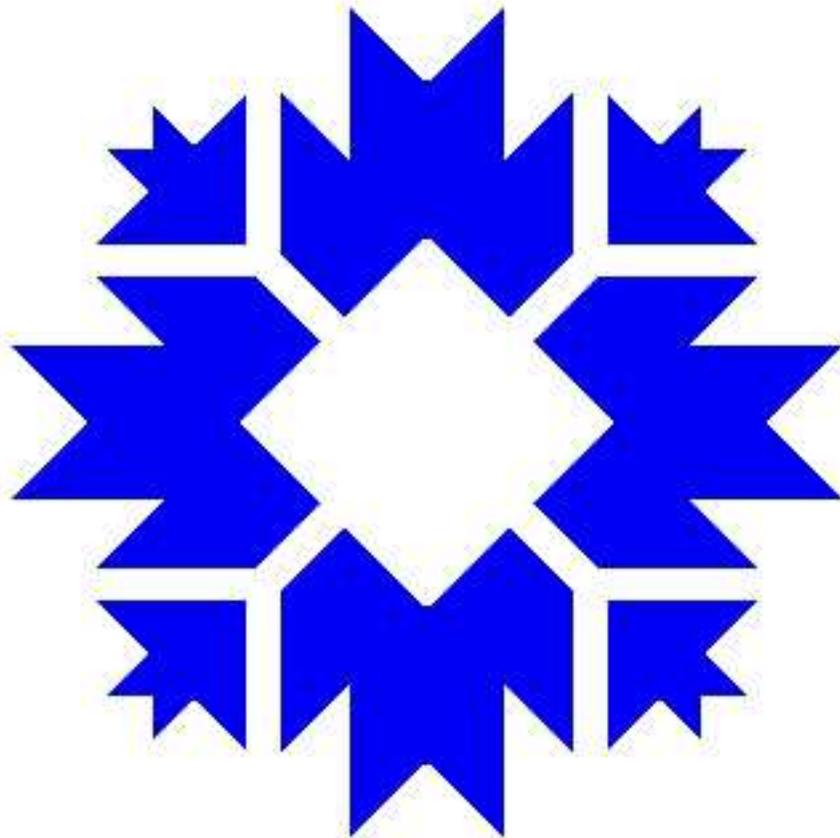


Board of Public Works Meeting

December 16, 2014



AGENDA
BOARD OF PUBLIC WORKS

(This Meeting May be Televised)

A Meeting of the Board of Public Work to be Held Tuesday, December 16, 2014 at 5:30 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- December 2, 2014

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

1. Permission to Abate Property for Title 6 Violations at 915 W. 9th Street
2. Permission to Abate Property for Title 6 Violations at 823 W. 7th Street

V. HEARINGS FOR TRASH APPEAL

1. Appeal of Trash Ordinance Citation #34441 at 410 N. Spring Street

VI. NEW BUSINESS

1. Resolution 2014-102: Use of Public Sidewalks and Streets for Bloomington March for Life (1/22/15)
2. Approve Plat for Gentry Crest Phase 2 within Renwick Subdivision
3. Approve Plat for Habitat for Humanity on S. Rogers Street
4. Resolution 2014-103: Permission to Encroach into Public Right of Way with Art Work at 620 S. Walnut Street (Shalom Center)
5. Resolution 2014-104: Permission to Encroach into Public Right of Way with Sign Band, Canopy, and Planter at 17th and College (The Gateway)
6. Resolution 2014-105: Permission to Encroach into Public Right of Way with Bike Racks, Canopy, and Meter Pit at 121 E. Kirkwood Avenue (CVS Pharmacy)
7. Award Agreement for Consulting Services with American Structurepoint, Inc. for 17th Street Sidewalk Project
8. Award Agreement for Consulting Services with Bynum and Fanyo & Associates for Fairview Street Sidewalk Project
9. Award Agreement for Consulting Services with Bynum and Fanyo & Associates for Sheffield Drive Sidewalk Project
10. Award Agreement for Consulting Services with American Structurepoint, Inc. for 7th Street Path Connection Project

11. **Approval of Amendment #2 for Consulting Services with Eagle Ridge Civil Engineering for 3rd and Jordan Signal Project**
12. **Approval of Change Order #2 for Rockport Rd Phase 2 Project**
13. **Award Contract for Installation Services with Moriarty Floor Covering for Carpeting inside Suite 120 within City Hall Facility**
14. **Award Contract for Replacement Services with HFI Mechanical Contractors for Upgrading HVAC System within Animal Care and Control Facility**
15. **Award Contract for Installation Services with Netch for ID Card Entry Access inside Suite 230 within City Hall Facility**
16. **Award Contract for Replacement Services with PEI Management & Contracting for Upgrading Veeder Root System at Fuel Site Facilities**

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF PAYROLL

IX. APPROVAL OF CLAIMS

IX. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, December 2, 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

ROLL CALL

City Staff: Susie Johnson - Public Works
Roy Aten - Planning & Transportation
Jason Carnes - ESD
Jackie Moore - City Legal
Christina Smith – Public Works

**MESSAGES FROM
BOARD MEMBERS**

McNamara made a motion to approve the minutes from November 18, 2014. Zietlow seconded the motion. The motion passed. Minutes from November 18, 2014 approved.

**APPROVAL OF
MINUTES - November
18, 2014**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

NEW BUSINESS

Roy Aten with City Planning and Transportation introduced himself. He explained Reed and Sons is the contractor for the Indiana University project which is upgrading the sprinkler system at the IU Wells Library. A portion of this project consists of the installation of a new water main within the East 10th Street right of way. Due to the depth of the utility cut, conflicts with existing utilities, and the anticipated rock removal the University is requesting a total closure of 10th Street from North Jordan Avenue to North Fee Lane. The request includes the installation of a detour route that will include North Jordan Avenue, East Law Lane, and North Fee Lane. The requested closure will be during the winter break for IU, December 17th to January 12th, 2015. Bill Riggert and Jason Banach were both present representing IU.

**Request from Indiana
University to Close E.
10th Street Between
North Jordan Avenue
and N. Fee Lane for the
Wells Library
Improvements Project
(Wednesday, 12/17 -
Monday, 1/12/15.**

Jason Banach, Director of Real Estate for IU, introduced himself. Banach stated he understands there have been concerns over the amount of time and that this request is for a full closure. Banach stated this project has been reviewed to try and see if there was a way to shorten the length of the closure, and the answer was no. It then

had to be determined when the most practical time frame for the closure would be. The time period over winter break was determined to be the best time. Banach stated Indiana University wants this open as quickly as possible.

Zietlow stated, as everyone knows, that is a highly traveled stretch of City streets. Even though students will be gone, there are a lot of people who live in Bloomington that will use it, so it is in the Board's interest to make sure the closure is as short as possible.

Bill Riggert with Bledsoe Riggert and Guerrattaz introduced himself. He stated they assisted IU with the design. Riggert stated other streets were looked at, and this was the best location to make the connection of water to the library.

Zietlow wondered if the new building being built next to the library would need special attention as well. Riggert believed their water was coming off of Jordan Avenue. That building will also have additional fire protection from the fire hydrants in the arboretum.

Jeff Candon, IU Engineer, also addressed the Board. He stated they knew that closing the road would be inconvenient but there were a specific set of logistics that have to occur, with the help from the City of Bloomington Utilities staff, prior to the 20th, and gave more detail about those logistics.

Zietlow noted that sometimes projects take longer than expected, and will this be finished by January 12th, or earlier. Candon stated it will be finished, and the street will be open for Monday morning classes.

Zietlow asked that a Memorandum of Understanding be signed with the City. There was no objection by the Petitioner.

McNamara asked who is using what used to be the Herman Wells house. Banach stated it is being used by the School of Business. Zietlow thought it was being used as an entertainment venue.

McNamara moved to approve the request from Indiana University to close E. 10th Street between N. Jordan Avenue and N. Fee Lane for the Wells Library Improvement Project, Wednesday, December 17, 2014 until Monday, January 12, 2015, subject to approval by staff of a Memorandum of Understanding with the University regarding the aforementioned closure. Zietlow seconded the motion. The motion passed. Road closure approved for December 17th until January 12, 2015.

Jason Carnes explained Andrew Olanoff has requested to renew his itinerant merchant license. The name of the company is Tamale Cart,

Resolution 2014-101:
Allow Itinerant Merchant

but he has moved up to a truck. All of his paperwork is in order. Before he can operate in the right of way he must be approved by the Board of Public Works. He renewal request is for another year.

to Renew Permit to Operate in the Public Right of Way (Tamale Court)

Zietlow asked if he is doing this primarily late at night. Carnes believed those were his intentions. Zietlow asked if there have been any complaints. Jason stated he is not aware of any.

McNamara requested that Jason attend a Board meeting again to update the Board on the changes to legislation. Jason stated he hoped the Council will conclude with some amendments and changes and then take the rest of the year to get the application and process figured out. Jason felt it might be late January before it is complete., and can come back at that time.

McNamara made a motion to approve Resolution 2014-101 to allow Itinerant Merchant to Renew Permit to Operate in the Public Right of Way (Tamale Cart). Zietlow seconded the motion. The motion passed. Resolution 2014-101 approved.

Nothing from staff.

STAFF REPORTS

Zietlow thanked staff for the schedule of general obligation bonds. There is a large payment for a general obligation bond in the claims this time around.

McNamara moved to approve Payroll. Zietlow seconded the motion. The motion passed. Payroll claims approved.

PAYROLL CLAIMS

McNamara made a motion to approve Claims.

APPROVAL OF CLAIMS

Johnson stated it was discussed in the work station the large payment for a general obligation bond. Johnson explained the payment being approved tonight is for a bond that was issued in 2009, that is a refinancing of bonds that were issued in 1998. The projects that were constructed with the 1998 bond were referred to as T2000 projects. T2000 consisted of College Mall Road Improvement; High, Rogers and Winslow Roundabout, and the widening of Tapp Road at 37. The payment being approved tonight is the 2015 January payment which is due on January 1st for an amount of \$846,792.50.

Zietlow asked if the principal was 6 million dollars. Johnson stated it was \$6,200,000. Zietlow stated it looks like the payoff is in 2017.

Zietlow seconded the motion to approve claims. The motion passed unanimously. Claims approved.

McNamara made a motion to adjourn the meeting. Meeting

ADJOURNMENT

adjourned.

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:

TO BE APPROVED

Appeal of Trash Ordinance Citation #34441

Appellant Information:

Jason D. Moore
410 N. Spring Street
Bloomington, IN 47404
Date Appealed: 11/21/2014

Citation Information:

Issued: 11/13/2014 at 2:33 p.m.
By: Dee Wills
Place: 410 N. Spring Street
For: Trash

Neighborhood Compliance Officer Wills' description:

On September 29, 2014 an anonymous complaint was entered into uReport for materials being illegally dumped on an unimproved alley adjacent to 410 North Spring Street. An investigation and inspection of the premises by both City HAND and Planning & Transportation staff was conducted and staff verified the following types of materials were present on the property previously described: trash cans; rakes; shoves; signs; buckets; wheel barrel; cinder blocks; concrete block pieces; treated lumber; cut tree logs; wood pallets; storage bins; tool boxes; and a large brush pile.

Bloomington Municipal Code § 6.06.020 makes it unlawful "for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private".

Bloomington Municipal Code § 6.06.010 defines the word "garbage" to mean any " putrescible animal and vegetable wastes, resulting from handling, preparation, cooking and consumption of food; refuse; and rubbish".

This same Section of the municipal code goes on to define "rubbish" to mean any "nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, wood, glass, bedding, crockery, construction debris, and similar materials".

City staff witnessed "rubbish" and therefore "garbage" on the undeveloped alley located adjacent to 410 N. Spring Street on September 29, 2014. While the City is sympathetic to Mr. Moore's need to have a place to store materials necessary for his tradecraft, it is not permitted under the City's municipal code to store them on this alley.

The above-noted Citation was placed on the residence of the structure and a copy was mailed to the owner and the owner's agent.

Mr. Moore filed a timely appeal of this citation. .

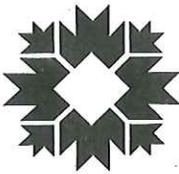
Staff Recommendation:

Deny the appeal.

- § 6.06.020 makes it unlawful to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on public or private alleys either with or without the intent to later remove, cover, or burn it.

The alley was littered with a variety of objects that meet the definition of "rubbish" and thereby meets the definition of "garbage".

The Appellants were in violation of the ordinance and an ordinance citation was written according to the law. Staff respectfully requests the citation be upheld.



Notice of Violation

**Housing & Neighborhood
Development Department (HAND)**
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 11-13-14 Time 2:33 Address/location #10 N. SPRING ST

Issued by: 227 47404

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# 34440

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 34441

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL WOOD, TOOLS, CONTAINERS
PALLETS, BRUSHPIKE FROM THIS
ALLEY WAY

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name SRFH, LLC
Address 341 W. Sample Road
City Bloomington State In
Zip Code 47404

Agent Name Sara L. Hannidovic
Address 341 Sample Road
City Bloomington State In
Zip Code 47404

BPW: _____

Mail Copies To: Resident: Owner: Agent:

Case #141458

Category: Trash
Location: 410 N Spring ST
Status: open
Assigned To: Dee Wills

Referred To:
Created By: Eddie Wright
Date Opened: 2014-09-29
Date Closed:
Last Modified: 2014-10-27

History

2014-09-29 Opened by Eddie Wright
2014-09-29 Eddie Wright assigned this case to Dee Wills
 Per complaint email: Hi Lisa, I got a call about 410 Spring Street where a tenant is reported to be illegally dumping material from their landscaping business or something like that.
2014-10-02 Dee Wills assigned this case to Lynne Darland
2014-10-22 Lynne Darland followed up on this ticket
 Monitored site for last several weeks the type of material stored outside changes frequently. The area used is an unimproved alley. Will look at code to determine what code violation is occurring.
2014-10-27 Marilyn Patterson assigned this case to Dee Wills

Associated Issues

2014-09-29 Complaint

Entered By: Eddie Wright

Attachments

410 N Spring ST

Township: Bloomington

Neighborhood Association: Waterman

People

A list of people who've listed this as their address. Note: it might not be their current address.

