	0.00	13.35	3.12	3.40	4.98	0.00	190.52
			0.00	0.00	215.37	215.37	215.37	215.37	215.37		
Moore, Regina M - 100000349	04/04/2014	1,952.79		0.00	191.97	113.32	26.51	62.15	19.19	131.67	1,407.98
			0.00	0.00	1,827.86	1,827.86	1,827.86	1,827.86	1,827.86		
Wanzer, Susan P - 100000502	04/04/2014	1,125.44		0.00	53.39	61.60	14.41	32.47	10.03	153.61	799.93
			0.00	0.00	993.56	993.56	993.56	993.56	993.56		
Totals Clerk - Clerk		\$4,493.93	\$0.00	\$0.00	\$303.89	\$250.91	\$58.69	\$128.45	\$43.60	\$511.90	\$3,196.49
			\$0.00	\$0.00	\$4,047.21	\$4,047.21	\$4,047.21	\$4,047.21	\$4,047.21		
<u>Department: Controller - Controller</u>											
Baker, Julie - 100003138	04/04/2014	1,252.59		0.00	146.03	73.11	17.09	43.73	11.96	129.63	831.04
			0.00	0.00	1,139.24	1,179.24	1,179.24	1,139.24	1,139.24		
McGlothlin, Kelly S - 100000331	04/04/2014	1,628.08		0.00	200.32	92.55	21.65	49.91	15.41	173.08	1,075.16
			0.00	0.00	1,467.81	1,492.81	1,492.81	1,467.81	1,467.81		
McMillian, Jeffrey D - 100000335	04/04/2014	2,443.74		0.00	346.52	142.07	33.23	124.51	23.01	304.77	1,469.63
			0.00	0.00	2,191.53	2,291.53	2,291.53	2,191.53	2,191.53		
Mitchner, Tamara - 100001316	04/04/2014	2,030.19		0.00	309.01	123.81	28.96	66.20	20.44	128.82	1,352.95
			0.00	0.00	1,947.02	1,997.02	1,997.02	1,947.02	1,947.02		
Slater, Donna S - 545	04/04/2014	2,746.15		0.00	254.52	147.88	34.59	79.79	24.64	370.39	1,834.34
			0.00	0.00	2,385.23	2,385.23	2,385.23	2,385.23	2,385.23		
West, Susan L - 434	04/04/2014	3,265.77		0.00	374.22	188.66	44.12	103.46	31.95	250.16	2,273.20
			0.00	0.00	3,042.91	3,042.91	3,042.91	3,042.91	3,042.91		
Totals Controller - Controller		\$13,366.52	\$0.00	\$0.00	\$1,630.62	\$768.08	\$179.64	\$467.60	\$127.41	\$1,356.85	\$8,836.32
			\$0.00	\$0.00	\$12,173.74	\$12,388.74	\$12,388.74	\$12,173.74	\$12,173.74		

CITY OF BLOOMINGTON
Payroll Register - Board of Public Works

From Date: 04/04/2014 - To Date: 04/04/2014

Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay		
Department: Council - Council											
Brewington, Grace A - 577	04/04/2014	368.34		0.00	28.37	22.84	5.34	12.52	3.87	0.00	295.40
			0.00	0.00	368.34	368.34	368.34	368.34	368.34		
Granger, Dorothy J - 231	04/04/2014	561.83		0.00	24.95	29.42	6.87	14.82	4.58	87.37	393.82
			0.00	0.00	474.46	474.46	474.46	474.46	474.46		
Mayer, Timothy - 100000327	04/04/2014	561.83		0.00	29.89	23.78	5.56	13.04	4.03	178.33	307.20
			0.00	0.00	383.50	383.50	383.50	383.50	383.50		
Neher, Darryl R - 229	04/04/2014	561.83		0.00	10.22	34.83	8.15	17.79	5.50	0.00	485.34
			0.00	0.00	561.83	561.83	561.83	561.83	561.83		
Rhoads, Stacy Jane - 100002283	04/04/2014	1,980.41		0.00	261.43	120.71	28.23	63.19	19.52	90.17	1,397.16
			0.00	0.00	1,897.07	1,947.07	1,947.07	1,897.07	1,897.07		
Rollo, David R - 100001776	04/04/2014	561.83		0.00	10.22	34.83	8.15	17.79	5.50	0.00	485.34
			0.00	0.00	561.83	561.83	561.83	561.83	561.83		
Ruff, Andrew J - 100000422	04/04/2014	561.83		0.00	135.58	27.05	6.32	13.53	4.18	125.56	249.61
			0.00	0.00	436.27	436.27	436.27	436.27	436.27		
Sandberg, Susan J - 100002577	04/04/2014	561.83		0.00	94.42	34.83	8.15	17.79	5.50	3.52	397.62
			0.00	0.00	561.83	561.83	561.83	561.83	561.83		
Sherman, Daniel - 100000448	04/04/2014	3,070.24		0.00	250.00	180.05	42.11	90.00	21.16	1,065.90	1,421.02
			0.00	0.00	2,014.93	2,904.12	2,904.12	2,014.93	2,014.93		
Spechler, Martin C - 230	04/04/2014	561.83		0.00	10.22	34.83	8.15	17.79	5.50	0.00	485.34
			0.00	0.00	561.83	561.83	561.83	561.83	561.83		
Sturbaum, Chris W - 100002037	04/04/2014	561.83		0.00	79.92	31.54	7.38	14.68	4.53	53.05	370.73
			0.00	0.00	508.78	508.78	508.78	508.78	508.78		
Volan, Stephen G - 100002038	04/04/2014	561.83		0.00	20.69	26.77	6.26	13.38	4.13	129.97	360.63
			0.00	0.00	431.86	431.86	431.86	431.86	431.86		
Totals Council - Council		\$10,475.46	\$0.00	\$0.00	\$955.91	\$601.48	\$140.67	\$306.32	\$88.00	\$1,733.87	\$6,649.21
			\$0.00	\$0.00	\$8,762.53	\$9,701.72	\$9,701.72	\$8,762.53	\$8,762.53		
Department: Eng - Engineering											
Alexander, Richard L - 100001327	04/04/2014	2,026.27		0.00	129.91	111.29	26.03	56.32	16.59	371.91	1,314.22
			0.00	0.00	1,694.93	1,794.93	1,794.93	1,694.93	1,694.93		
Aten, Roy E - 100000055	04/04/2014	1,615.90		0.00	89.34	86.25	20.17	49.68	13.80	267.45	1,089.21
			0.00	0.00	1,391.08	1,391.08	1,391.08	1,391.08	1,391.08		
Heerdink, Jeffrey K - 100000241	04/04/2014	1,762.86		0.00	252.11	106.60	24.93	58.46	34.05	61.60	1,225.11