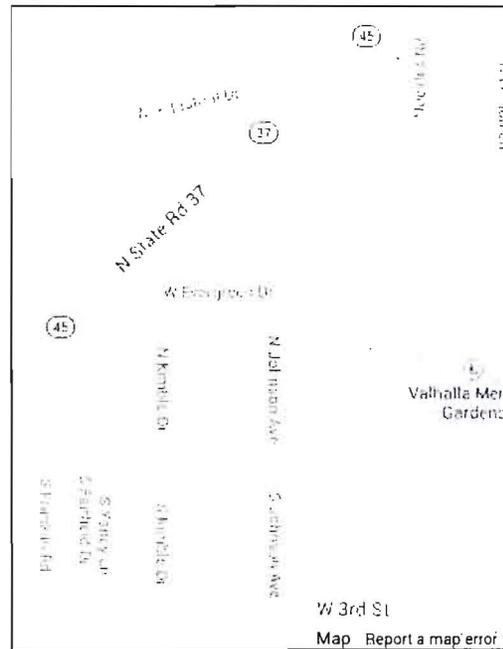
Canny Benningfield
 Canny Bwenningfield

Owner

Srfrh, Llc

Other cases for this location

Status	Case Date	SLA	Categories	Locations
closed	2009-05-19		Trash	410 N Spring ST
closed	2006-07-04		Trash	410 N Spring ST
closed	2005-10-18		Trash	410 N Spring ST
closed	2005-10-04		Recycling	410 N Spring ST
closed	2005-01-18		Trash	410 N Spring ST
closed	2004-11-23		Trash	410 N Spring ST
closed	2004-10-26		Trash	410 N Spring ST
closed	2004-08-24		Trash	410 N Spring ST
closed	2004-06-29		Trash	410 N Spring ST
closed	2002-10-08		Trash	410 N Spring ST
closed	1997-02-05		Rental Complaint	410 N Spring ST
closed	1997-01-19		Water Quality	410 N Spring ST
closed	1997-01-19		Water Quality	410 N Spring ST



Additional Location Info

city: Bloomington
state: IN
zip: 47404
latitude: 39.17026901245117
longitude: -86.55462646484375
township: Bloomington
neighborhoodAssociation: Waterman

Case #141458

Category: Trash
Location: 410 N Spring ST
Status: open
Assigned To: Dee Wills

Referred To:
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410 N Spring ST

Township: Bloomington

Neighborhood Association: Waterman

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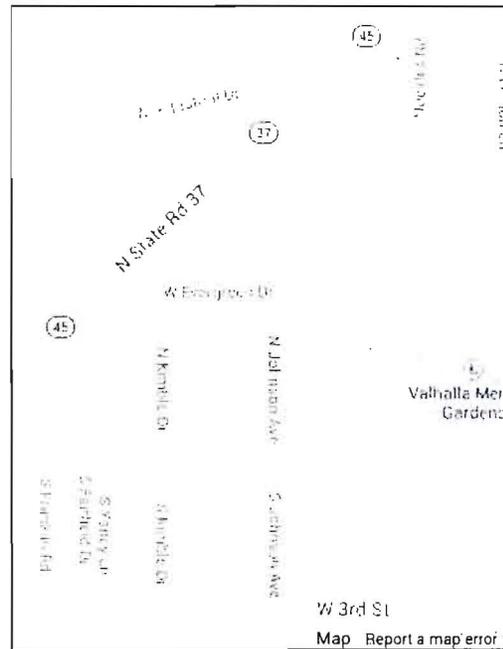
Canny Benningfield
 Canny Bwenningfield

Owner

Srfrh, Llc

Other cases for this location

Status	Case Date	SLA	Categories	Locations
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closed	2006-07-04		Trash	410 N Spring ST
closed	2005-10-18		Trash	410 N Spring ST
closed	2005-10-04		Recycling	410 N Spring ST
closed	2005-01-18		Trash	410 N Spring ST
closed	2004-11-23		Trash	410 N Spring ST
closed	2004-10-26		Trash	410 N Spring ST
closed	2004-08-24		Trash	410 N Spring ST
closed	2004-06-29		Trash	410 N Spring ST
closed	2002-10-08		Trash	410 N Spring ST
closed	1997-02-05		Rental Complaint	410 N Spring ST
closed	1997-01-19		Water Quality	410 N Spring ST
closed	1997-01-19		Water Quality	410 N Spring ST



Additional Location Info

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state: IN
zip: 47404
latitude: 39.17026901245117
longitude: -86.55462646484375
township: Bloomington
neighborhoodAssociation: Waterman



11-21-2014

JASON
MOORE



11-13-14



Board of Public Works Staff Report

Project/Event: Public Sidewalks Use Request: Bloomington March for Life

Petitioner/Representative: Dale Siefrrer

Staff Representative: Miah

Meeting Date: 12/16/2014

The march begins at 8:30 a.m. and should be completed by 10:30 a.m. on Thursday, January 22, 2015. Walkers would head south on S. College Avenue, east on W. 2nd Street, north on S. Walnut Street, west on W. 3rd Street and then repeat the route.

The march is meant to take place on sidewalks. They anticipate 50-200 walkers.

Bloomington Police Department has issued a Parade Permit for this event pending the organizers arrange private security and the approval of BPW.

Staff has determined that the petitioner has complied with Public Works' requirements for a public sidewalks use request.

REVISED RESOLUTION 2014-102
Bloomington March for Life

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

WHEREAS, Dale Siefreer has requested use of public streets and sidewalks for the Bloomington March for Life; and

WHEREAS, Dale Siefreer has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Dale Siefreer has agreed to execute the “Release, Hold Harmless and Indemnification Agreement” regarding the use of the City of Bloomington’s property as described on Attachment A and has agreed 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 Dale Siefreer (hereinafter “Sponsor”) may utilize sidewalks and cross the following streets: S. College Avenue, W. 2nd Street, S. Walnut Street and W. 3rd Street to conduct the Bloomington March for Life between the hours of 8:30 a.m. and 10:30 a.m. on Thursday, January 22, 2015, and that vehicular traffic may be restricted for short periods of time during this event.
2. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity or entities to use Indiana University property.
3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 10:30 a.m., Thursday, January 22, 2015.
4. 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 the event.
5. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
6. _____, by signing this agreement,

RESOLUTION 2014-102

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.

7. 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:

DALE SIEFRER

Charlotte Zietlow, President

Signature

James McNamara

Dr. Frank N. Hrisomalos

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Dale Siefreer, (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 sections of S. College Avenue, W. 2nd Street, S. Walnut Street and W. 3rd Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Bloomington March for Life, on RELEASEE's property from 8:30 a.m. – 10:30 a.m. on Thursday, January 22, 2015; 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

DALE SIEFRER

Date

RELEASEE

BPW OFFICER

Date

RESOLUTION 2014-102

PHONE: 339 4477
FAX TO: 349 3353

3 PAGES

FAXED
12-4-14

City of Bloomington

PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: DALE SIEFKER
8028 W. 57. RD 48 BLOOMINGTON, IN 47404

Contact person and phone number: DALE SIEFKER WORK: 812 279 7169
HOME: 812 330 1535

Information regarding proposed parade:

Date: 1/22/15

Time of commencement: 8:30 A.M.

Expected duration: 2 HOURS

Proposed route of Parade - commencement point, route, ending point:

PLEASE SEE ATTACHED: WE WILL BEGIN IN FRONT OF
PLANNED PARENTHOOD AND GO AROUND THE "BLOCK" SEVEN TIMES.

Expected number of participants: 50 TO 200

Please describe general make-up of the parade, including such information as Vehicles used, floats, bands, animals, etc.

PLEASE SEE ATTACHED: PEDESTRIANS WITH SIGNS AND
LARGE STONE. HAND CARRIED SPEAKER TO LEAD PRAYERS.

Traffic control shall be supplied by WILSON SECURITY SERVICES

At the following points on the parade route: PLEASE SEE ATTACHED

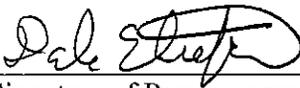
NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

WILSON SECURITY SERVICES

Confirmation received from Law Enforcement agency providing parade route traffic control: PENDING (date).


Signature of Person requesting Permit

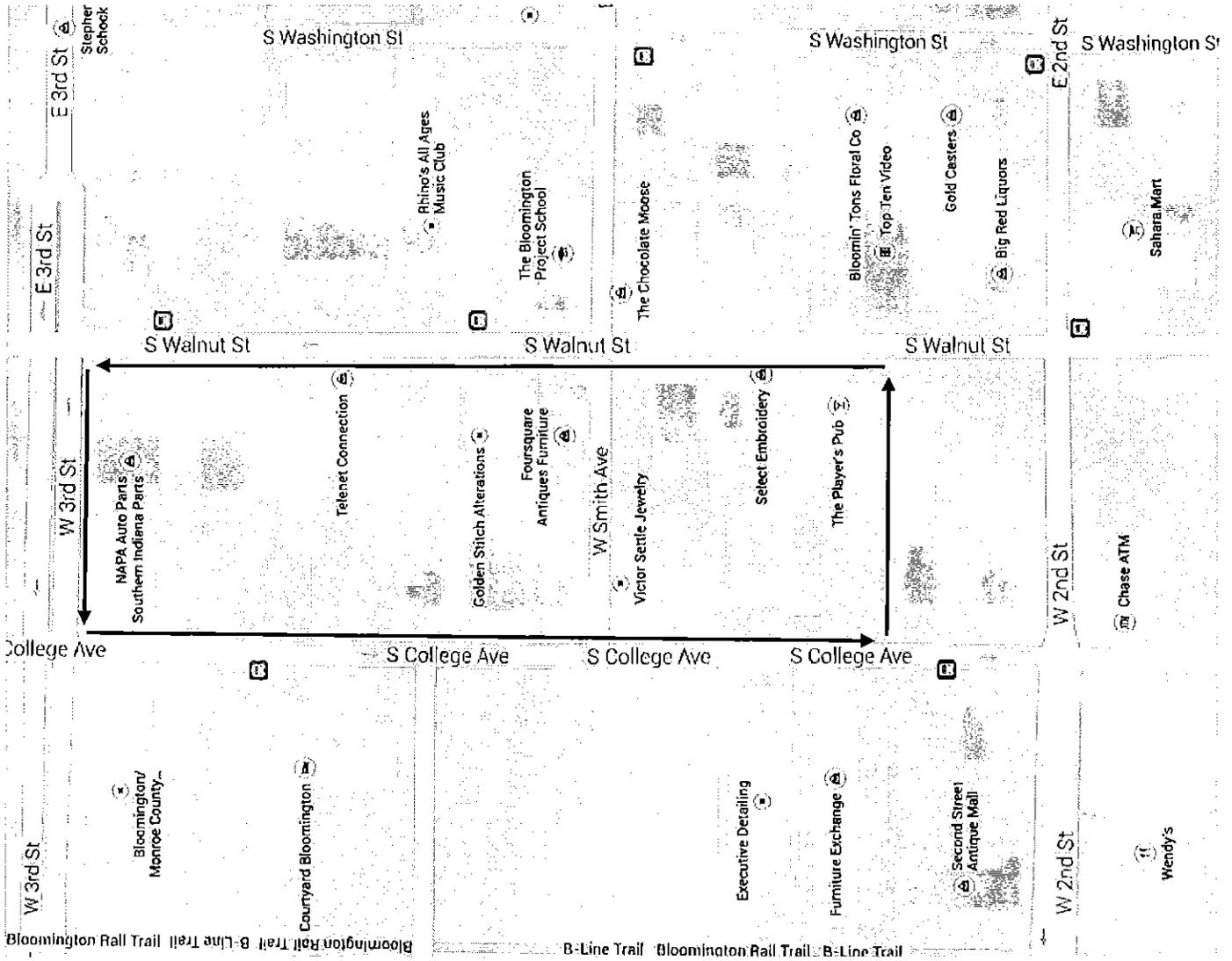
Permit Granted _____ **Permit Denied** _____

Chief of Police, Bloomington, Indiana Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

The permit is denied _____
For the following reasons:





Board of Public Works Staff Report

Project/Event: Plat Approval: Gentry Crest Phase 2

Staff Representative: Rick Alexander

Petitioner/Representative: Ben Beard/Smith Brehob and Associates

Date: 12.16.14

Report: The proposed plat area is located within the Renwick Planned Unit Development southwest of Hillside Drive and Sare Road. The PUD was approved in 2004 as PUD-53-03. The northern third of the 80 acre development, received final plan approval and preliminary plat approval in 2005 as PUD-22-05. The eastern portion of this plan has been platted and constructed. The remaining area is west of Renwick Blvd and was purchased by the petitioner who is bringing forth a three phase development to be known as "Gentry Crest." The plat we are considering today is for Phase Two and includes 24 single family lots. The plat was approved by the Plat Committee on December 1st of this year.

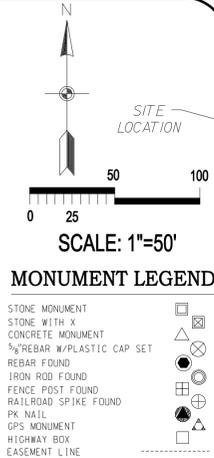
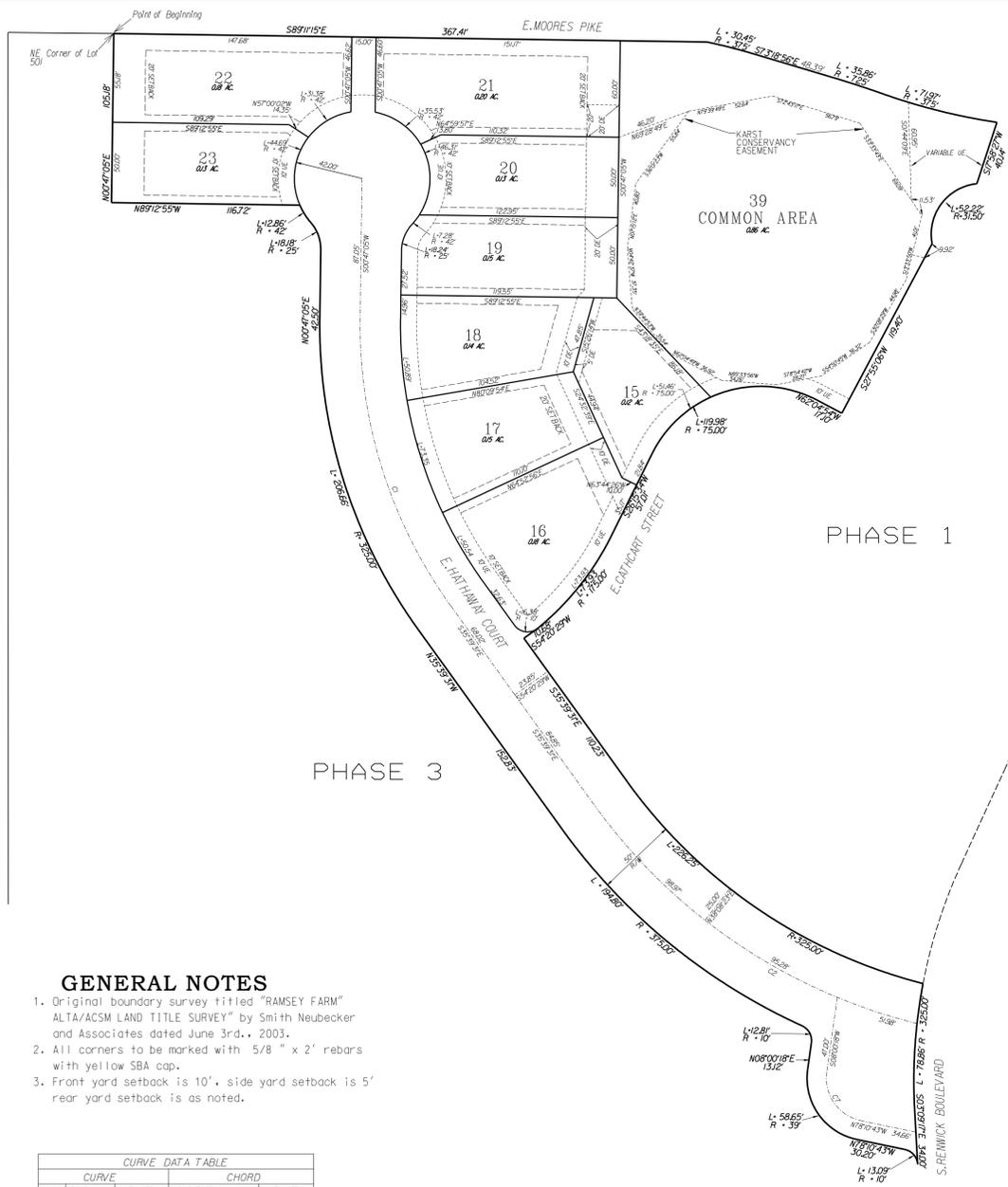
Recommendation and Supporting Justification: All right of way for the internal street, Hathaway Court, is shown on the plat per the final plan. No lots are allowed to have drive cuts onto Renwick Blvd and will be accessed by the new internal system. The proposed right of way dedication for the street is 50' wide and is consistent with the approved plan.

Renwick Street right of way has already been dedicated with previous plats.

A grading permit has been approved for the development. Utility plans have also been approved and include a detention pond on the common lot #40 and on portions of lots #30-34. The homeowner's association will be required to maintain the pond per the Facilities Maintenance Plan. Common area lot #39 is a sinkhole and the appropriate wording for the karst conservancy easement is shown on the plat.

Street trees are required every 40' along the street. Sidewalks of at least 5' in width are also required. A bond in the amount of \$102,869 is required for the public improvements. City staff has reviewed the plat and finds it acceptable.