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Kehrberg, Paul - 100003083	04/04/2014	1,308.91	0.00	0.00	1,719.41	1,719.41	1,719.41	1,719.41	1,719.41	920.90
			0.00	0.00	158.58	78.19	18.29	42.71	13.19	77.05
Reid, L Adrian - 100002560	04/04/2014	3,136.30	0.00	0.00	1,256.26	1,261.26	1,261.26	1,256.26	1,256.26	2,332.06
			0.00	0.00	307.93	195.12	45.63	98.83	31.73	125.00
Smethurst, Matthew L - 100000456	04/04/2014	1,766.31	0.00	0.00	3,022.12	3,147.12	3,147.12	3,022.12	3,022.12	1,226.39
			0.00	0.00	130.02	96.42	22.56	51.57	15.93	223.42
Totals Eng - Engineering		\$11,616.55	\$0.00	\$0.00	\$1,067.89	\$673.87	\$157.61	\$357.57	\$125.29	\$8,107.89
			\$0.00	\$0.00	\$10,639.06	\$10,869.06	\$10,869.06	\$10,639.06	\$10,639.06	
<u>Department: ESD - Economic & Sustainable Dev</u>										
Alano Martin, Danise C - 100002337	04/04/2014	3,136.66	0.00	0.00	570.51	185.07	43.28	100.18	30.94	2,042.32
			0.00	0.00	2,984.99	2,984.99	2,984.99	2,984.99	2,984.99	
Bauer, Jacqueline M - 100002288	04/04/2014	2,020.82	0.00	0.00	110.90	125.72	29.41	47.24	14.99	1,092.56
			0.00	0.00	1,427.79	2,027.79	2,027.79	1,427.79	1,427.79	
Carnes, Jason C - 445	04/04/2014	2,117.48	0.00	0.00	206.01	119.13	27.87	65.33	20.18	1,466.75
			0.00	0.00	1,921.46	1,921.46	1,921.46	1,921.46	1,921.46	
Michaelsen, Miah F - 100002999	04/04/2014	2,117.50	0.00	0.00	35.27	131.29	30.70	40.63	12.55	983.06
			0.00	0.00	1,233.50	2,117.50	2,117.50	1,233.50	1,233.50	
Totals ESD - Economic & Sustainable Dev		\$9,392.46	\$0.00	\$0.00	\$922.69	\$561.21	\$131.26	\$253.38	\$78.66	\$5,584.69
			\$0.00	\$0.00	\$7,567.74	\$9,051.74	\$9,051.74	\$7,567.74	\$7,567.74	
<u>Department: Facilities - Facilities Maintenance</u>										
Collins, Barry - 100000111	04/04/2014	2,126.12	0.00	0.00	229.85	128.99	30.16	70.73	21.84	1,572.64
			0.00	0.00	2,080.41	2,080.41	2,080.41	2,080.41	2,080.41	
Flake, Russell K - 100003642	04/04/2014	1,526.20	0.00	0.00	205.09	94.94	22.20	52.07	16.08	1,051.67
			0.00	0.00	1,531.34	1,531.34	1,531.34	1,531.34	1,531.34	
Remillard, Peter G - 444	04/04/2014	660.00	0.00	0.00	48.09	40.92	9.57	22.44	6.93	532.05
			0.00	0.00	660.00	660.00	660.00	660.00	660.00	
Wallock, Barry G - 100003578	04/04/2014	1,239.14	0.00	0.00	129.57	74.60	17.45	39.60	12.23	902.54
			0.00	0.00	1,203.25	1,203.25	1,203.25	1,203.25	1,203.25	
Totals Facilities - Facilities Maintenance		\$5,551.46	\$0.00	\$0.00	\$612.60	\$339.45	\$79.38	\$184.84	\$57.08	\$4,058.90
			\$0.00	\$0.00	\$5,475.00	\$5,475.00	\$5,475.00	\$5,475.00	\$5,475.00	
<u>Department: Fleet - Fleet Maintenance</u>										
Ayers, John W - 100003000	04/04/2014	1,533.60	0.00	0.00	169.80	78.39	18.32	52.99	13.28	848.06
			0.00	0.00	1,264.38	1,264.38	1,264.38	1,264.38	1,264.38	

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Bowlen, Lisa R - 100000074	04/04/2014	1,412.30		0.00	162.86	80.89	18.92	43.68	13.49	132.37	960.09
			0.00	0.00	1,284.80	1,304.80	1,304.80	1,284.80	1,284.80		
Goble, Scott D - 100000210	04/04/2014	1,731.20		0.00	169.45	104.01	24.33	57.04	17.62	142.11	1,216.64
			0.00	0.00	1,677.73	1,677.73	1,677.73	1,677.73	1,677.73		
Hodge, William E - 100003649	04/04/2014	1,488.80		0.00	195.74	92.63	21.66	50.79	19.42	171.72	936.84
			0.00	0.00	1,493.94	1,493.94	1,493.94	1,493.94	1,493.94		
Kerr, William C - 100003369	04/04/2014	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Lazell, Lisa - 100000304	04/04/2014	1,532.53		0.00	171.26	91.83	21.48	49.05	34.56	75.63	1,088.72
			0.00	0.00	1,481.17	1,481.17	1,481.17	1,481.17	1,481.17		
Rushton, Bradley C - 100002061	04/04/2014	1,784.40		0.00	223.99	99.63	23.30	54.64	16.87	289.03	1,076.94
			0.00	0.00	1,606.92	1,606.92	1,606.92	1,606.92	1,606.92		
Sharp, Keith L - 100000445	04/04/2014	1,810.80		0.00	149.99	95.98	22.44	52.63	16.25	342.58	1,130.93
			0.00	0.00	1,548.04	1,548.04	1,548.04	1,548.04	1,548.04		
Young, Michael K - 100000537	04/04/2014	2,267.37		0.00	420.89	148.46	34.72	81.41	25.14	36.65	1,520.10
			0.00	0.00	2,394.54	2,394.54	2,394.54	2,394.54	2,394.54		
Totals Fleet - Fleet Maintenance		\$13,561.00	\$0.00	\$0.00	\$1,663.98	\$791.82	\$185.17	\$442.23	\$156.63	\$1,542.85	\$8,778.32
			\$0.00	\$0.00	\$12,751.52	\$12,771.52	\$12,771.52	\$12,751.52	\$12,751.52		
Department: HR - Human Resources											
Chestnut, Janice E - 100000103	04/04/2014	1,708.80		0.00	135.22	99.17	23.19	49.28	15.22	273.47	1,113.25
			0.00	0.00	1,449.53	1,599.53	1,599.53	1,449.53	1,449.53		
Gill, Usha P - 44	04/04/2014	192.53		0.00	0.00	11.94	2.79	5.24	1.62	0.00	170.94
			0.00	0.00	192.53	192.53	192.53	192.53	192.53		
Richardson, Bryne K - 100003309	04/04/2014	258.59		0.00	3.36	16.03	3.75	7.48	2.31	0.00	225.66
			0.00	0.00	258.59	258.59	258.59	258.59	258.59		
Russey, Samantha - 498	04/04/2014	1,176.80		0.00	139.14	69.85	16.34	38.31	11.83	50.17	851.16
			0.00	0.00	1,126.63	1,126.63	1,126.63	1,126.63	1,126.63		
Sims, Doris J - 100000453	04/04/2014	3,265.77		0.00	559.92	197.85	46.27	105.10	32.46	192.83	2,131.34
			0.00	0.00	3,091.04	3,191.04	3,191.04	3,091.04	3,091.04		
Stedman, Kathleen D - 401	04/04/2014	2,020.38		0.00	248.52	107.26	25.09	56.66	17.50	329.09	1,236.26
			0.00	0.00	1,705.04	1,730.04	1,730.04	1,705.04	1,705.04		
Thomas, Ginger R - 402	04/04/2014	2,353.85		0.00	322.23	132.70	31.03	71.46	22.07	254.76	1,519.60
			0.00	0.00	2,140.26	2,140.26	2,140.26	2,140.26	2,140.26		