Recommend **Approval** **Denial** by Rick Alexander



LOCATION MAP No Scale

EASEMENT LEGEND

- UE= Utility Easement
 - (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.
 - (B) Prohibits the placement of any unauthorized obstructions within the easement area.
- DE= Drainage Easement
 - (A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
 - (B) Shall prohibit any alteration within the easement that would hinder or restrict flow.
 - (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
 - (D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
 - (E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features of its discretion.
- SSE= Sanitary Sewer Easement
 - (A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.
 - (B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the City Utilities Department in conjunction with the Preliminary Plat. Upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the Final Plat.
 - (C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within the Sanitary Sewer Easement.
 - (D) Grading activity shall be prohibited within Sanitary Sewer Easements without written permission from the City Utilities Department.
- Karst Conservancy Easement
 - (A) Prohibits any land-disturbing activities, including the placement of a fence, within the easement area. Mowing is allowed within the easement area.
 - (B) Allows the removal of dead or diseased trees that pose a risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
 - (C) Grants the City the right to enter the property to inspect the easement and alter or repair the karst feature.
 - (D) All Karst Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
 - (E) Any use of pesticides, herbicides, or fertilizers is prohibited within the easement area.
 - (F) Allows, in cases where removal of exotic invasive species is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.

LOT ADDRESS TABLE

LOT #	ADDRESS
15	2425 E. Gathcott Street
16	1551 S. Hathaway Court
17	1527 S. Hathaway Court
18	1521 S. Hathaway Court
19	1513 S. Hathaway Court
20	1507 S. Hathaway Court
21	1501 S. Hathaway Court
22	1502 S. Hathaway Court
23	1508 S. Hathaway Court

GENERAL NOTES

- Original boundary survey titled "RAMSEY FARM" ALTA/ACSM LAND TITLE SURVEY by Smith Neubecker and Associates dated June 3rd., 2003.
- All corners to be marked with 5/8" x 2' rebars with yellow SBA cap.
- Front yard setback is 10', side yard setback is 5' rear yard setback is as noted.

CURVE DATA TABLE

NO.	RADIUS	LENGTH	DIRECTION	CHORD	LENGTH
"C1"	300.00'	190.75'	S 17° 25' 52" E		187.56'
"C2"	350.00'	246.23'	S 55° 48' 48" E		241.08'
"C3"	17.00'	25.57'	S 35° 5' 12" E		23.23'

GENTRY CREST PHASE 2 AT RENWICK

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

JOB NO. 5011 PAGE 1 OF 2



A part of the East half of the Northeast Quarter of Section 10, Township 8 North, Range 1 West, Monroe County, Indiana being more particularly described as follows: Beginning at the Northeast corner of Lot 501 Renwick Phase III, Section 1 as shown on the final plat there of recorded in Plat Cabinet D Envelope 83 in the Office of the Recorder, Monroe County, Indiana; thence South 89 degrees 11 minutes 15 seconds East, 367.41 feet to a non-tangent curve concave to the Southwest, having a chord bearing South 75 degrees 38 minutes 30 seconds East, a chord length of 30.44 feet, and a radius of 375 feet; thence along said curve an arc length of 30.45 feet; thence South 73 degrees 18 minutes 56 seconds East, 48.39 feet to a tangent curve concave to the Southwest, having a chord bearing South 71 degrees 53 minutes 55 seconds East, a chord length of 35.85 feet, and a radius of 725 feet; thence along said curve an arc length of 35.86 feet to a tangent curve concave to the Northeast, having a chord bearing South 75 degrees 58 minutes 49 seconds East, a chord length of 71.86 feet, and a radius of 375 feet; thence along said curve an arc length of 71.97 feet; thence South 17 degrees 58 minutes 27 seconds West 40.14 feet to a tangent curve concave to the Southeast, having a chord bearing South 36 degrees 35 minutes 08 seconds West, a chord length of 46.44 feet, and a radius of 52.22 feet; thence along said curve an arc length of 31.50 feet; thence South 27 degrees 55 minutes 06 seconds West 119.40 feet; thence North 62 degrees 04 minutes 54 seconds West 17.10 feet to a tangent curve concave to the Southeast, having a chord bearing of South 72 degrees 05 minutes 21 seconds West, a chord length of 107.59 feet, and a radius of 75.00 feet; thence along said curve an arc length of 119.98 feet; thence South 26 degrees 15 minutes 34 seconds West 57.02 feet to a tangent curve concave to the Northwest, having a chord bearing of South 38 degrees 21 minutes 45 seconds West, a chord length of 73.38 feet, and a radius of 175.00 feet; thence along said curve an arc length of 73.93 feet; thence South 54 degrees 20 minutes 29 seconds West 10.68 feet; thence South 35 degrees 39 minutes 31 seconds East 110.23 feet to a tangent curve concave to the Northeast, having a chord bearing of South 55 degrees 35 minutes 53 seconds East, a chord length of 221.71 feet, and a radius of 325.00 feet; thence along said curve an arc length of 226.25 feet to a non-tangent curve concave to the Southeast, having a chord bearing of South 03 degrees 47 minutes 48 seconds West, a chord length of 78.67 feet, and a radius of 325.00 feet; thence along said curve an arc length of 78.86 feet; thence South 03 degrees 09 minutes 17 seconds East 34.00 feet to a tangent curve concave to the Southwest, having a chord bearing of North 40 degrees 40 minutes 01 seconds West, a chord length of 12.18 feet, and a radius of 10.00 feet; thence along said curve an arc length of 13.09 feet; thence North 78 degrees 10 minutes 43 seconds West 30.20 feet to a tangent curve concave to the Northeast, having a chord bearing of North 35 degrees 05 minutes 51 seconds West, a chord length of 53.28 feet, and a radius of 39.00 feet; thence along said curve an arc length of 58.65 feet; thence North 08 degrees 00 minutes 18 seconds East 16.81 feet to a tangent curve concave to the Southwest, having a chord bearing of North 28 degrees 42 minutes 20 seconds West, a chord length of 11.96 feet, and a radius of 10.00 feet; thence along said curve an arc length of 12.81 feet to a non-tangent curve concave to the Northeast, having a chord bearing of North 50 degrees 32 minutes 03 seconds West, a chord length of 192.62 feet, and a radius of 375.00 feet; thence along said curve an arc length of 194.80 feet; thence North 35 degrees 39 minutes 31 seconds West 152.83 feet to a tangent curve concave to the Northeast, having a chord bearing of North 17 degrees 25 minutes 53 seconds West, a chord length of 203.19 feet, and a radius of 325.00 feet; thence along said curve an arc length of 206.66 feet; thence North 00 degrees 47 minutes 05 seconds East 42.50 feet to a tangent curve concave to the Southwest, having a chord bearing of North 20 degrees 03 minutes 02 seconds West, a chord length of 17.78 feet, and a radius of 25.00 feet; thence along said curve an arc length of 18.18 feet to a tangent curve concave to the Northeast, having a chord bearing of North 32 degrees 06 minutes 50 seconds West, a chord length of 12.81 feet, and a radius of 42.00 feet; thence along said curve an arc length of 12.86 feet; thence North 89 degrees 12 minutes 55 seconds West 116.72 feet; thence North 00 degrees 47 minutes 05 seconds East 105.18 feet to the Point of Beginning, containing 3.21 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.
Certified this ____th day of October, 2014.

Stephen L. Smith
Registered Land Surveyor No. LS80040427
State of Indiana
I affirm under the penalties for perjury, that I have taken reasonable care to detect each Social Security Number in this document unless required by law.
Stephen L. Smith

- The exceptions are as follows:
- All public highways and rights-of-way, and all conditions, restrictions, covenants, encumbrances, and easements, apparent or of record.
 - Ordinance 95-62 an Ordinance concerning the Annexation of Adjacent and Contiguous Territory, recorded December 10, 1995, in Miscellaneous Record 242, at page 669, in the office of the Recorder of Monroe County, Indiana.
 - Ordinance 02-28 an Ordinance concerning the Annexation of Adjacent and Contiguous Territory, recorded December 30, 2002, as Instrument Number 2002031591, in the office of the Recorder of Monroe County, Indiana.
 - Ordinance 02-28 an Ordinance concerning the Annexation of Adjacent and Contiguous Territory, recorded March 21, 2003, as Instrument Number 2003007923, in the office of the Recorder of Monroe County, Indiana.
 - ALTA/ACSM Land Title Survey by Eric L. Deckard, Indiana Registered Land Surveyor No. LS2990012, dated June 3, 2003, recorded November 17, 2003, as Instrument Number 2003033111, in the office of the Recorder of Monroe County, Indiana.
 - Master Deed Restrictions of Renwick, recorded October 27, 2005, as Instrument Number 2005021761, which instrument was re-recorded as Instrument Number 2008005796, and amended by First Amendment to Master Deed Restrictions, recorded November 17, 2008, as Instrument Number 2008018894, all in the office of the Recorder of Monroe County, Indiana.
 - Declaration of Charter, Easements, Covenants, and Restrictions for Residential Neighborhood, recorded October 27, 2005, as Instrument Number 2005021762, which instrument was re-recorded as Instrument Number 2008005793, amended by First Supplemental Declaration recorded May 25, 2005, as Instrument Number 2005010134, which was further amended by Second Supplemental Declaration, recorded October 11, 2006, as Instrument Number 200601266, further amended by Third Supplemental Declaration, recorded July 14, 2009, as Instrument Number 2009012221, all in the office of the Recorder of Monroe County, Indiana.
 - Declaration of Covenants, Conditions and Restrictions for Springhouse Ridge, recorded July 14, 2009, as Instrument Number 2009012222, in the office of the Recorder of Monroe County, Indiana.
 - All covenants, conditions, restrictions, easements and encumbrances as shown by the recorded plat of Renwick Phase 1, recorded in Plat Cabinet D, Envelope 19, in the office of the Recorder of Monroe County, Indiana. NOTE: This exception omits any covenant, condition, or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions. Recorded on 10-25-2005 as Instrument Numbers 2005021761 and 200502762 in the office of the Recorder of Monroe County, Indiana.

The undersigned, Ben A. Beard, President of Gentry Estates Development Co., Inc., being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known and designated Gentry Crest Phase 2 at Renwick.

IN WITNESS WHEREOF, Gentry Estates Development Co., Inc., an Indiana Corporation, by Ben A. Beard, President, has hereunto executed this ____day of December, 2014.

Ben A. Beard, President
Gentry Estates Development Co., Inc.

STATE OF INDIANA)
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Ben A. Beard, personally known to me to be the President of Gentry Estates Development Co., Inc., and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Gentry Crest Phase 2 at Renwick as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this ____ day of December, 2014.

My Commission Expires: _____

_____, NOTARY PUBLIC
a resident of Monroe County

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

Charlotte Zietlow, President

James McNamara, Member

Dr. Frank N. Hrisomalos, Member

Approved by the City Plan Commission at a meeting held:

Tom Micuda, Director of Planning and Transportation

Jack Baker, President of Plan Commission

GENTRY CREST PHASE 2 AT RENWICK

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

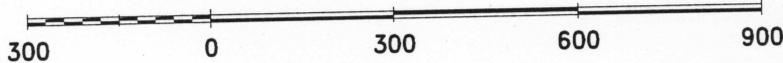
JOB NO. 5011 PAGE 2 OF 2





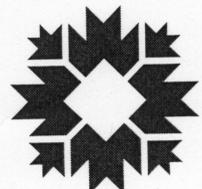
PUD-31-14 Ramsey Land Development
 1560 S Renwick Blvd
 Plat Committee
 Site Location, Zoning, Land Use, Parcels

By: greulice
 26 Nov 14



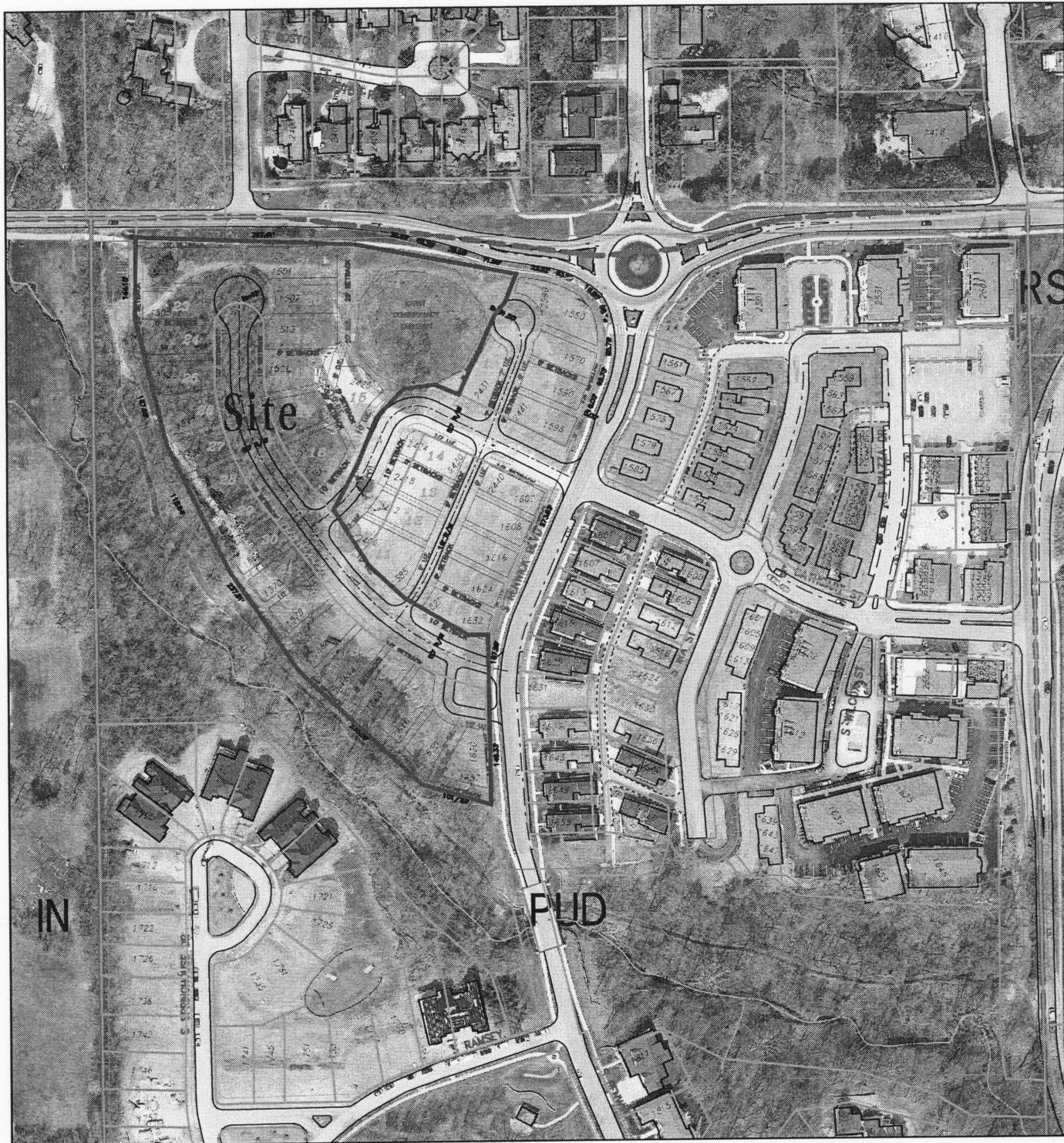
For reference only; map information NOT warranted.

City of Bloomington
 Planning & Transportation



Scale: 1" = 300'





PUD-31-14 Ramsey Land Development

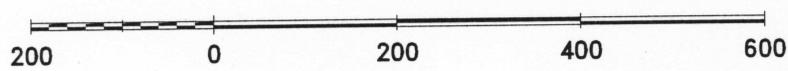
1560 S Renwick Blvd

Plat Committee

2010 Aerial Photograph

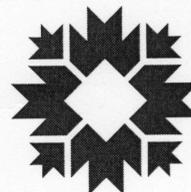
By: greulice

26 Nov 14



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 200'



Gentry Crest Phase 2 at Renwick

Job No. 5011

Public Improvements Bond Estimate
SMITH BREHOB & ASSOCIATES, INC

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	HMA Surface	138.00	TONS	\$80.00	\$11,040
2	HMA Base	414.00	TONS	\$70.00	\$28,980
3	Concrete Roll Curb and Gutter	1435.00	LFT	\$10.00	\$14,350
4	Concrete Sidewalk	670.00	SYD	\$30.00	\$20,100
5	Street Trees	39.00	EACH	\$175.00	\$6,825
6	Street Signs	1.00	LSUM	\$1,000.00	\$1,000
				Total Estimate	\$82,295
				25% Bonding Total	\$20,574
				Total Bond	\$102,869



Board of Public Works Staff Report

Project/Event: Plat Approval: Habitat on South Rogers Street

Staff Representative: Rick Alexander

Petitioner/Representative: Habitat for Humanity of Bloomington/Smith Brehob and Associates

Date: Dec 16th, 2014

Report: Habitat is requesting plat approval of a four lot subdivision just south of the intersection of Rogers and Rockport. Two lots would front Rogers and the other two would front Rockport Road. The petitioner is utilizing the Affordable Housing Standard of the UDO in order to allow reduced lot size and rear yard setback. Right of way dedications on both Rockport and Rogers are shown on the plat. Utilities services are available. No on site water detention is required.

Recommendation and Supporting Justification: The plat was approved at the December 1st meeting of the Plat Committee. City staff has reviewed the plat for accuracy and the plat has already been signed by the Director of Planning. An 8' sidepath already exists on Rogers Street but the petitioner is required to install street trees along both streets and a 5' sidewalk along Rockport. A bond for those improvements in the amount of \$6750 is required.

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

Habitat South Rogers Street
Property Description as Surveyed

A part of the east one half of the Northeast quarter of section 8,
Township 8 North Range 1 West, Monroe County, Indiana, and more particularly
described as follows:

Commencing at the Northeast corner of the Northeast quarter of Section 8,
thence North 90 degrees West 709.5', thence South 00 degrees 06 minutes 38
seconds West (assumed bearing) 1547.29' to the intersection of South Rogers Street
and the extension of Rockport Road, thence South 00 degrees 12 minutes 02 seconds
west along the centerline of South Rogers Street 261.09', thence North 89
degrees 47 minutes 58 seconds West 28' to the west right of way of South
Rogers Street and the point of Beginning, thence South 00 degrees 12 minutes
02 seconds West 153.00' along the West right of way of South Rogers Street,
thence North 89 degrees 47 minutes 58 seconds West 285.49' to the centerline
of Rockport Road, thence North 37 degrees 19 minutes 43 seconds East 191.90'
along the centerline of Rockport Road, thence South 89 degrees 47 minutes 58
seconds East 169.66' to the point of beginning containing 0.803 acres, more
or less.

I hereby certify that the survey work performed on the project shown
hereon was performed either by me or under my direct supervision
and control and that all information shown is true and correct to the
best of my knowledge and belief.
Certified this ____th day of November, 2014.

Stephen L. Smith
Registered Land Surveyor No. LS80040427
State of Indiana

I affirm under the penalties for perjury, that I have taken
reasonable care to redact each Social Security Number
in this document unless required by law.
Stephen L. Smith

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947,
enacted by the General Assembly of the State of Indiana and
ordinance adopted by the Common Council of the City of
Bloomington, Indiana, this plat was given approval by the
City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

Charlotte Zietlow, President

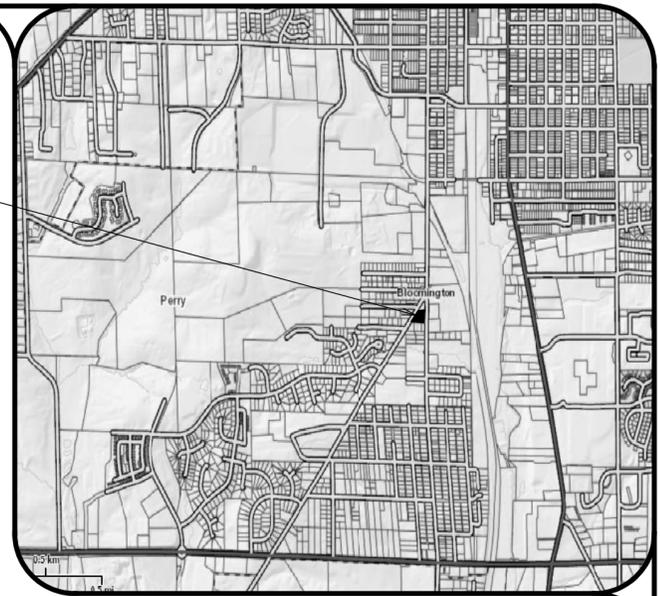
James McNamara, Member

Dr. Frank N. Hrisomalos, Member

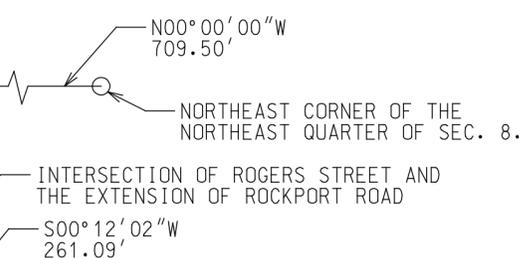
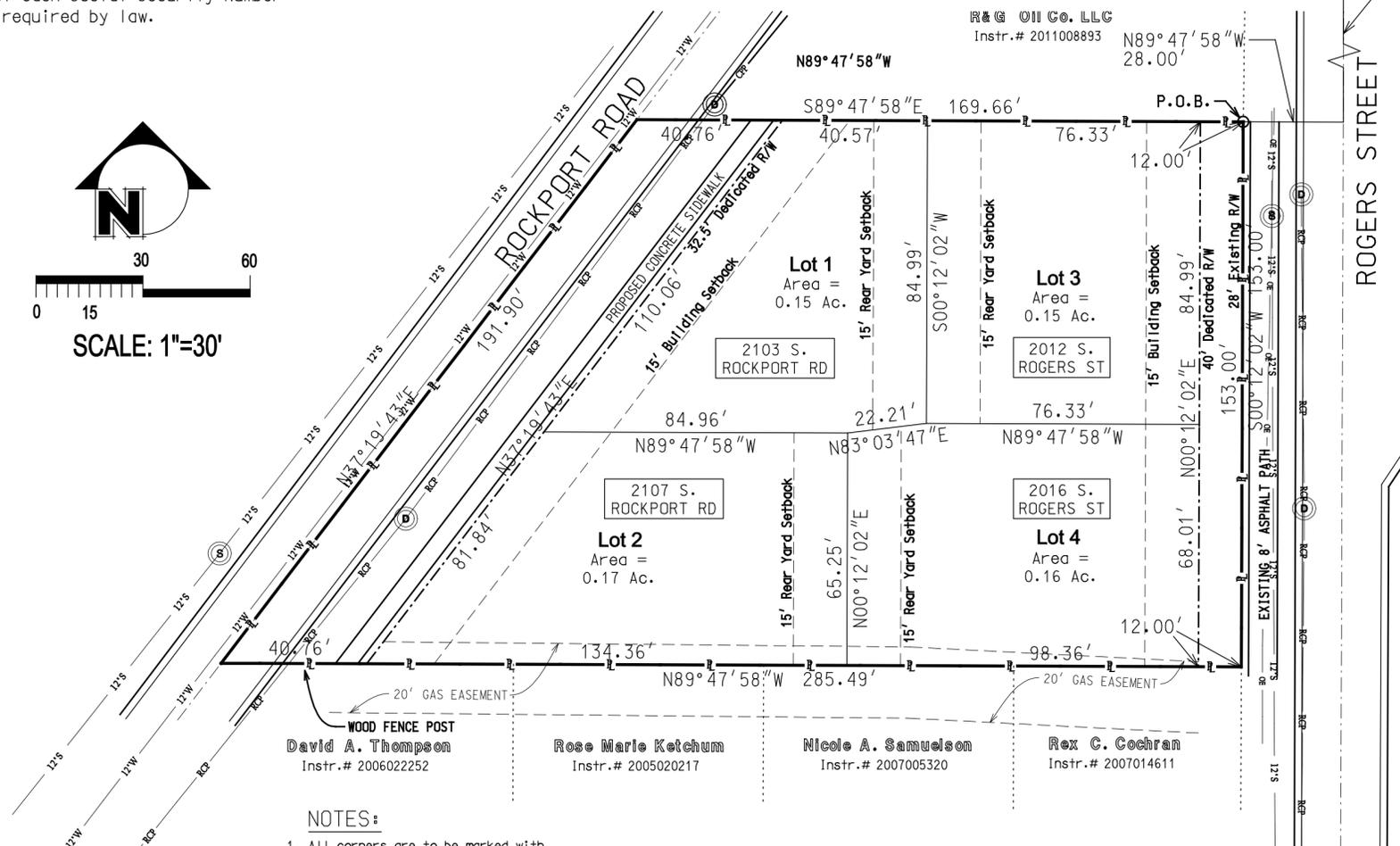
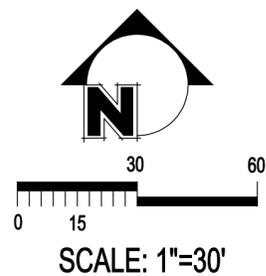
Tom Micuda, Director of Planning and Transportation

Jack Baker, President of Plan Commission

SITE
LOCATION



LOCATION MAP
No Scale



The undersigned, Kerry Thompson, President of Habitat for
Humanity of Monroe County, being the owner of the above
described real estate, does hereby layoff, plat and subdivide
the same into lots and street in accordance with this plat.
The within plat shall be known as Habitat South Rogers Street.

IN WITNESS WHEREOF, Habitat for Humanity of Monroe County,
by Kerry Thompson, President, has hereto executed this
_____ day of _____, 2014.

Kerry Thompson, President
Habitat for Humanity of Monroe County

STATE OF INDIANA)
COUNTY OF MONROE)SS:

Before me, a Notary Public in and for the State of Indiana
and Monroe County, personally appeared Kerry Thompson,
personally known to me to be President of Habitat for
Humanity of Monroe County, and being the owner of the
described real estate, and who acknowledged the execution
of the foregoing plat for the Real Estate known as HABITAT
AT SOUTH ROGERS STREET as his voluntary act and deed for
the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this _____ day
of _____, 2014.

My Commission Expires: _____

_____, NOTARY PUBLIC
a resident of Monroe County

MONUMENT LEGEND

- STONE MONUMENT
- STONE WITH X
- CONCRETE MONUMENT
- 5/8" REBAR W/ PLASTIC CAP SET
- REBAR FOUND
- IRON PIPE FOUND
- FENCE POST FOUND
- RAILROAD SPIKE FOUND
- PK NAIL
- GPS MONUMENT
- HIGHWAY BOX

NOTES:

1. All corners are to be marked with
a 5/8" x 2' capped rebar.

HABITAT AT SOUTH ROGERS STREET

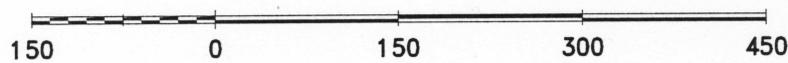
PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401





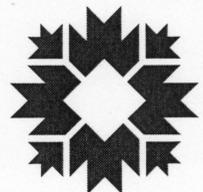
DP-33-14 Habitat for Humanity
2012 S Rogers Street
Plat Committee
2010 Aerial Photograph

By: greulice
21 Nov 14



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 150'



<u>Opinion of Probable Cost</u>						
Project: Habitat South Rogers Street Plat						
Description: Cost estimate for Public Improvements in the right of way						
Date; 12/3/2014						
Prepared by; S. Smith						
#	NA Cod	Item Description	Unit	Quantity	Price	Extension
1	na	Concrete Sidewalk 192' x 5'	cyd	107	\$35.00	\$3,745.00
2	na	Street Trees estimated number	each	6	\$275.00	\$1,650.00
Subtotal						\$5,395.00
			Contingency for Letter of Credit	25%		\$1,348.75
Total						\$6,743.75
Total Cost Estimate						\$6,750



Board of Public Works Staff Report

Project/Event: Request to install art work, walkway and landscaping in right of way at 620 S. Walnut St.

Staff Representative: Rick Alexander

Petitioner/Representative: Shalom Center/Joe LaMantia

Date: December 16, 2014

Report: The Shalom Center and city staff have been working with artist Joe LaMantia to obtain approval to place a sculpture titled "Heart Shelter" in the right of way in front of the Shalom Center at 620 S. Walnut Street. The piece will have four 6' 8" mosaic columns supporting a ten foot octagon roof. The roof will be under lit and will support a mirrored mosaic heart. The sculpture will have a ground level base with limestone pavers leading visitors to it from the public sidewalk. There will be a walkway and landscaping around the art installation as well.

Recommendation and Supporting Justification: The art work, walkway and landscaping will appear to be in the yard of the Shalom Center. However, the public right of way is 70' wide in this area of Walnut and encompasses most of the property frontage. There is also adequate space for the installation without altering or affecting the pedestrian walkway of Walnut Street. An agreement has been prepared to allow the installation to be placed in the right of way and will have to be signed by both City and Shalom Center representatives. A "Right of way Excavation Permit" will also have to be approved by staff prior to the installation.

Recommend **Approval** **Denial by** Rick Alexander

**RESOLUTION 2014-103
ENCROACHMENT AT 620 S. WALNUT STREET
FOR INSTALLATION OF ARTWORK, WALKWAY, AND LANDSCAPING**

WHEREAS, on May 14, 2010, Paul F. Baugh and Rebecca F. Baugh, husband and wife, and the Shalom Community Center, Inc., an Indiana not for profit corporation, entered into a Conditional Real Estate Sales Contract by which the Shalom Community Center, Inc., would purchase from the Baughs the property located at 620 South Walnut Street, Bloomington, Indiana; and

WHEREAS, the Shalom Community Center, Inc., (hereinafter “the Shalom Center”) has requested permission to install a decorative walkway, artwork and landscaping to enhance the aesthetics of the neighborhood of the Shalom Center at 620 S. Walnut Street; and

WHEREAS, Paul F. Baugh and Rebecca F. Baugh, while not themselves requesting permission to encroach in the City’s right of way, do not object to the Shalom Center’s request for permission to install the above-described encroachments; and

WHEREAS, the City of Bloomington supports public art installations; and

WHEREAS, the artist, Joe LaMantia, has provided public art for other areas of the City; 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, the City of Bloomington neither desires nor intends to vacate this right of way;

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington, by and through its Board of Public Works (“hereinafter “City”), agrees that the City will not initiate any legal action against the Shalom Center or Paul F. Baugh or Rebecca F. Baugh regarding the installation and maintenance of the artwork, walkway and landscaping in the described area of the City right of way, under the following conditions:

1. The Shalom Center shall be allowed to install a decorative walkway, artwork and landscaping in the right of way on the west side of the paved portion of South Walnut Street and directly in front of the Shalom Center building at 620 South Walnut Street as described and shown in Exhibit "A", attached hereto and incorporated herein. The plant types used in the landscaping shall be preapproved by the City's Planning and Transportation Department.
2. The Shalom Center shall be responsible for timely performance of all maintenance of the encroachments in order to keep them safe and in good condition and shall bear all expense regarding such maintenance. All materials and labor necessary for the improvement and maintenance of the encroachments are the sole responsibility of the Shalom Center.
3. This Resolution is not intended to relieve the Shalom Center of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
4. The Shalom Center agrees that the only encroachments that may be installed in the right of way are those described herein. In the event the Shalom Center wishes to install further encroachment, it must obtain additional approval from the Board of Public Works.
5. The City retains the right for the City, all public utilities, or any entity which has obtained a permit to work in the right of way, to enter into this right of way when, in the City's opinion, such entry is necessitated in order to maintain said right of way.
6. The Shalom Center understands and agrees that if the City or public utility needs to work in said area for any reason, and the artwork, walkway or landscaping need to be removed to facilitate the City or utility, it will be at the expense of the Shalom Center, and the City will not be responsible for any damage which may occur to any of the encroachments by the City's workers or contractors, or by those of a public utility. The Shalom Center will not be compensated for any expense which it may incur.

7. The Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if it determines any of the encroachments are undesirable in terms of the general welfare of the City.

8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then the Shalom Center shall remove any materials, or other installations, included within the encroachments upon notification by the City, without compensation by the City.

9. The Shalom Center agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.

10. The Shalom Center agrees to release, hold harmless and indemnify the City of Bloomington, its departments, officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demands which may arise as a result of the Shalom Center's use of the right of way. In case any claim or action in court is brought against the City of Bloomington, or an office or agent of it, for the failure, omission or neglect of the Shalom Center to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by alleged negligence of the Shalom Center or its agents, employees or subcontractors, the Shalom Center shall indemnify and save harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action, including attorney's fees.