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Totals HR - Human Resources	\$10,976.72	\$0.00	\$0.00	\$1,408.39	\$634.80	\$148.46	\$333.53	\$103.01	\$1,100.32	\$7,248.21
		\$0.00	\$0.00	\$9,963.62	\$10,238.62	\$10,238.62	\$9,963.62	\$9,963.62		
Department: ITS - Information & Technology Service										
Bowlen, Kevin M - 100001824	04/04/2014	1,627.73	0.00	156.51	94.43	22.09	50.48	15.59	153.28	1,135.35
			0.00	1,523.18	1,523.18	1,523.18	1,523.18	1,523.18		
Brown, Emily J - 100002985	04/04/2014	1,656.12	0.00	206.42	96.82	22.65	50.94	15.73	130.08	1,133.48
			0.00	1,536.66	1,561.66	1,561.66	1,536.66	1,536.66		
Dietz, Richard B - 100002301	04/04/2014	3,136.66	0.00	548.79	188.89	44.17	102.27	31.58	113.17	2,107.79
			0.00	3,046.49	3,046.49	3,046.49	3,046.49	3,046.49		
Eubank, Debra A - 100000180	04/04/2014	1,758.57	0.00	172.05	100.83	23.58	49.23	15.20	355.87	1,041.81
			0.00	1,486.39	1,626.39	1,626.39	1,486.39	1,486.39		
Gilliland, Linda - 100000207	04/04/2014	1,975.48	0.00	173.51	108.80	25.45	57.96	17.90	318.52	1,273.34
			0.00	1,704.82	1,754.82	1,754.82	1,704.82	1,704.82		
Goodman, James R - 100000213	04/04/2014	1,688.84	0.00	234.43	102.22	23.91	56.05	17.31	40.17	1,214.75
			0.00	1,648.67	1,648.67	1,648.67	1,648.67	1,648.67		
Goodwin, Justin E - 100002564	04/04/2014	1,606.21	0.00	118.93	91.84	21.48	49.06	15.15	144.51	1,165.24
			0.00	1,481.34	1,481.34	1,481.34	1,481.34	1,481.34		
Haley, Laura M - 100000225	04/04/2014	2,481.62	0.00	304.93	149.51	34.97	73.88	22.82	313.98	1,581.53
			0.00	2,211.45	2,411.45	2,411.45	2,211.45	2,211.45		
Hoffmann, Matthew M - 100003399	04/04/2014	1,533.44	0.00	193.68	92.11	21.54	49.21	15.20	53.05	1,108.65
			0.00	1,485.68	1,485.68	1,485.68	1,485.68	1,485.68		
Houts, Kyle E - 549	04/04/2014	1,260.58	0.00	33.34	60.74	14.21	30.69	9.48	285.64	826.48
			0.00	979.52	979.52	979.52	979.52	979.52		
Ingham, Nathan C - 100002476	04/04/2014	2,429.97	0.00	337.33	147.29	34.45	74.82	23.11	229.30	1,583.67
			0.00	2,200.67	2,375.67	2,375.67	2,200.67	2,200.67		
Morrow, Eric J - 5	04/04/2014	2,142.07	0.00	297.47	130.30	30.47	70.15	21.66	55.96	1,536.06
			0.00	2,101.60	2,101.60	2,101.60	2,101.60	2,101.60		
Routon, Richard D - 100000420	04/04/2014	2,845.72	0.00	504.25	175.33	41.01	97.75	28.64	135.00	1,863.74
			0.00	2,727.97	2,827.97	2,827.97	2,727.97	2,727.97		
Schertz, Alan - 100002504	04/04/2014	2,516.90	0.00	308.49	147.50	34.50	66.13	20.42	580.67	1,359.19
			0.00	1,944.91	2,378.91	2,378.91	1,944.91	1,944.91		
Sibo, Walid - 100001341	04/04/2014	2,318.93	0.00	147.91	129.93	30.38	67.33	20.79	223.25	1,699.34
			0.00	2,095.68	2,095.68	2,095.68	2,095.68	2,095.68		