11. The Shalom Center further agrees to release, hold harmless and indemnify Paul F. Baugh and Rebecca F. Baugh from any and all claims, causes of action, suits, proceedings or demands which may arise as a result of the Shalom Center's use of the right of way.

12. The Rev. Forrest Gilmore, of the Shalom Community Center, Inc., agrees by signing that he has full power by proper action to enter into this agreement on its behalf and has the authority to do so.

**City of Bloomington
Board of Public Works**

Shalom Community Center, Inc.

Charlotte Zietlow

The Rev. Forrest Gilmore

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Date

Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zietlow, James McNamara and Dr. Frank N. Hrisomalos, members of the City of Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2014.

Witness my hand and official seal.

Notary Public Signature

Printed Name

My Commission expires: _____

County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared The Rev. Forrest Gilmore, of the Shalom Community Center, Inc., and acknowledged the execution of the foregoing instrument this ____ day of _____, 2014.

Witness my hand and official seal. _____
Notary Public Signature

Printed Name

My Commission expires: _____

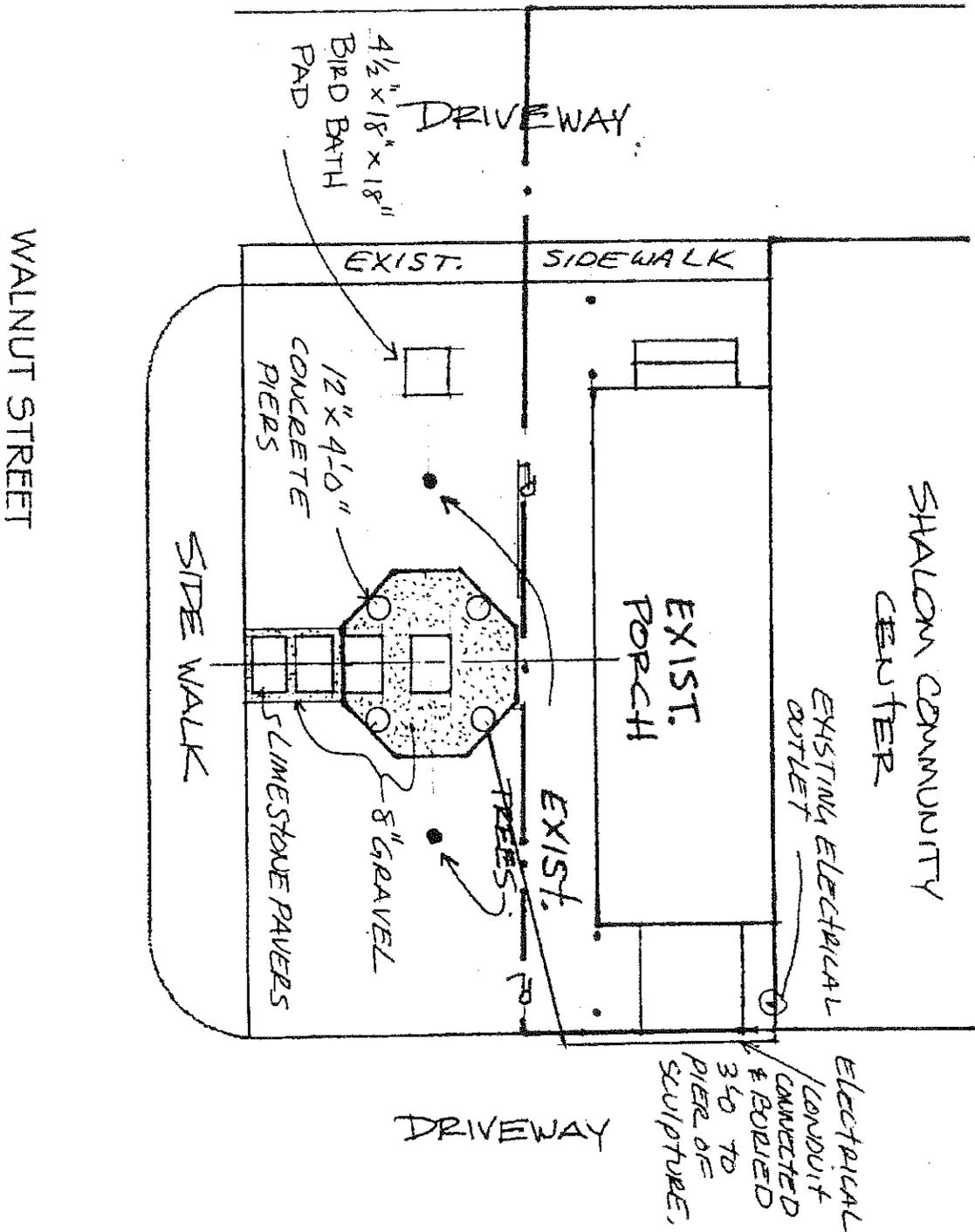
County of Residence: _____

Shalom Community Center Art Project 2014

By Joe LaMantia

- **Bird Houses (2):** Designed and built by the community. Houses constructed of hardwood and painted with exterior paint. Bird houses to be supported by 1" metal pipes and attached by a 1 ½" to 1" (diameter) reducing valve to existing 1 ½"(diameter) x 3'- 0"(h) metal post (see drawing).
- **Octagon Frame:** 10'- 0" octagon, constructed of 1 ¾" x 1 ¾" galvanized posts (recycled) – welded and fabricated at Bruce's Welding.
- **Columns (4):** 4 ½" x 4 ½" galvanized columns, constructed from 2' x 4" x 2 ¼" galvanized posts (recycled) welded to ½" x 8" x 8" galvanized plates – top and bottom. Columns will be bolted to octagon frame and concrete piers, assembled on-site.
- **Piers (4):** 12"(diameter) x 4'-0"(l) concrete piers with 2 – ½" x 18" galvanized anchor bolts for each pier.
- **Pavers (2):** 4" x 24" x 24" limestone pavers to be installed on an 8" bed of gravel.
- **Roof:** Recycled street signs, cut and riveted to octagonal frame.
- **LED Light Fixture:** Attached to horizontal post of frame above suspended heart. Electrical connection to exterior receptacle box on NE corner of building (see site plan). Light fixture connected to light sensor mounted on the exterior of roof.
- **Bird Bath (to be designed and built by the community):** Made of limestone, will set upon a 4 ½" x 18" x 18" limestone pad (see site plan) with an 8" gravel base.

EXHIBIT "A"



SHALOM CENTER

620 S. WALNUT ST.
BLOOMINGTON, INDIANA 47401



WALNUT STREET

- ⊗ = small, native grasses (eg. switchgrass), sedum
- ☼ = perennial flowers (eg. coneflower, yarrow, day lilies, etc.)
- ☁ = herbaceous layer (oregano, clover, alpine straw berries)
- ⊕ = fruiting shrubs: service, currant, goose berries

SHALOM CENTER

620 S. WALNUT ST.
BLOOMINGTON, INDIANA 47401

“Heart Shelter” Landscape Plan

Criteria for selection and placement:

Wildlife (primarily birds and pollinators) supporting

Very low maintenance

Non-invasive species

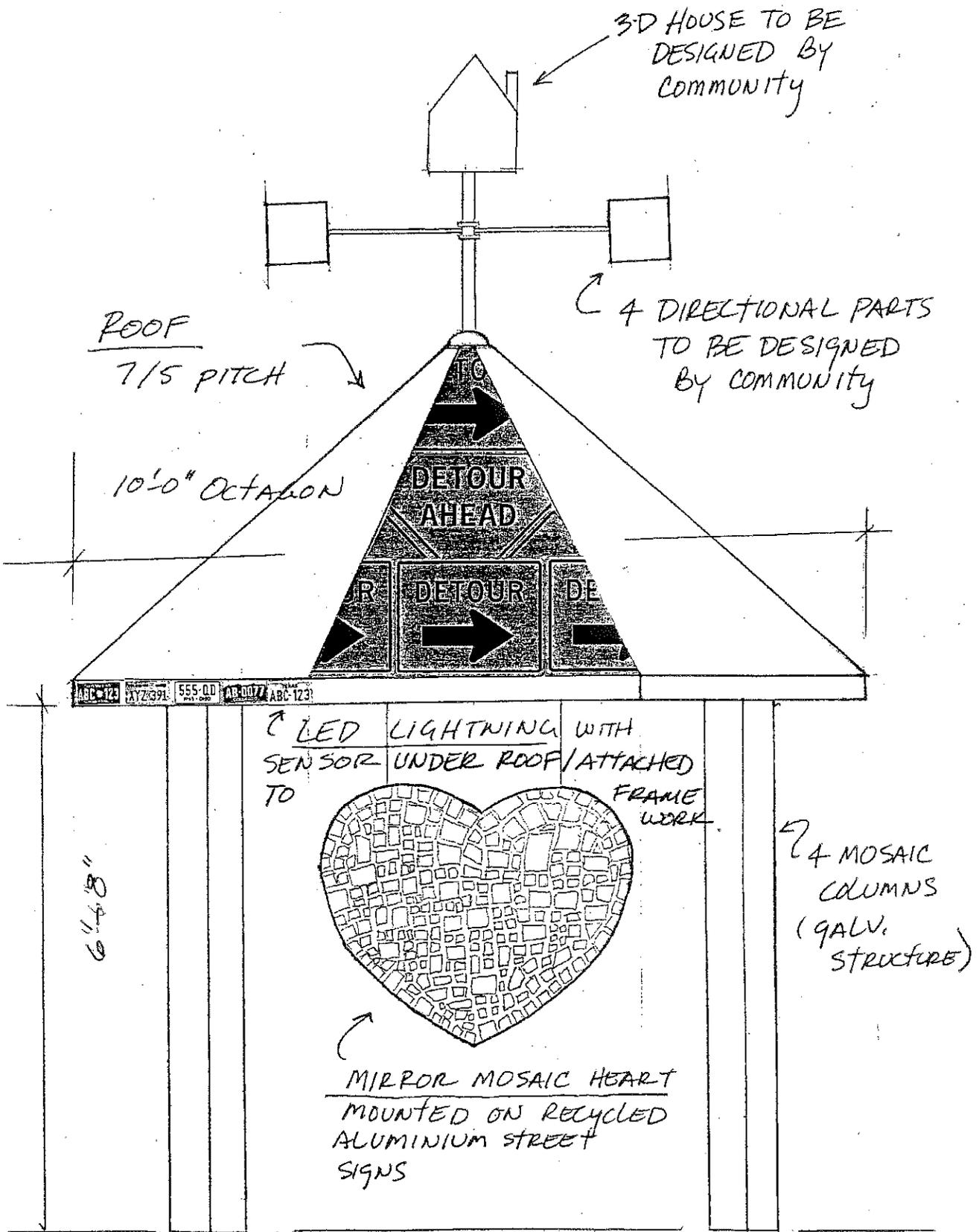
Beautiful and recognizable as a garden

Preventing walking through the wildlife habitat garden

Primarily native and perennial or self-sowing plants

The plantings will work around the existing two ginkgo trees.

The largest elements of the new plantings are two service berry shrubs and six lower fruiting shrubs (currants, gooseberries). The rest of the area will be filled in pretty compactly, so as to deter pedestrian passage, with flowers ranging about 24” to 48”, grasses ranging about 12” to 36”, and herb and bulb patches beneath the trees.



"HEART SHELTER"
SHALOM COMMUNITY CENTER

J. LAMANTIA
7/14



Shalom
Community
Center
620 S. Walnut

No Parking
Any Time

NO PARKING
NO STOPPING

←



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way at The Gateway Building at 17th and College

Staff Representative: Rick Alexander

Petitioner/Representative: Ellitot Lewis/Studio 3 Designs

Date: December 16th, 2014

Report: In November, the board approved the use of the right of way at this developing site at the southeast corner of 17th and College. The project has received all of the necessary Planning approvals and a grading permit has been issued and construction is under way. The approved plan does include a few encroachments that we are asking the Board to approve. Those include a sign band, a canopy and a planter.

Recommendation and Supporting Justification: The planter would be 14' in diameter and near the corner of 17th and College in what will appear to be a large plaza area. The sign band and canopy will both be on the building and sufficiently above the walkway. Both only extend over the right of way by one foot and four inches but actually extend several feet from the building. A memo of understanding with a hold harmless agreement has been prepared and reviewed by city legal staff. Planning and Transportation staff has worked on this project from the beginning and find the request to be acceptable.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2014-104**

Encroachments at 1280 North College Avenue

WHEREAS, ERL-14, LLC, (“Owner”) owns the real property located at 1280 North College Avenue; and

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

WHEREAS, ERL-14, LLC intends to build The Gateway building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following multiple encroachments over and upon the public sidewalk adjacent to its business including: (1) a canopy; (2) a signage band; and (3) a raised planter. (1) On the west side, facing North College Avenue, the canopy will extend one foot and four inches (1’4”) into the right of way and will be twelve feet (12’) above grade. (2) The signage band will be at the northwest corner and will extend one foot and four inches (1’4”) into the right of way and will be thirty-eight feet (38’) above grade. (3) The raised planter will be at the northwest corner of the building and will be fourteen feet (14’) in diameter, eighteen inches (18”) tall and located entirely within the public right of way;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington, by and through its Board of Public Works, agrees not to initiate any legal action against Owner for the installation of the canopy, signage band and planter over and upon the public right of way, provided that:

1. Owner shall be allowed to install the canopy, signage bank and raised planter encroachments in the right of way adjacent to Owner’s property

located at 1280 North College Avenue.

2. Owner agrees to perform timely maintain of all described encroachments and to keep them in a safe and good condition. All materials and labor necessary for the improvement and maintenance of the encroachments are the sole responsibility of Owner.
3. Encroachments shall not deviate from the design which is attached as Exhibit A of this resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibit A is attached hereto and incorporated herein.
4. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are those described herein. In the event Owner wishes to install further encroachment, Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if City or public utility needs to work in said area for any reason, and the encroachments need to be removed to facilitate City or utility, the removal shall be at the sole expense of Owner and that the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be

improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.

9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachments in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachments prior to any change being made.
10. ERL-14, LLC, agrees for itself and its successors and assigns to release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney's fees, losses or injuries that occur as a result of its use of the right of way. In case any claim or action in court is brought against the City of Bloomington, or an officer or agent of it, for the failure, omission or neglect of ERL-14, LLC, to perform any of the covenants, acts, matters or things by this agreement undertaken for or injury or damage caused by the alleged negligence of ERL-14, LLC, or its agents, employees or subcontractor, ERL-14, LLC, shall indemnify and save harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expense, judgments or decrees arising out of such action, including attorney's fees.
11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by ERL-14, LLC; and (c) the return of a copy of the recorded Resolution to the Department of Public Works, which must include the Monroe County Recorder's file information.
12. This resolution shall run with the land and shall bind ERL-14, LLC, and

its successors and assigns. ERL-14, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.

- 13. Elliot Lewis, as member of ERL-14, LLC, agrees by signing that he has full power by proper action to enter into the agreement on its behalf and has authority to do so.

Signed this _____ day of _____, 2014.

Board of Public Works

ERL-14, LLC

Charlotte Zietlow, President

Elliot Lewis, Member

James McNamara

Date

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, Elliot Lewis, member of ERL-14, LLC, and 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: _____

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zietlow, Dr. Frank N. Hrisomalos, and James McNamara, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2014.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.



August 1, 2014

Mr. Rick Alexander
Engineering Department
City of Bloomington, Indiana

RE: Encroachment Items
Gateway Apartments

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.

- **Retail Canopy**
The retail space at the corner of the building will have a round building canopy which extends 1'-4" over the west property line at approximately 12'-0" above grade.
- **Signage Band**
There is a round floating "sign band" at the corner of the building that extends 1'-4" over the west property line at approximately 38'-0" above grade.
- **Raised Planter**
There will be a raised round planter at the corner of College Ave. and 17th St. This planter is 18" tall and 14'-0" in diameter and is located entirely within the right-of-way.
- **Retaining Wall**
A portion of the retaining wall at the northeast corner of the site extends in to the right-of-way and turns to the west. This retaining wall is necessary due to the drastic grade change between the project site and the property to the immediate east with existing buildings up against the property line.

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', written over a white background.