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Stier, Max C - 594	04/04/2014	1,610.07	0.00	131.73	88.43	20.67	48.49	23.11	202.59	1,095.05	
			0.00	0.00	1,426.26	1,426.26	1,426.26	1,426.26	1,426.26		
Taylor, Charles S - 100002380	04/04/2014	2,329.42	0.00	236.47	131.72	30.81	70.93	21.90	249.65	1,587.94	
			0.00	0.00	2,124.56	2,124.56	2,124.56	2,124.56	2,124.56		
Totals ITS - Information & Technology Service		\$34,918.33	\$0.00	\$0.00	\$4,106.24	\$2,036.69	\$476.34	\$1,065.37	\$335.59	\$3,584.69	\$23,313.41
			\$0.00	\$0.00	\$31,725.85	\$32,849.85	\$32,849.85	\$31,725.85	\$31,725.85		
Department: Legal - Legal											
Failley, Susan - 100000182	04/04/2014	2,070.60	0.00	182.19	117.99	27.59	63.40	19.58	177.54	1,482.31	
			0.00	0.00	1,903.06	1,903.06	1,903.06	1,903.06	1,903.06		
McKinney, Barbara E - 100000334	04/04/2014	2,851.74	0.00	380.70	166.84	39.02	88.96	27.47	211.68	1,937.07	
			0.00	0.00	2,654.90	2,690.90	2,690.90	2,654.90	2,654.90		
Moore, Jacquelyn F - 100002553	04/04/2014	2,561.66	0.00	405.32	150.80	35.27	79.30	24.49	319.36	1,547.12	
			0.00	0.00	2,332.25	2,432.25	2,432.25	2,332.25	2,332.25		
Renfrow, Vickie R - 100000404	04/04/2014	3,066.08	0.00	382.78	179.80	42.05	98.60	30.45	226.71	2,105.69	
			0.00	0.00	2,899.95	2,899.95	2,899.95	2,899.95	2,899.95		
Rice, Marjorie K - 100002956	04/04/2014	3,444.36	0.00	343.17	188.22	44.02	95.11	29.37	693.88	2,050.59	
			0.00	0.00	2,835.85	3,035.85	3,035.85	2,835.85	2,835.85		
Small, Greg A - 447	04/04/2014	2,805.00	0.00	58.80	160.69	37.58	77.66	22.84	218.03	2,229.40	
			0.00	0.00	2,591.82	2,591.82	2,591.82	2,591.82	2,591.82		
Toddy, Barbara L - 100000483	04/04/2014	1,484.10	0.00	102.07	84.88	19.85	45.24	14.37	115.17	1,102.52	
			0.00	0.00	1,368.93	1,368.93	1,368.93	1,368.93	1,368.93		
Whitlow, Heather G - 100003795	04/04/2014	1,602.76	0.00	125.37	87.66	20.50	47.05	14.53	286.36	1,021.29	
			0.00	0.00	1,383.90	1,413.90	1,413.90	1,383.90	1,383.90		
Totals Legal - Legal		\$19,886.30	\$0.00	\$0.00	\$1,980.40	\$1,136.88	\$265.88	\$595.32	\$183.10	\$2,248.73	\$13,475.99
			\$0.00	\$0.00	\$17,970.66	\$18,336.66	\$18,336.66	\$17,970.66	\$17,970.66		
Department: OOTM - Office of the Mayor											
Daily, Diane E - 100002442	04/04/2014	1,713.27	0.00	191.94	103.47	24.20	53.74	16.60	132.49	1,190.83	
			0.00	0.00	1,619.01	1,669.01	1,669.01	1,619.01	1,619.01		
Kruzan, Mark - 100002030	04/04/2014	3,745.13	0.00	789.71	245.93	57.53	134.87	41.65	0.00	2,475.44	
			0.00	0.00	3,966.64	3,966.64	3,966.64	3,966.64	3,966.64		
Traycoff, Nicholas P - 604	04/04/2014	100.00	0.00	0.00	6.20	1.45	2.09	1.00	0.00	89.26	
			0.00	0.00	100.00	100.00	100.00	100.00	100.00		
Wason, Adam G - 100002982	04/04/2014	2,353.85	0.00	334.50	127.04	29.71	69.67	21.51	424.48	1,346.94	
			0.00	0.00	2,048.98	2,048.98	2,048.98	2,048.98	2,048.98		

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Whitehart, John R - 100002334	04/04/2014	3,444.38	0.00	0.00	196.38	45.93	107.69	33.26	295.04	2,766.08	
			0.00	0.00	3,167.49	3,167.49	3,167.49	3,167.49	3,167.49		
Totals OOTM - Office of the Mayor		\$11,356.63	\$0.00	\$0.00	\$1,316.15	\$679.02	\$158.82	\$368.06	\$114.02	\$852.01	\$7,868.55
			\$0.00	\$0.00	\$10,902.12	\$10,952.12	\$10,952.12	\$10,902.12	\$10,902.12		
<u>Department: Parking - Parking Enforcement</u>											
Alexander, Brian D - 100002581	04/04/2014	1,518.58	0.00	141.40	81.04	18.95	42.28	13.06	250.75	971.10	
			0.00	0.00	1,282.07	1,307.07	1,307.07	1,282.07	1,282.07		
Beasley, Lori L - 100001371	04/04/2014	1,382.89	0.00	0.00	144.26	71.97	16.83	69.47	20.31	790.79	
			0.00	0.00	1,160.77	1,160.77	1,160.77	1,160.77	1,160.77		
Branam, Patricia L - 100001469	04/04/2014	115.00	0.00	0.00	7.13	1.67	0.00	0.00	0.00	106.20	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Burch, Evan G - 100003828	04/04/2014	924.80	0.00	88.29	57.54	13.46	30.24	9.34	0.00	725.93	
			0.00	0.00	927.99	927.99	927.99	927.99	927.99		
Cox, Raye Ann - 100001952	04/04/2014	2,061.56	0.00	324.41	124.22	29.05	80.56	20.04	146.99	1,336.29	
			0.00	0.00	2,003.50	2,003.50	2,003.50	2,003.50	2,003.50		
Cross-Harris, Nancy M - 607	04/04/2014	92.00	0.00	0.00	5.70	1.33	0.51	0.16	0.00	84.30	
			0.00	0.00	92.00	92.00	92.00	92.00	92.00		
Evans, Leslie D - 100003620	04/04/2014	115.00	0.00	0.00	7.13	1.67	2.60	0.80	0.00	102.80	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Fleser, Erin M - 100002633	04/04/2014	99.00	0.00	1.44	6.14	1.44	6.37	0.23	0.00	83.38	
			0.00	0.00	99.00	99.00	99.00	99.00	99.00		
Flynn, Judith J - 100003814	04/04/2014	115.00	0.00	0.00	7.13	1.67	3.91	1.21	0.00	101.08	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Fredericks, Sigmund C - 100001354	04/04/2014	115.00	0.00	0.00	7.13	1.67	1.29	0.40	0.00	104.51	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Hartman, John H - 100003038	04/04/2014	1,286.21	0.00	101.51	63.00	14.73	31.93	9.86	298.34	766.84	
			0.00	0.00	1,016.17	1,016.17	1,016.17	1,016.17	1,016.17		
Hawkins, Janet E - 100000237	04/04/2014	115.00	0.00	5.00	7.13	1.67	3.91	0.80	0.00	96.49	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Horrar, Norman - 190	04/04/2014	115.00	0.00	0.00	7.13	1.68	0.00	0.00	0.00	106.19	
			0.00	0.00	115.00	115.00	115.00	115.00	115.00		
Jackson, Ross A - 100001706	04/04/2014	1,318.16	0.00	20.00	61.69	14.43	29.58	9.14	497.80	685.52	
			0.00	0.00	870.12	995.12	995.12	870.12	870.12		

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Jensen, Haydn M - 644	04/04/2014	271.35	0.00	0.00	16.83	3.93	6.61	2.04	0.00	241.94
			0.00	271.35	271.35	271.35	271.35	271.35		
McCarter, Susan E - 460	04/04/2014	1,142.40	0.00	114.42	68.34	15.98	36.17	11.17	161.75	734.57
			0.00	1,102.23	1,102.23	1,102.23	1,102.23	1,102.23		
Miles, James F - 100000338	04/04/2014	1,405.59	0.00	162.50	84.16	19.68	43.60	12.82	188.49	894.34
			0.00	1,282.39	1,357.39	1,357.39	1,282.39	1,282.39		
Mitchner, Linda J - 100002796	04/04/2014	115.00	0.00	0.00	7.14	1.67	2.60	0.80	0.00	102.79
			0.00	115.00	115.00	115.00	115.00	115.00		
Mitchner, Randell K - 100002795	04/04/2014	115.00	0.00	0.00	7.14	1.67	3.91	1.21	0.00	101.07
			0.00	115.00	115.00	115.00	115.00	115.00		
Moore, Clotha - 100000347	04/04/2014	115.00	0.00	0.00	7.13	1.67	3.91	1.21	0.00	101.08
			0.00	115.00	115.00	115.00	115.00	115.00		
Moore, Devin - 100003508	04/04/2014	1,272.96	0.00	154.32	76.12	17.80	40.44	12.49	150.63	821.16
			0.00	1,227.82	1,227.82	1,227.82	1,227.82	1,227.82		
Reynolds, Beth A - 100001943	04/04/2014	1,342.53	0.00	87.12	75.18	17.58	39.58	20.37	186.77	915.93
			0.00	1,202.61	1,212.61	1,212.61	1,202.61	1,202.61		
Russell, Finley L - 100003094	04/04/2014	115.00	0.00	0.00	7.13	1.67	2.60	0.80	0.00	102.80
			0.00	115.00	115.00	115.00	115.00	115.00		
Rutherford, Gary E - 100000426	04/04/2014	1,358.51	0.00	195.81	77.26	18.07	39.82	12.30	192.09	823.16
			0.00	1,171.11	1,246.11	1,246.11	1,171.11	1,171.11		
Silkworth, Amy L - 100000457	04/04/2014	1,359.36	0.00	131.20	68.12	15.94	36.51	11.27	298.34	797.98
			0.00	1,073.70	1,098.70	1,098.70	1,073.70	1,073.70		
Stevens, Brenda S - 199	04/04/2014	115.00	0.00	3.04	7.13	1.68	3.91	1.21	0.00	98.03
			0.00	115.00	115.00	115.00	115.00	115.00		
Stokes, Arthur Gene - 100003356	04/04/2014	115.00	0.00	0.00	7.14	1.67	3.91	1.21	0.00	101.07
			0.00	115.00	115.00	115.00	115.00	115.00		
Todd, Andrea L - 609	04/04/2014	980.00	0.00	65.79	60.58	14.17	33.22	10.26	131.67	664.31
			0.00	977.17	977.17	977.17	977.17	977.17		
Turpin, Raymond R - 100003030	04/04/2014	115.00	0.00	0.00	7.13	1.67	3.91	1.21	0.00	101.08
			0.00	115.00	115.00	115.00	115.00	115.00		
White, David M - 462	04/04/2014	1,142.40	0.00	134.67	68.00	15.91	37.29	11.52	61.76	813.25
			0.00	1,096.81	1,096.81	1,096.81	1,096.81	1,096.81		
Young, Martha M - 100002728	04/04/2014	1,291.25	0.00	154.50	76.20	17.82	41.79	12.91	66.65	921.38

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		0.00	0.00	1,229.05	1,229.05	1,229.05	1,229.05	1,229.05		
Totals Parking - Parking Enforcement	\$21,744.55	\$0.00	\$0.00	\$2,029.68	\$1,234.81	\$288.83	\$682.43	\$210.15	\$2,901.29	\$14,397.36
		\$0.00	\$0.00	\$19,580.86	\$19,915.86	\$19,915.86	\$19,580.86	\$19,580.86		
Department: Plan - Planning										
Bannon, Katherine - 18	04/04/2014	1,556.92	0.00	95.86	88.51	20.70	43.83	13.54	242.14	1,052.34
			0.00	1,327.56	1,427.56	1,427.56	1,327.56	1,327.56		
Caristo, Vincent R - 24	04/04/2014	1,556.93	0.00	154.94	93.79	21.93	50.13	15.48	55.74	1,164.92
			0.00	1,512.77	1,512.77	1,512.77	1,512.77	1,512.77		
Darland, Janet Lynne - 100000200	04/04/2014	2,425.66	0.00	393.29	139.14	32.54	71.07	21.95	213.49	1,554.18
			0.00	2,244.12	2,244.12	2,244.12	2,244.12	2,244.12		
Desmond, Joshua - 100000147	04/04/2014	2,639.14	0.00	464.50	159.28	37.25	87.35	26.97	77.99	1,785.80
			0.00	2,568.97	2,568.97	2,568.97	2,568.97	2,568.97		
Dragovich, Anna L - 420	04/04/2014	1,843.85	0.00	268.52	110.67	25.88	60.69	18.74	65.17	1,294.18
			0.00	1,785.04	1,785.04	1,785.04	1,785.04	1,785.04		
Greulich, Eric L - 100001741	04/04/2014	1,573.49	0.00	3.66	86.09	20.13	42.89	13.25	440.00	967.47
			0.00	1,338.53	1,388.53	1,388.53	1,338.53	1,338.53		
Lillard, Carmen - 100000306	04/04/2014	1,519.08	0.00	80.96	77.70	18.18	40.45	12.49	296.12	993.18
			0.00	1,228.20	1,253.20	1,253.20	1,228.20	1,228.20		
Mantsch, Krista J - 652	04/04/2014	410.00	0.00	18.50	25.42	5.95	12.63	3.90	0.00	343.60
			0.00	410.00	410.00	410.00	410.00	410.00		
Micuda, Thomas B - 100000337	04/04/2014	3,265.78	0.00	492.84	195.22	45.66	94.66	29.23	443.09	1,965.08
			0.00	2,822.69	3,148.69	3,148.69	2,822.69	2,822.69		
Nickel, Nathan J - 100001802	04/04/2014	1,916.09	0.00	136.22	107.70	25.19	57.75	17.83	325.64	1,245.76
			0.00	1,737.01	1,737.01	1,737.01	1,737.01	1,737.01		
Roach, James C - 100000414	04/04/2014	2,054.67	0.00	174.15	115.91	27.10	62.88	19.42	255.63	1,399.58
			0.00	1,849.45	1,869.45	1,869.45	1,849.45	1,849.45		
Robinson, Scott F - 100001637	04/04/2014	2,417.06	0.00	218.52	145.41	34.00	71.63	22.12	283.92	1,641.46
			0.00	2,145.23	2,345.23	2,345.23	2,145.23	2,145.23		
Shay, Patrick A - 100000447	04/04/2014	2,393.82	0.00	354.77	140.77	32.92	75.89	23.44	168.68	1,597.35
			0.00	2,270.41	2,270.41	2,270.41	2,270.41	2,270.41		
Stuehrenberg, Justin C - 578	04/04/2014	2,903.08	0.00	429.34	149.88	35.06	74.08	22.88	713.50	1,478.34
			0.00	2,217.41	2,417.41	2,417.41	2,217.41	2,217.41		
Thompson, Linda - 100002069	04/04/2014	1,879.07	0.00	136.48	116.51	27.25	62.58	19.33	0.00	1,516.92
			0.00	1,879.07	1,879.07	1,879.07	1,879.07	1,879.07		