J. Zach Bode

ALUMINUM COPING
EIFS CORNICE

RESIDENTIAL WINDOWS
W/ TRANSOM GLASS

STEEL RAILING SYSTEM
STAINED WOOD BALCONY
FIBER CEMENT PLANK
BALCONY DOOR

SOLDIER COURSE BRICK - COLOR 2
BRICK - COLOR 2
TRANSOM WINDOW
SOLDIER COURSE
BRICK - COLOR 2

CURVED ROOF

FIBER CEMENT PANEL
SYSTEM
Top of Tower
46' - 0"

Parapet
41' - 8"

THE GATEWAY

ROUND METAL "CORNICE"
FIBER CEMENT PLANK
STOREFRONT WINDOW
SYSTEM

Level 3
27' - 8"

BRICK VENEER -
COLOR 1

METAL SPANDREL PANEL
Level 2
17' - 0"

RESTAURANT

METAL BUILDING
CANOPY

ALUMINUM STOREFRONT
SYSTEM

Level 1A
0' - 0"

SOLDIER COURSE
BRICK - COLOR 2

BRICK - COLOR 1

COVERED PORCH

RESIDENTIAL WINDOWS

BALCONY DOOR

BRICK - COLOR 2

48' - 0"

BRICK ROWLOCK
SILL - COLOR 2

SOLDIER COURSE
BRICK - COLOR 2

RETAIL SIGNAGE

RETAIL 1

RETAIL 2

BRICK - COLOR 1

STOREFRONT
WINDOW SYSTEM

STEEL RAILING
SYSTEM

CONC. STAIR

SCORED CONC.
RETAINING WALL

48' - 0"

METAL BUILDING
CANOPY

ALUMINUM STOREFRONT
SYSTEM

Sign band - extends 1'-4" into
right-of-way at 38'-0" above

Sign band - extends 1'-4" into
right-of-way at 12'-0" above

SHEET NUMBER

A4

SHEET DESCRIPTION

NORTH
ELEVATION

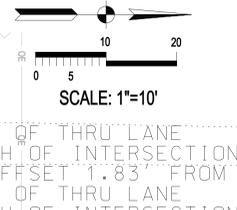
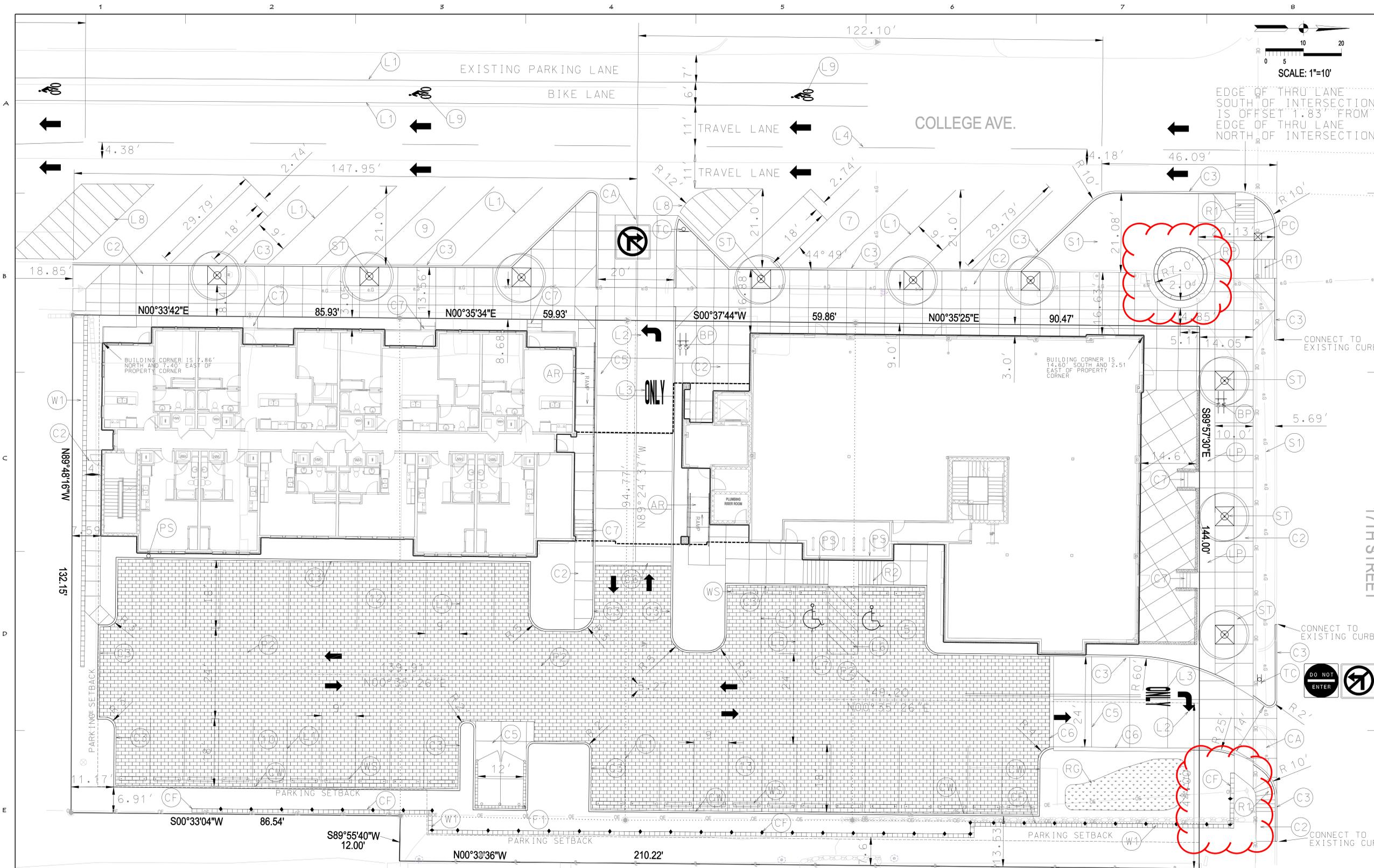
PROJECT NO.
13055

DATE
3-24-14

ERL-14, LLC.
THE GATEWAY APARTMENTS
BLOOMINGTON, IN

STUDIO
THREE
DESIGN

1 NORTH ELEVATION
1/8" = 1'-0"



GENERAL NOTES

- SEE SMITH BREHOB 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION. B) INLETS: OUTER ELEVATION.
- LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

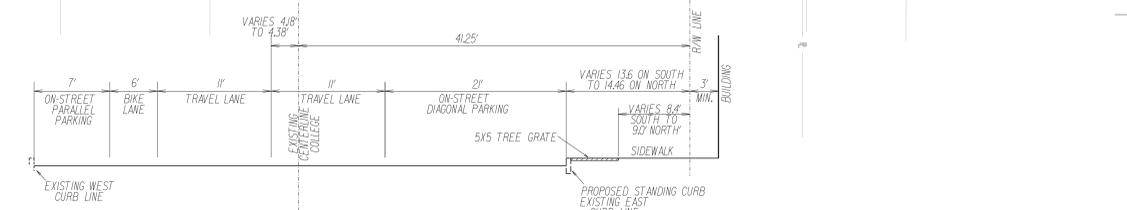
SITE PLAN NOTES

- SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY-ISSUED EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING DIMENSIONS AND DETAILS.

DEVELOPMENT DATA

ZONING - CG (COMMERCIAL GENERAL)
 LOT AREA = 0.95 ACRES (41,661.78 SF)
 IMPERVIOUS PERMITTED = 60% = 24,997.06 SF
 BUILDING AREA = 15,848.87 SF
 SLABS, PATIOS AND SIDEWALKS = 3,356.00 SF
 PARKING AND DRIVE AREA = 14,817.96 SF
 POTENTIAL TOTAL IMPERVIOUS SITE AREA = 34,027.83 SF
 PARKING LOT PERMEABLE PAVER AREA = 13,183.96 SF
 ACTUAL TOTAL IMPERVIOUS SITE AREA = 20,843.87 SF
 IMPERVIOUS SHOWN = 50%
 PARKING LOT PERMEABLE PAVER PERCENTAGE = 89%

- MATERIALS LEGEND**
- HYDRA-BRICK PRECAST CONCRETE PERMEABLE PAVER SYSTEM
 - CONCRETE SIDEWALK - WIDTH VARIES
 - 4" THICK CONCRETE, 4000 PSI
 - 4" COMPACTED AGGREGATE BASE #53
 - CONCRETE APPROACH
 - 6" THICK, 4000 PSI CONCRETE
 - 6" COMPACTED AGGREGATE BASE #53
 - 6" STANDING CURB
 - CONCRETE PAVEMENT
 - 6" THICK CONCRETE, 4000 PSI
 - 8" COMPACTED AGGREGATE BASE #53
 - CONCRETE EDGE RESTRAINT
 - DUMPSTER ENCLOSURE (REFER TO ARCHITECTURAL PLANS FOR DETAIL)
 - STREET TREE IN 5' x 5' TREE GRATE
 - BICYCLE PARKING
 - TRAFFIC CONTROL SIGN "DO NOT ENTER"
 - TRAFFIC CONTROL SIGN "NO RIGHT TURN"
 - LINE, PAINT, SOLID, WHITE, 4"
 - SYMBOL, PAINT, YELLOW, LANE INDICATION ARROW
 - PAVEMENT MESSAGE MARKINGS, PAINT, WHITE, WORD, "ONLY"
 - LINE, PAINT, WHITE, 4", SKIP LINE
 - LINE, PAINT, SOLID, BLUE, 4"
 - LINE, PAINT, SOLID, BLUE, 6" CROSSHATCH LINE
 - SYMBOL, PAINT, BLUE, ACCESSIBLE PARKING SPACE
 - LINE, PAINT, SOLID, YELLOW, 6" CROSSHATCH LINE
 - SYMBOL, PAINT, WHITE, BICYCLE LANE
 - NURSERY SOIL
 - HANDICAP RAMP TYPE G
 - HANDICAP RAMP TYPE X
 - RECON BLOCK - PRECAST CONCRETE MODULAR BLOCK RETAINING WALL, COLOR AND FACE CHOICE BY OWNER, CONTRACTOR TO SUBMIT CERTIFIED SHOP DRAWINGS FOR REVIEW AND APPROVAL
 - CONCRETE RETAINING WALL - SEE STRUCTURAL PLANS
 - CURB WALL - SEE DETAIL
 - CONCRETE STAIRS 12" RISER, 12" TREAD (UNLESS NOTED) AND HANDRAILS
 - 18" TALL RAISED PLANTER WITH LIMESTONE CAP
 - LANDSCAPE PLANTER AREA WITHIN PUBLIC R/W
 - PRECAST CONCRETE WHEEL STOP
 - ACCESSIBLE PARKING SIGN, MOUNTED ON BLDG OR PIPE BOLLARD
 - RAIN GARDEN, SEE LANDSCAPE PLAN FOR PLANT MATERIAL
 - ACCESSIBLE RAMP AND HANDRAIL
 - CHAIN LINK FENCE - 42" HIGH GREEN VINYL COATED
 - PEDESTRIAN CROSSING SIGNAL, CONTRACTOR TO COORDINATE PLACEMENT AND WORK WITH CITY TRAFFIC SPECIALIST
 - WICK DRESS: 812-325-9236 | 1Shelton@bloomington.in.gov



COLLEGE AVENUE TYPICAL SECTION



STUDIO
THREE
DESIGN

317.555.1000 main 317.572.1236 fax
8604 Allisonville Road, Suite 330 Indianapolis, IN 46250

LYNCH, HARRISON & BRUMBLEVE, INC.
STRUCTURAL CONSULTING ENGINEER

BIAGI, CHANCE, CUMMINS, LONDON, TITZER, INC.
MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER

SMITH BREHOB & ASSOCIATES, INC.
CIVIL CONSULTING ENGINEER

ERL-14, LLC.

THE GATEWAY APARTMENTS

17TH & COLLEGE
BLOOMINGTON, IN

PROJECT NO.
13055

DATE

REVISIONS
Bid Set 07-24-14

CERTIFICATION



SHEET DESCRIPTION
SITE PLAN

SHEET NUMBER
C201

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



Board of Public Works Staff Report

Project/Event: Request to place signs, bike racks, canopy and meter pit in right of way at CVS at 121 E. Kirkwood Avenue

Staff Representative: Rick Alexander

Petitioner/Representative: CVS/Smith Brehob and Associates

Date: December 16th, 2014

Report: CVS has purchased the ONB/Workingman's bank building at the northwest corner of Kirkwood and Washington. They intend to renovate the building and create a two story pharmacy store with 3 apartments above it. The building's exterior will not change shape. The existing canopy will include a CVS sign and the building will have a blade sign added. They are also required to install bike racks and a new meter pit with fire department connections. Since the building is at the property line, all of these additions will be encroachments. Since it is unclear as to whether or not the existing canopy ever had an encroachment agreement, the canopy is also included in the agreement in order to update all items that are in the public right of way with one current document.

Recommendation and Supporting Justification: The building sits on the right of way line of Washington and Kirkwood leaving no room for these fixtures to be on private property. The only un-built space is on the north side by the alley and that will be the loading dock. City staff has reviewed the request and an encroachment agreement has been drafted which would allow the encroachments.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2014-105**

Encroachments at 121 East Kirkwood Avenue

WHEREAS, TMC Bloomington I LLC, (“Owner”) owns the real property located at 121 East Kirkwood Avenue; and

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

WHEREAS, TMC Bloomington I LLC intends to remodel the building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following multiple encroachments over and upon the public sidewalk adjacent to its business including: (1) a canopy; (2) a blade sign; (3) bike racks; and (4) a water meter pit. (1) The canopy faces both Kirkwood Avenue and Washington Street and includes two (2) signs two feet (2’) tall and sixteen feet nine inches (16’9”) long as depicted in Exhibit “A” and extends over the public right of way and is above the grade of the sidewalk by nine feet (9’) or more. (2) The blade sign faces Kirkwood Avenue and is above the canopy at the second floor level, is ten feet (10’) long and four feet seven inches (4’7”) wide and will be illuminated. (3) Bike racks will be located on the east side of the building approximately ten feet (10’) north of the south building line and ten feet (10’) east of the building as depicted in Exhibit “B”. (4) The water

Resolution 2014-105

meter pit and the required appurtenances will be installed in the Washington Street sidewalk approximately seventeen feet (17') south of the north building line and six feet (6') east of the building as depicted in Exhibit "C";

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the canopy, blade sign, bike racks and water meter pit over the public right of way, provided that:

1. Owner shall be allowed to install the canopy, blade sign, bike racks and water meter pit in the right of way adjacent to Owner's property located at 121 East Kirkwood Avenue.
2. Owner agrees to maintain all described encroachments and to keep them in a safe and good condition.
3. Encroachments shall not deviate from the design which is attached as Exhibits A, B and C of this resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibits A, B and C are attached hereto and incorporated herein.
4. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are those described herein. In the event Owner wishes to install further encroachment, Owner must first obtain additional approval from the Board of Public Works.

Resolution 2014-105

6. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if City or public utility needs to work in said area for any reason, and the encroachments need to be removed to facilitate City or utility, the removal shall be at the sole expense of Owner and that the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachments in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachments prior to any change being made.
10. TMC Bloomington I LLC agrees for itself and its successors and assigns to

release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney's fees, losses or injuries that occur as a result of its use of the right of way. In case any claim or action in court is brought against the City of Bloomington, or an officer or agent of it, for the failure, omission or neglect of TMC Bloomington I LLC to perform any of the covenants, acts, matters or things by this agreement undertaken for or injury or damage caused by the alleged negligence of TMC Bloomington I LLC or its agents, employees or subcontractor, TMC Bloomington I LLC shall indemnify and save harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expense, judgments or decrees arising out of such action, including attorney's fees.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by TMC Bloomington I LLC; and (c) the return of a copy of the recorded Resolution to the Department of Public Works, which must include the Monroe County Recorder's file information.
12. This resolution shall run with the land and shall bind TMC Bloomington I LLC and its successors and assigns. TMC Bloomington I LLC expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. Thomas Crowley, as Chief Executive Officer of TMC Bloomington I LLC and TMC Managers Inc., agrees by signing that he has full power by proper action to enter into the agreement and has authority to do so.