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Weiser, Jane - 100000508	04/04/2014	1,340.02		0.00	145.33	78.53	18.37	42.21	13.04	127.90	914.64
			0.00	0.00	1,241.59	1,266.59	1,266.59	1,241.59	1,241.59		
White, Russell - 100000516	04/04/2014	1,557.14		0.00	193.66	92.11	21.54	50.51	15.60	94.34	1,089.38
			0.00	0.00	1,485.59	1,485.59	1,485.59	1,485.59	1,485.59		
Totals Plan - Planning		\$33,251.80	\$0.00	\$0.00	\$3,761.54	\$1,922.64	\$449.65	\$1,001.23	\$309.21	\$3,803.35	\$22,004.18
			\$0.00	\$0.00	\$30,063.64	\$31,009.64	\$31,009.64	\$30,063.64	\$30,063.64		
Department: PW - Public Works											
Dean, Denise D - 100000248	04/04/2014	1,656.92		0.00	131.58	94.57	22.12	47.15	18.53	248.51	1,094.46
			0.00	0.00	1,425.27	1,525.27	1,525.27	1,425.27	1,425.27		
Hrisomalos, Frank - 100000265	04/04/2014	80.46		0.00	0.00	4.99	1.17	2.74	0.85	0.00	70.71
			0.00	0.00	80.46	80.46	80.46	80.46	80.46		
Johnson, Susan A - 100000284	04/04/2014	3,336.36		0.00	508.27	206.14	48.21	104.54	31.36	353.05	2,084.79
			0.00	0.00	3,024.82	3,324.82	3,324.82	3,024.82	3,024.82		
McNamara, James P - 100000336	04/04/2014	80.46		0.00	10.00	4.99	1.17	7.74	0.85	0.00	55.71
			0.00	0.00	80.46	80.46	80.46	80.46	80.46		
Roberts, Andrea Sue Ann - 100003766	04/04/2014	2,648.08		0.00	314.91	164.15	38.39	90.01	27.80	480.82	1,532.00
			0.00	0.00	2,647.47	2,647.47	2,647.47	2,647.47	2,647.47		
Smith, Christina L - 100000202	04/04/2014	2,042.62		0.00	297.04	119.30	27.90	64.57	19.94	236.17	1,277.70
			0.00	0.00	1,899.11	1,924.11	1,924.11	1,899.11	1,899.11		
Waters, Laurel L - 100000514	04/04/2014	1,316.97		0.00	97.77	77.49	18.13	40.80	12.60	155.95	914.23
			0.00	0.00	1,199.86	1,249.86	1,249.86	1,199.86	1,199.86		
Zietlow, Charlotte T - 100002110	04/04/2014	80.46		0.00	0.00	4.99	1.17	2.74	0.85	0.00	70.71
			0.00	0.00	80.46	80.46	80.46	80.46	80.46		
Totals PW - Public Works		\$11,242.33	\$0.00	\$0.00	\$1,359.57	\$676.62	\$158.26	\$360.29	\$112.78	\$1,474.50	\$7,100.31
			\$0.00	\$0.00	\$10,437.91	\$10,912.91	\$10,912.91	\$10,437.91	\$10,437.91		
Department: Risk - Risk											
Mulvihill, Patricia M - 100002303	04/04/2014	2,631.39		0.00	452.56	156.94	36.70	85.72	26.47	125.67	1,747.33
			0.00	0.00	2,521.22	2,531.22	2,531.22	2,521.22	2,521.22		
Rose, Janice R - 100002345	04/04/2014	1,389.62		0.00	94.95	73.23	17.13	40.16	12.40	222.85	928.90
			0.00	0.00	1,181.08	1,181.08	1,181.08	1,181.08	1,181.08		
Rouker, Michael M - 100003526	04/04/2014	2,473.49		0.00	364.19	153.35	35.86	81.94	25.31	34.30	1,778.54
			0.00	0.00	2,448.49	2,473.49	2,473.49	2,448.49	2,448.49		
Wilson, Brian D - 100000677	04/04/2014	1,912.64		0.00	215.12	105.32	24.63	81.06	17.31	336.53	1,132.67