Signed this _____ day of _____, 2014.

Board of Public Works

**TMC Bloomington I LLC
By: TMC Managers Inc.**

Charlotte Zietlow, President
Officer

Thomas Crowley, Chief Executive

James McNamara

Date

Dr. Frank N. Hrisomalos

State of Indiana)
) SS:
County of _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared, Thomas Crowley, Chief Executive Officer of TMC Bloomington I LLC and TMC Managers Inc., and acknowledged the execution of the foregoing instrument this _____ day of _____, 2014

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

Resolution 2014-105

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zietlow, Dr. Frank N. Hrisomalos, and James McNamara, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2014.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

EXHIBIT "A"

SignArt

ELEVATION



Proposed Elevation

Scale: NTS

CVS/Pharmacy #10676 — NWC Kirkwood Ave. & Washington St., Bloomington, IN

Lead #BR2-022945

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TB

7-30-14
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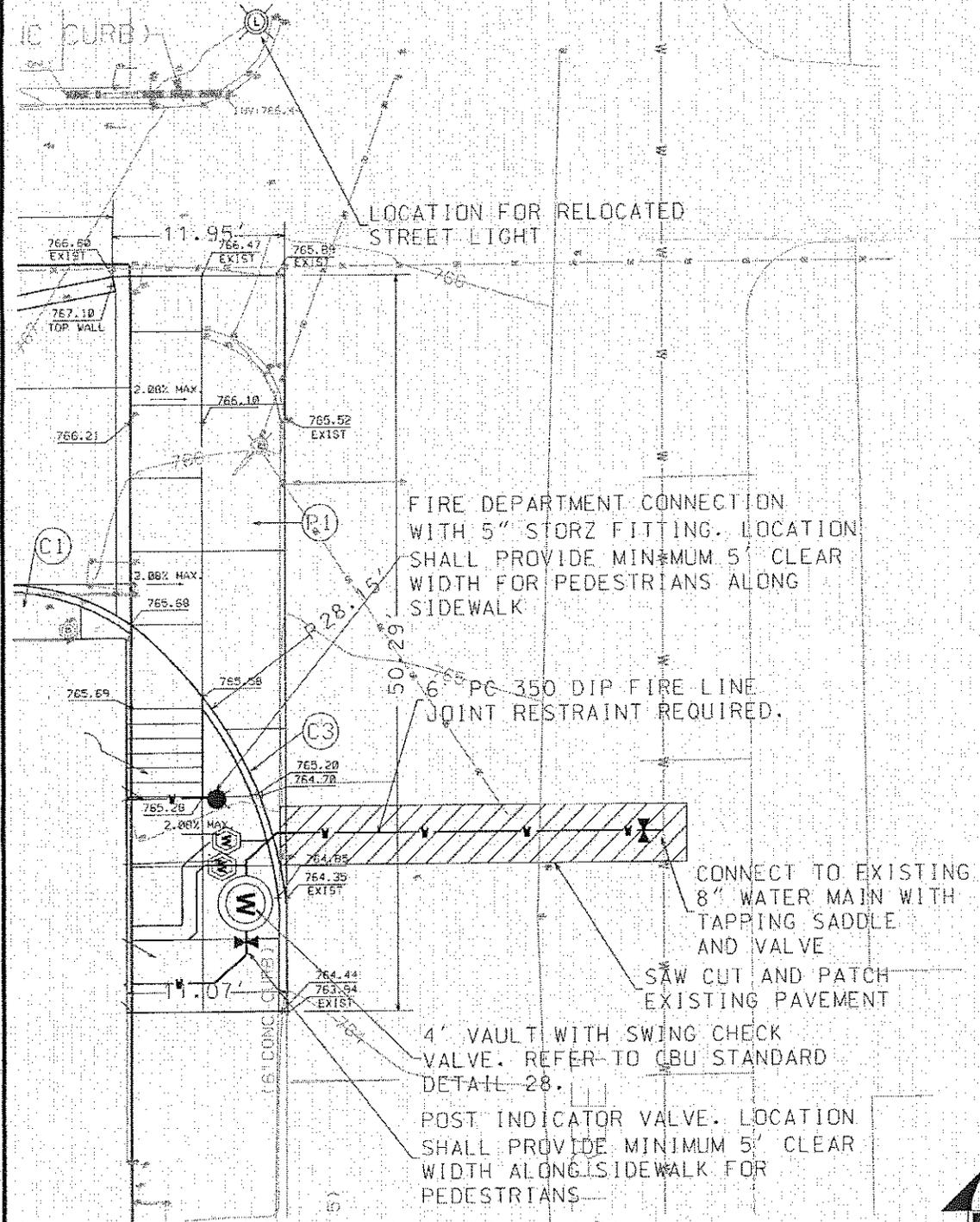
9-17-14ag Approved for:

By:

Date:

13

CVS KIRKWOOD
EXHIBIT "C"



FIRE DEPARTMENT CONNECTION WITH 5" STORZ FITTING. LOCATION SHALL PROVIDE MINIMUM 5' CLEAR WIDTH FOR PEDESTRIANS ALONG SIDEWALK

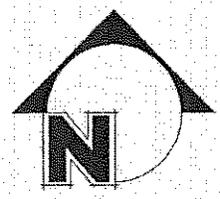
6" PC-350 DIP FIRE LINE JOINT RESTRAINT REQUIRED.

CONNECT TO EXISTING 8" WATER MAIN WITH TAPPING SADDLE AND VALVE

SAW CUT AND PATCH EXISTING PAVEMENT

4' VAULT WITH SWING CHECK VALVE. REFER TO CBU STANDARD DETAIL 28.

POST INDICATOR VALVE. LOCATION SHALL PROVIDE MINIMUM 5' CLEAR WIDTH ALONG SIDEWALK FOR PEDESTRIANS



Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

WATER METER PIT ENCROACHMENT
SCALE: 1" = 10'



Board of Public Works Staff Report

Project/Event: Award Agreement for Consulting Services, 17th Street Sidewalk Construction.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 12/16/2014

Report: This will be a new contract for design and right-of-way services between the City and American Structurepoint, Inc. for a new section of sidewalk connecting the 17th and Arlington Roundabout Project to the existing 17th Street Sidewalk Project. The scope of work will include coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right-of-way documents including appraisals and buying services. Total contract compensation shall not exceed \$46,250.00.

Recommendation and Supporting Justification: This project will supply a critical sidewalk link on the south side of West 17th Street between the round-a-bout project and the current West 17th Street sidewalk project. The project is supported by the Council Sidewalk Committee which is proposing contributing \$13,300 to the total compensation. Staff recommends that the Board award the agreement for consulting services for 17th Street sidewalk construction to American Structurepoint.

Recommend Approval Denial by: _____

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

**PROJECT NAME: W. 17th Street Sidewalk Design from Tri-North Middle School to
Maple Street on the South Side
PT 14 05 454 D**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide a sidewalk extension from the 17th Street Roundabout limits to Maple Street.

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right-of-way documents**, which shall be hereinafter referred to as "the Services", and;

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner and consistent with the schedule set forth in Article 6 and Exhibit C. 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: In providing services under this Agreement, Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant, the Consultant will, without additional compensation, correct those services not meeting such a standard, if it was the fault of the Consultant.

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 Roy Aten, (“Aten”) Senior Project Manager in the Planning and Transportation Department, to serve as the Board’s representative for the project. Aten shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Forty-Six Thousand, Two Hundred Fifty Dollars (\$46,250.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

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

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

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

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

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

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

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

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

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant acknowledges that it has a continuing duty to inform the City of any conflict of interest that may arise during the term of 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 applicable federal, state and local statutes, ordinances, plans, and regulations, including 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 applicable public authority having 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
Planning and Transportation Dept,
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

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

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

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

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

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

Consultant and any of its 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 Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission 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 Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission 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 Commission.

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.

City of Bloomington

Consultant

Board of Public Works

American Structurepoint, Inc.

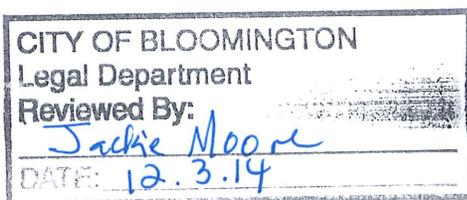
By:

Charlotte Zietlow
President

Cash E. Canfield
Vice President

By:

Mark Kruzan
Mayor



CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12.2.14
FUND/ACCT: 454-02 54310
601-02 54310

EXHIBIT A
Scope of Services

A. Field Survey

The Consultant shall provide the field survey required for preparation of design plans in conformance with the requirements of the "Survey Manual, Location Survey, Indiana State Highway Commission," a copy of which is on file with the Indiana Department of Transportation (INDOT), and same is incorporated herein by reference and made a part hereof. Survey limits will be as follows:

1. 17th Street: 120' strip from a point 500' west of the intersection of 17th Street and Maple Street to the Maple Street Intersection

B. 17th Street Sidewalk Extension Design

1. The Consultant shall prepare final plans and opinion of probable construction cost for the 17th Street Sidewalk extension, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans are submitted: American Association of State Highway and Transportation Officials (AASHTO) "*A Policy on Geometric Design of Highways and Streets*", City of Bloomington Standards, and the United States Access Board *Proposed Guidelines for Pedestrian Facilities in the Public Right of Way* to the maximum extent possible.

- a. The Consultant shall attend one pre-bid meeting for the 17th Street Sidewalk Extension Project.

C. Upon completion and final approval of the services by the City of Bloomington, the Consultant shall deliver to the City the following:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets prepared with the following process: Ink on approved ink medium for all sheets except cross sections for computing earthwork quantities. The cross sections will be on approved cross section paper, in ink.
2. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the City.

D. Right-of-Way Services

1. Right-of-Way Management and Supervision
 - a. Consultant shall be responsible for administering, scheduling, and coordinating all activities necessary to certify that right-of-way has been acquired and the project is clear for construction letting. This responsibility will include:
 - i) Meetings, conferences, and communications with property owners, relocatees, attorneys, engineers, appraisers, buyers, and Board

- ii) Revisions to construction plans, right-of-way plans, plats, legal descriptions, and right-of-way stake-outs that may be required
 - b. These right-of-way services include all reasonable services as required to secure all parcels based on the approved engineering design or to recommend to the Board that condemnation proceedings be filed.
 - c. The Consultant shall make arrangements for delivery of payment to each property owner and/or relocatee.
- 2. Abstracting
 - a. Parcels with a fair market value of \$5,000 or more
 - i) A documented preliminary title search is required covering an interval of time including one valid transfer of fee title beyond a 20-year period from the date of the search.
 - ii) Each title search will be updated, if necessary, and a Guaranty of Title issued in the amount of \$5,000.
 - b. Parcels with a fair market value of \$5,000 or less or temporary right-of-way
 - i) A documented minimal title search by a title company, or
 - ii) A verified last-deed-of-record search
- 3. Plats, Legal Descriptions, and Staking
 - a. The Consultant shall prepare metes and bounds legal descriptions and land plats for all acquisitions according to the *INDOT Right-of-Way Engineering Manual* and applicable state of Indiana Codes, including, but not limited to, the following as applicable.
 - i) IC 32-21-2-13
 - ii) IC 36-2-19 Sections 4, 5, and 6
 - b. The interpretation as to the specific requirements of these laws and regulations will be at the discretion of the Board and the Consultant.
 - i) The legal descriptions will be prepared and certified by an Indiana registered surveyor.
 - ii) Each plat will include the following.
 - (a) Total area before taking
 - (b) Area of existing right-of-way
 - (c) Area of all residue

4. Right-of-Way Staking

- a. The Consultant shall provide right-of-way stakeouts locating the new right-of-way line. The stake out will be made using wooden hubs located at changes in bearing and other points necessary to indicate the location of the right-of-way takings (including permanent and temporary right-of-way).

E. Appraising

1. Information pertaining to the appraisers will be submitted to Board prior to Board giving the Notice to Proceed on the appraising.
2. The appraiser(s) shall be a licensed appraiser in the State of Indiana.
3. The appraiser(s) shall examine the plans for this project and review in the field the various parcels herein designated.
4. The appraiser(s) shall give the owner of each parcel to be appraised the opportunity to accompany the appraiser(s) during the inspection of the parcel.
5. The appraisals shall be sufficiently documented to meet the minimum standards set out in INDOT's Appraisal Handbook as approved by the FHWA. The appraiser(s) shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any appraisal that does not meet requirements will be further documented or reappraised, as the case may be, without additional compensation to the appraiser(s).
6. The appraiser(s) shall furnish the Board with a comparable sales docket consisting of sufficient current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property will be identified by photograph and will be located on county or township maps that will be a part of the comparable sales docket.
7. The appraiser(s) shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.
8. Where an entire property is to be acquired, the estimate of just compensation will be the fair market value of the property. Where only part of a property is to be acquired, the estimate of just compensation will be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and noncompensable items and the treatment of general and special benefits. For whole or partial acquisitions, the appraisal report will show what in the appraiser's judgment is a reasonable allocation of the "before value" to the various land, building, and other improvement components. For partial acquisitions, the appraisal report will further show a similar allocation of the "after value."
9. In estimating just compensation for the acquisition of real property, appraisal reports will to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

10. Documentation of estimates of value (either the before, the after, or the acquisition value) of damages and/or of special benefits will be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the appraiser(s) shall so state and explain why it is not feasible. In such instances, the appraiser(s) must then fully explain the reasoning for the after value estimate.
11. The appraiser's report will conform with statutory and judicial determinations regarding noncompensable items:
 - a. The purpose of the appraisal, which includes a statement of value to be estimated and the rights or interests being appraised.
 - b. Identification of the property and its ownership, including at least a 5-year delineation of title.
 - c. Statement of appropriate contingent and limiting conditions, if any.
 - d. An adequate description
 - e. Identified photographs of the subject property, including all principal aboveground improvements or unusual features affecting the value of the property to be acquired or damaged
 - f. An identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures that the appraiser considers to be a part of the real property to be acquired
 - g. The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the appraiser(s) shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.
 - h. The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The effective date of value estimate must be the last day of inspection.
 - i. The certification, signature, and date of signature of the appraiser(s)
 - j. Other descriptive material (maps, charts, plans, and photographs.
 - k. That the property owner was given the opportunity to accompany the appraiser(s) during the inspection of the property
12. Appraisal reports will be prepared in ink or typewritten and dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.
13. Each appraisal report will contain an appraiser's certification. A new certificate will be prepared where there is a change in the appraisal report that affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has

been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

14. The appraiser(s) agrees/agree to furnish one original and two copies of the appraisal report.
15. The appraiser(s) agrees/agree to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the Board on any of the parcels described herein.
16. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The appraiser(s) shall take all necessary steps to ensure neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the Board, until authorized in writing by the Board to reveal the communication to another designated party.

F. Buying

1. The Consultant shall perform the buying services covered by this Agreement. The buyer shall be a licensed real estate broker in the State of Indiana or an attorney licensed to practice law in the State of Indiana.
2. The buyer shall make every reasonable effort to acquire expeditiously parcels listed herein.
3. The buyer shall make a prompt offer to acquire each parcel for the full amount that has been established and approved as just compensation for the acquisition. The Uniform Property or Easement offer letter shall be given each parcel owner or sent by certified mail with return receipt requested.
4. Upon initiation of buying, the buyer shall provide owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount that has been established by the Board as just compensation for the proposed acquisition.
5. The buyer shall perform the services under this Agreement in compliance with the *Indiana Department of Transportation's Buyers Procedure Manual* in addition to the following regulations:
 - a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first-class mail or other means appropriate to the situation.
 - b. No later than the first contact where the offer is discussed, the buyer shall give the owner the brochure "How Land is Purchased for the Highways" describing the land acquisition process and the owner's right, privileges, and obligations.
 - c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the Consultant and approved by the Board.