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		0.00	0.00	1,648.85	1,698.85	1,698.85	1,648.85	1,648.85		
Totals Risk - Risk	\$8,407.14	\$0.00	\$0.00	\$1,126.82	\$488.84	\$114.32	\$288.88	\$81.49	\$719.35	\$5,587.44
		\$0.00	\$0.00	\$7,799.64	\$7,884.64	\$7,884.64	\$7,799.64	\$7,799.64		
<u>Department: Sanitation - Sanitation</u>										
Baugh, Dan - 100000063	04/04/2014	1,594.40	0.00	210.55	96.30	22.53	52.81	16.31	66.65	1,129.25
			0.00	1,553.16	1,553.16	1,553.16	1,553.16	1,553.16		
Bruce, Roy L - 100003425	04/04/2014	1,479.20	0.00	179.30	78.19	18.29	42.88	13.24	281.03	866.27
			0.00	1,261.05	1,261.05	1,261.05	1,261.05	1,261.05		
Carter, Rhea L - 584	04/04/2014	1,305.60	0.00	156.97	77.22	18.06	42.35	13.08	78.57	919.35
			0.00	1,245.51	1,245.51	1,245.51	1,245.51	1,245.51		
Chambers, Robert L - 100000101	04/04/2014	1,515.20	0.00	191.47	91.48	21.39	48.86	15.09	85.91	1,061.00
			0.00	1,475.49	1,475.49	1,475.49	1,475.49	1,475.49		
Courter, Michael J - 100003810	04/04/2014	1,541.60	0.00	178.19	86.00	20.11	44.54	13.76	557.20	641.80
			0.00	1,386.96	1,386.96	1,386.96	1,386.96	1,386.96		
East, Robert R - 100002020	04/04/2014	1,516.80	0.00	179.48	86.53	20.24	47.45	18.14	152.72	1,012.24
			0.00	1,395.58	1,395.58	1,395.58	1,395.58	1,395.58		
Flynn, Lowell D - 100000191	04/04/2014	1,489.60	0.00	194.88	89.38	20.91	65.27	13.98	208.45	896.73
			0.00	1,331.60	1,441.60	1,441.60	1,331.60	1,331.60		
Fulford, Kevin D - 100003001	04/04/2014	1,535.20	0.00	148.07	95.18	22.26	52.20	16.12	23.76	1,177.61
			0.00	1,535.20	1,535.20	1,535.20	1,535.20	1,535.20		
Hatchett, Keven D - 100002749	04/04/2014	1,524.80	0.00	112.47	80.47	18.82	44.13	31.09	319.53	918.29
			0.00	1,297.91	1,297.91	1,297.91	1,297.91	1,297.91		
Jackson, Robert L - 100002816	04/04/2014	1,524.80	0.00	148.33	91.16	21.32	58.68	15.03	164.94	1,025.34
			0.00	1,470.28	1,470.28	1,470.28	1,470.28	1,470.28		
Konermann, Casey J - 100002770	04/04/2014	1,516.80	0.00	97.80	83.11	19.43	42.96	12.64	382.74	878.12
			0.00	1,340.43	1,340.43	1,340.43	1,340.43	1,340.43		
Livingston, Earl L - 100000309	04/04/2014	1,595.20	0.00	131.72	88.43	20.68	48.49	14.98	191.95	1,098.95
			0.00	1,426.21	1,426.21	1,426.21	1,426.21	1,426.21		
Moore, James D - 36	04/04/2014	938.00	0.00	89.79	58.16	13.60	30.58	9.45	134.82	601.60
			0.00	938.00	938.00	938.00	938.00	938.00		
Morris, Jeffery W - 100001352	04/04/2014	1,542.40	0.00	158.24	77.74	18.18	42.64	21.94	320.08	903.58
			0.00	1,253.97	1,253.97	1,253.97	1,253.97	1,253.97		
Morrow, Joe E - 100003002	04/04/2014	1,535.20	0.00	353.77	81.44	19.05	40.74	12.58	255.38	772.24
			0.00	1,313.61	1,313.61	1,313.61	1,313.61	1,313.61		

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Payne, Floyd E - 610	04/04/2014	928.62	0.00	60.94	57.56	13.46	31.57	9.75	0.00	755.34	
			0.00	0.00	928.62	928.62	928.62	928.62	928.62		
Porter Jr, William A - 100001326	04/04/2014	1,542.40	0.00	188.81	82.12	19.21	45.03	13.91	259.73	933.59	
			0.00	0.00	1,324.47	1,324.47	1,324.47	1,324.47	1,324.47		
Porter, William K - 100003080	04/04/2014	928.62	0.00	109.44	57.57	13.46	31.57	9.75	0.00	706.83	
			0.00	0.00	928.62	928.62	928.62	928.62	928.62		
Richardson, Eric - 100000816	04/04/2014	938.00	0.00	110.84	58.16	13.60	31.89	9.85	0.00	713.66	
			0.00	0.00	938.00	938.00	938.00	938.00	938.00		
Shipley, Britt J - 100000449	04/04/2014	1,568.80	0.00	0.00	89.81	21.01	49.25	15.21	402.57	990.95	
			0.00	0.00	1,448.65	1,448.65	1,448.65	1,448.65	1,448.65		
Sparks, Larry - 458	04/04/2014	1,568.80	0.00	229.80	85.47	19.98	46.87	7.61	227.72	951.35	
			0.00	0.00	1,378.45	1,378.45	1,378.45	1,378.45	1,378.45		
Todd, Roger D - 38	04/04/2014	1,314.40	0.00	114.66	77.14	18.05	38.38	11.85	160.17	894.15	
			0.00	0.00	1,244.23	1,244.23	1,244.23	1,244.23	1,244.23		
Walker, Shelby - 100003089	04/04/2014	2,186.37	0.00	282.97	122.96	28.75	66.12	31.51	235.13	1,418.93	
			0.00	0.00	1,983.23	1,983.23	1,983.23	1,983.23	1,983.23		
Whaley, Joseph H - 100000515	04/04/2014	1,542.40	0.00	196.81	92.89	21.73	50.94	14.98	71.68	1,093.37	
			0.00	0.00	1,498.19	1,498.19	1,498.19	1,498.19	1,498.19		
Totals Sanitation - Sanitation		\$34,673.21	\$0.00	\$0.00	\$3,825.30	\$1,984.47	\$464.12	\$1,096.20	\$361.85	\$4,580.73	\$22,360.54
			\$0.00	\$0.00	\$31,897.42	\$32,007.42	\$32,007.42	\$31,897.42	\$31,897.42		
Department: Street - Street											
Albright, Earl - 100000046	04/04/2014	1,568.81	0.00	129.61	87.55	20.48	48.01	13.62	219.05	1,050.49	
			0.00	0.00	1,412.14	1,412.14	1,412.14	1,412.14	1,412.14		
Arnold, Mark A - 100001118	04/04/2014	1,513.60	0.00	191.65	91.57	21.41	50.21	15.51	113.59	1,029.66	
			0.00	0.00	1,476.73	1,476.73	1,476.73	1,476.73	1,476.73		
Arthur, Ronald R - 467	04/04/2014	1,765.39	0.00	161.18	100.60	23.53	53.86	16.63	238.03	1,171.56	
			0.00	0.00	1,622.59	1,622.59	1,622.59	1,622.59	1,622.59		
Brewer, Troy A - 100000078	04/04/2014	1,576.81	0.00	120.28	83.69	19.58	45.90	14.17	257.88	1,035.31	
			0.00	0.00	1,349.92	1,349.92	1,349.92	1,349.92	1,349.92		
Capps, Phillip D - 100002734	04/04/2014	1,524.80	0.00	146.51	94.54	22.11	51.84	16.01	45.35	1,148.44	
			0.00	0.00	1,524.80	1,524.80	1,524.80	1,524.80	1,524.80		
Combs, Levi M - 100001696	04/04/2014	1,471.21	0.00	179.79	86.65	20.27	47.52	14.68	105.49	1,016.81	
			0.00	0.00	1,397.63	1,397.63	1,397.63	1,397.63	1,397.63		

CITY OF BLOOMINGTON
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Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay	
Corns, Frank L - 100000121	04/04/2014	1,531.20	0.00	189.99	91.64	21.43	49.83	14.66	106.68	1,056.97
			0.00	1,465.65	1,478.15	1,478.15	1,465.65	1,465.65		
Covey, Thomas L - 100002344	04/04/2014	1,535.20	0.00	203.02	92.70	21.68	50.83	15.70	81.41	1,069.86
			0.00	1,495.03	1,495.03	1,495.03	1,495.03	1,495.03		
Eads, Ronald - 100000163	04/04/2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		
Floyd, John - 100000190	04/04/2014	1,531.21	0.00	78.61	83.88	19.62	43.38	13.40	262.63	1,029.69
			0.00	1,352.88	1,352.88	1,352.88	1,352.88	1,352.88		
Flynn, Douglas D - 630	04/04/2014	964.80	0.00	50.52	59.82	13.99	31.50	9.73	0.00	799.24
			0.00	964.80	964.80	964.80	964.80	964.80		
Harden, M Troy - 100001470	04/04/2014	1,504.62	0.00	120.63	86.93	20.34	45.98	14.20	230.56	985.98
			0.00	1,352.28	1,402.28	1,402.28	1,352.28	1,352.28		
Henson, Gerald Scott - 100001105	04/04/2014	1,637.61	0.00	217.95	98.13	22.94	53.81	27.70	95.74	1,121.34
			0.00	1,582.76	1,582.76	1,582.76	1,582.76	1,582.76		
Howe, Vernon J - 100000264	04/04/2014	1,628.80	0.00	214.06	97.93	22.91	51.98	16.05	130.83	1,095.04
			0.00	1,567.19	1,579.45	1,579.45	1,567.19	1,567.19		
Hupp, Greg A - 100000272	04/04/2014	1,541.60	0.00	129.89	91.08	21.30	48.08	14.85	158.17	1,078.23
			0.00	1,413.99	1,468.99	1,468.99	1,413.99	1,413.99		
Ingalls, John - 100000275	04/04/2014	1,587.20	0.00	189.60	90.71	21.21	49.74	15.36	209.43	1,011.15
			0.00	1,463.01	1,463.01	1,463.01	1,463.01	1,463.01		
Jacobs, Loren P - 100002064	04/04/2014	1,550.40	0.00	183.37	88.13	20.60	47.02	14.52	148.76	1,048.00
			0.00	1,421.48	1,421.48	1,421.48	1,421.48	1,421.48		
James, Daniel L - 100001162	04/04/2014	1,655.20	0.00	190.26	99.69	23.31	53.36	16.48	75.01	1,197.09
			0.00	1,607.83	1,607.83	1,607.83	1,607.83	1,607.83		
Langley, Jim N - 100003067	04/04/2014	1,524.80	0.00	201.69	91.57	21.42	50.22	15.51	165.18	979.21
			0.00	1,476.98	1,476.98	1,476.98	1,476.98	1,476.98		
Lopossa, Stanley R - 100000314	04/04/2014	1,628.80	0.00	158.91	87.27	20.41	47.86	18.30	267.71	1,028.34
			0.00	1,407.50	1,407.50	1,407.50	1,407.50	1,407.50		
Lutes, Michael B - 100000318	04/04/2014	1,655.21	0.00	145.01	102.62	24.00	56.28	17.38	20.00	1,289.92
			0.00	1,655.21	1,655.21	1,655.21	1,655.21	1,655.21		
Partlow, Norma L - 100003326	04/04/2014	1,479.20	0.00	176.71	85.39	19.97	50.51	13.39	138.19	995.04
			0.00	1,377.13	1,377.13	1,377.13	1,377.13	1,377.13		
Payton, Ronald K - 100001099	04/04/2014	1,537.58	0.00	185.46	89.00	20.81	46.19	14.26	164.84	1,017.02

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Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other Deductions	Net Pay		
Pursell, Larry M - 100002636	04/04/2014	1,524.80	0.00	0.00	1,435.42	1,435.42	1,435.42	1,435.42	1,435.42	341.87	972.04
Reynolds, John - 100001434	04/04/2014	1,560.80	0.00	0.00	1,225.78	1,225.78	1,225.78	1,225.78	1,225.78	67.13	1,103.98
Ruble, Dareal L - 100000421	04/04/2014	1,655.36	0.00	0.00	1,529.53	1,529.53	1,529.53	1,529.53	1,529.53	117.79	1,118.86
Sanders, Daniel L - 100000430	04/04/2014	1,531.20	0.00	0.00	1,607.72	1,607.72	1,607.72	1,607.72	1,607.72	79.01	1,201.20
Sheese, Nicholas S - 597	04/04/2014	1,765.38	0.00	0.00	1,486.95	1,486.95	1,486.95	1,486.95	1,486.95	90.61	1,278.96
Stinson, Michael L - 100001384	04/04/2014	1,658.71	0.00	0.00	1,747.82	1,747.82	1,747.82	1,747.82	1,747.82	266.16	1,012.48
Stultz, William D - 503	04/04/2014	964.80	0.00	0.00	1,503.54	1,503.54	1,503.54	1,503.54	1,503.54	0.00	813.28
Van Deventer, Joseph D - 100002325	04/04/2014	2,550.00	0.00	0.00	964.80	964.80	964.80	964.80	964.80	135.00	1,634.19
White, Kevin W - 634	04/04/2014	964.80	0.00	0.00	465.47	164.17	38.39	86.17	26.61	0.00	777.01
Williams, Jon P - 100000519	04/04/2014	1,655.21	0.00	0.00	2,572.83	2,647.83	2,647.83	2,572.83	2,572.83	140.24	1,156.47
Workman, Danna J - 100000532	04/04/2014	1,557.74	0.00	0.00	1,585.25	1,585.25	1,585.25	1,585.25	1,585.25	293.76	930.08
Workman, Jeffrey L - 100000533	04/04/2014	1,655.20	0.00	0.00	167.24	87.67	20.51	44.68	13.80	125.16	1,125.22
Workman, Robert L - 631	04/04/2014	868.32	0.00	0.00	1,313.98	1,413.98	1,413.98	1,313.98	1,313.98	0.00	773.82
			0.00	0.00	213.20	98.90	23.13	53.17	16.42		
			0.00	0.00	1,563.78	1,595.03	1,595.03	1,563.78	1,563.78		
			0.00	0.00	868.32	868.32	868.32	868.32	868.32		
Totals Street - Street		\$53,826.37	\$0.00	\$0.00	\$5,622.59	\$3,167.86	\$740.86	\$1,702.03	\$549.79	\$4,891.26	\$37,151.98
			\$0.00	\$0.00	\$50,758.05	\$51,094.06	\$51,094.06	\$50,758.05	\$50,758.05		
Total Amount		\$352,330.02	\$0.00	\$0.00	\$38,070.74	\$20,466.28	\$4,786.57	\$10,939.46	\$3,441.20	\$39,881.44	\$234,744.33
			\$0.00	\$0.00	\$321,688.95	\$330,100.81	\$330,100.81	\$321,688.95	\$321,688.95		

***** : Multiple Taxes or Deductions Exist.