- d. A revised offer and summary statement of just compensation shall be provided to the owner if:
 - i) The extent of the taking is revised; or
 - ii) The approved estimate of just compensation is revised by the review appraiser.
- e. The buyer shall maintain adequate records to include a report for each parcel containing but not limited to:
 - i) The date and place of contact
 - ii) Parties of interest contacted
 - iii) Offer made
 - iv) Counter-offer or reasons offer was not accepted
 - v) The report must be signed and dated by the buyer, and initiated by the person contacted.
- f. The property owner may be given a copy of the report on each contact.
- g. When attempts to buy are successful, a signed statement is to be prepared by the buyer to the effect that:
 - i) The written offer embodies all considerations agreed to by the property owner;
 - ii) The buyer understands the acquired property is for use in connection with a local project;
 - iii) The buyer has no direct or indirect, present, or contemplated future personal interest in the property as in any monetary benefit from the acquisition of the property; and
 - iv) The agreement was reached without coercion of any type.
- h. When attempts to buy are unsuccessful, the buyer shall record his/her recommendation for action and submit it to the Board.
 - i) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.
 - ii) Otherwise, a condemnation report shall be filled out and submitted.
- 6. All information contained in the appraisal will be treated as confidential. The buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the Board unless authorized in writing by the Board to reveal the information to another designated party.

G. Other Additional Services

1. If authorized in writing by the Board, the Consultant shall furnish or obtain additional services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the project. These items include, but are not limited to:
 - a. Lighting
 - b. Rule 5 permitting
 - c. Wetland delineation
 - d. Environmental 401/404 or Section 106 permitting
 - e. Landscaping
 - f. Right of way engineering and land acquisition for 7th Street Path
 - g. Utility coordination process according to the Indiana Administrative Code
 - h. Bidding Services

EXHIBIT B
Schedule of Compensation

A. The Consultant shall be compensated for basic services to be performed under this Agreement as shown below. The total obligation under this portion of the Agreement shall not exceed **\$46,250** unless approved in writing by the Board.

B. The Consultant shall be compensated for the following items on a lump-sum basis not to exceed **\$13,300**

- | | | |
|----|---|---------|
| 1. | Survey | \$5,000 |
| 2. | 17 th Street Sidewalk Design | \$8,300 |

C. The Consultant shall be compensated for right-of way engineering services on a unit-cost basis. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed **\$15,125** unless and until a supplemental agreement is executed. Five parcels are assumed.

- | | | |
|----|--|----------|
| 1. | Title Work (\$400 each) | \$2,000 |
| 2. | Updates (\$125 each) | \$625 |
| 3. | Plats and Legals (\$2,200 each) | \$11,000 |
| 4. | Staking (\$300 each) | \$1,500 |
| 5. | Abstracting and Engineering (\$3,025 each) | \$15,125 |

D. The Consultant will be paid for the services performed under this Agreement related to right-of-way land acquisition based on the specific cost per unit multiplied by the actual units of work. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed **\$17,825** unless and until a supplemental agreement is executed. Five parcels are assumed.

- | | | |
|----|--|---------|
| 1. | Appraising (\$1,250 each) | \$6,250 |
| 2. | Buying (2 @ \$1,350 each and 3 @ \$1,500 each) | \$7,200 |
| 3. | Recording (\$75 each) | \$375 |
| 4. | Right-of-way Management (\$800 each) | \$4,000 |

E. The Consultant shall not be paid for any service performed by the Board or not required to develop this project.

EXHIBIT C
Schedule

17th Street Sidewalk Extension

- A. Survey complete within 30 days of notice to proceed
- B. Design complete within 60 days after survey completion
- C. Land acquisition complete within 270 days after Board approval of preliminary layout on 17th Street Sidewalk Extension

EXHIBIT D
Principal Personnel

- A. Mike Maurovich, PE – Engineer
- B. Skip Tennancour – Land Acquisition Coordinator
- C. Shawn Patterson - Appraisals

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 _____ of American Structurepoint, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
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 State 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 _____)

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.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

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 _____ of American Structurepoint, Inc.
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 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 _____)

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.

My Commission Expires: _____

Notary Public

County of Residence: _____



Image capture: Aug 2014 © 2014 Google



Board of Public Works Staff Report

Project/Event: Fairview Street Sidewalk Project, Agreement for Consulting Services

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 12/16/2014

Report: City Planning and Transportation is seeking project designs from Bynum Fanyo and Associates Inc. for construction of sidewalk on the east side of Fairview Street between Wylie Street and Allen Street. In 2013, the Traffic Commission recommended a sidewalk be constructed to address neighborhood concerns. Subsequently, in 2014, this project received support from the Council Sidewalk Committee and storm infrastructure support from Community Development Block Grant (CDBG) funding through Housing and Neighborhood Development. In order for this project to proceed, consulting services for survey, design, right of way services, and bidding and construction support is necessary. The scope of engineering services is detailed in the respective Exhibit A contract for this project.

The consultant services agreement requires \$26,320.00 of funds. Funding is available through the City's Alternative Transportation budget line, which the City Council helps annually program for sidewalk projects through the Council Sidewalk Committee.

Recommendation and Supporting Justification: Supported by the Council Sidewalk Committee, CDBG, and the general transportation policies of the City, staff recommends that the Board approve this contract.

Recommend **Approval** **Denial** by:

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

7/2/14

**PROJECT NAME: Fairview Street Sidewalk Design, from Allen St. to Wylie St.
PT 14 03 454 D**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo & Associates Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks, parking "bump outs" and drainage improvements on the east side of Fairview Street from Allen Street to Wylie Street.

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of way documents for 7 parcels**, which shall be hereinafter referred to as "the Services", and;

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

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

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

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

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

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the 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 Transportation Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation 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 Roy Aten ("Aten"), Senior Project Manager in the Planning and Transportation Department, to serve as the Board's representative for the project. Aten shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Twenty-Six Thousand Three Hundred Twenty Dollars and Zero Cents (\$26,320.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Planning and Transportation Dept.
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Bynum Fanyo & Associates Inc.
528 N. Walnut Street
Bloomington, Indiana 47404

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

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

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

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

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

Consultant and any of its 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 Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission 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 Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission 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 Commission.

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.

CITY OF BLOOMINGTON

CONSULTANT

Board of Public Works

Bynum Fanyo & Associates, Inc.

By: _____
Charlotte Zietlow
President

Jeffrey S. Fanyo P.E. CFM

By: _____
Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12-1-14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12.1.14
FUND/ACCT: 454-02 54310

EXHIBIT A SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct a sidewalk, parking bump outs and drainage improvements along the east side of Fairview Street from Allen Street to the Wylie Street. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications. The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board".

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Engineering
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Prepare a topographical survey of the project including existing utilities.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Depict existing (apparent) right-of-way on the project plans.
- ◆ Monument right-of-way acquisitions upon project completion.

Site Reconnaissance

- ◆ Conduct site walkthrough of project area. Review the topographic survey information.
- ◆ Obtain a photographic record to assist in the design and to minimize short trips to the site.
- ◆ Inventory Signs and other miscellaneous features that will be impacted by the project.

City Coordination

- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

As a reference, provide GIS mapping of the project area. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- ◆ 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.
- ◆ Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ *Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.*
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- ◆ Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Information
 - Typical Pavement Details and Sections
 - Plan and Profile Sheets
 - Details for proposed sidewalk and drives
 - Cross Sections as needed at drives
 - Miscellaneous items and pavement quantities
- ◆ Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Right of Way Engineering

- ◆ Design right of way parcels
- ◆ Prepare legal descriptions and documentation for right of way acquisitions as necessary

Milestone Submittals

- ◆ Prepare draft plans in .pdf format for submittal to City;
- ◆ Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- ◆ Obtain review comments, revise drawings, and publish stamped plans and specifications;
- ◆ Complete bid document package.

Title and General Information Sheets

- ◆ Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- ◆ Prepare typical construction details to describe the sidewalk and grading features.

Maintenance of Traffic Coordination and Design

- ◆ Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets.

Cross Sections

- ◆ Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- ◆ Attend public meetings as required.

Owner Coordination Meetings

- ◆ Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- ◆ Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

BIDDING SUPPORT TASKS

- ◆ Prepare cost estimate for use in Bid evaluation;
- ◆ Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- ◆ Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- ◆ Establish phased budget to monitor project performance.
- ◆ Manage sub-consultants if required. 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

Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry

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

Right of Way Acquisition

Per guidance by the Board's representatives, it is understood that the Board will arrange for or perform right of way engineering or acquisition services including appraisal and buying activities and other right of way services not specifically mentioned in the Scope of Services.

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Hourly basis with an agreed Maximum Cost of **\$26,320.00**. In the event that additional services are needed, additional compensation will be determined using the following rates:

P.E. / Project Manager	\$ 150.00/hour
Senior Project Engineer	\$ 120.00/hour
Project Engineer	\$ 90.00/hour
CADD Technician	\$ 65.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete of the following primary tasks:

Survey	\$ 5,200.00
Road and Drainage Design	\$ 10,000.00
Right of Way Descriptions/Route Location Survey	\$ 9,900.00
Bidding and Construction Support	\$ 1,220.00

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 15, 2015	
Preliminary plans for review	March 6, 2015	
Preliminary (50% Design) Plans	March 13, 2015	
Field Check and Utility Coordination Meeting	March 20, 2015	
Preliminary Stakeholder Meetings Complete	March 27, 2015	
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	April 17, 2015	
Stakeholders / Public Meeting Complete	April 24, 2015	
Begin Right of Way Acquisition Activities		City of Bloomington
Final Plans (100% Design) – Ready for Bidding	May 8, 2015	
Bid Advertising/Bid Opening/Construction	July - August 2015	Scheduled by City

**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>
Civil Engineer/Project Manager	Jeff Fanyo, P.E. CFM
Senior Project Engineer	Rick Coppock

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING E-VERIFY

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

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

2. The company named herein that employs the undersigned:

- has contracted with or is 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).

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 MONROE)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

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

2. The company named herein that employs the undersigned:

- _____ has contracted with or is 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. 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

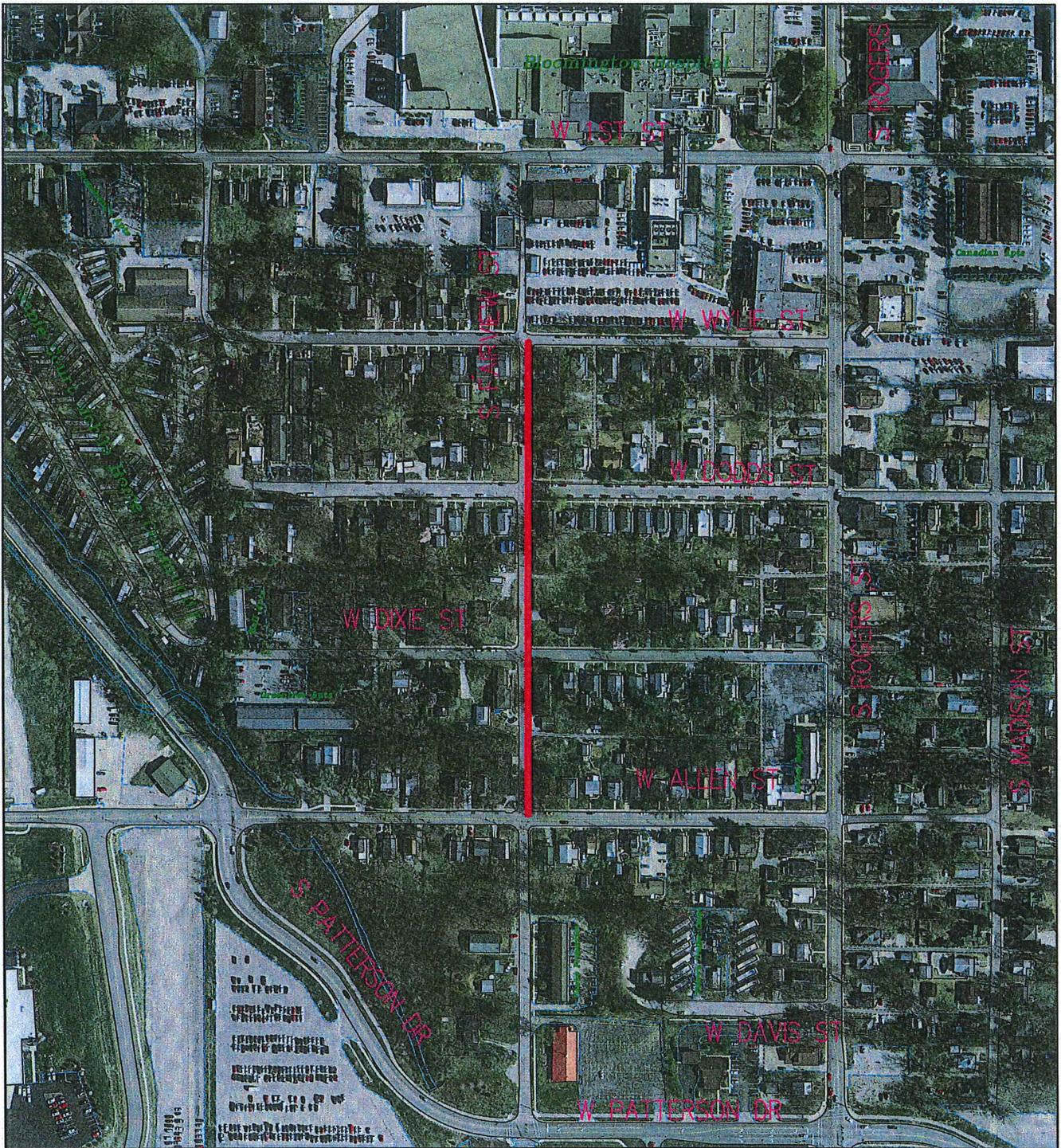
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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: _____



By: atenro
11 Dec 14



City of Bloomington
Planning & Transportation



Scale: 1" = 300'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Sheffield Drive Sidewalk Project, Agreement for Consulting Services

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 12/16/2014

Report: City Planning and Transportation is seeking project designs from Bynum Fanyo and Associates Inc. for construction of sidewalk on the west and northwest side of Sheffield Drive between Morningside Drive and Plymouth Road. Design for a new sidewalk connection, from Morningside Drive to Providence Court, as well as a compliance evaluation of an existing sidewalk from Providence Court to Plymouth Road will be conducted. In 2014, this project was approved by the Council Sidewalk Committee for construction. In order for staff to bid for construction in 2015, consulting services for survey, design, right of entry, and bidding and construction support is necessary. The scope of engineering services is detailed in the respective Exhibit A contract for this project.

The consultant services agreement requires \$8,010.00 of funds. Funding is available through the City's Alternative Transportation budget line, which the City Council helps annually program for sidewalk projects through the Council Sidewalk Committee. This agreement for the Sheffield Drive Sidewalk Project is being paid for by this fund.

Recommendation and Supporting Justification: Supported by the Council Sidewalk Committee and the general transportation policies of the City, staff recommends that the Board approve this contract.

Recommend Approval Denial by: _____

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

**PROJECT NAME: Sheffield Dr. Sidewalk Design, from Plymouth Rd. to Morningside Dr.
PT 14 04 454 D**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo & Associates Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks on the west side of Sheffield Drive from Plymouth Road to Morningside Drive.

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of entry documents**, which shall be hereinafter referred to as "the Services", and;

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

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

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

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

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

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the 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 Transportation Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation 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 Roy Aten, ("Aten"), Senior Project Manager in the Planning and Transportation Department, to serve as the Board's representative for the project. Aten shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Eight Thousand Ten Dollars and Zero Cents (\$8,010.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Planning and Transportation Dept.
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Bynum Fanyo & Associates Inc.
528 N. Walnut Street
Bloomington, Indiana 47404

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

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

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

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

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

Consultant and any of its 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 Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission 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 Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission 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 Commission.

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.

CITY OF BLOOMINGTON

CONSULTANT

Board of Public Works

Bynum Fanyo & Associates, Inc.

By: _____
Charlotte Zietlow
President

Jeffrey S. Fanyo P.E. CFM

By: _____
Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12-1-14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/12/14
FUND/ACCT: 454-02 54310

EXHIBIT A SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct a sidewalk along the west side of Sheffield Drive from Plymouth Road to the Morningside Drive. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications. The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board".

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Engineering
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Prepare a topographical survey of the project including existing utilities.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Depict existing (apparent) right-of-way on the project plans.
- ◆ Monument right-of-way acquisitions upon project completion.

Site Reconnaissance

- ◆ *Conduct site walkthrough of project area. Review the topographic survey information.*
- ◆ Obtain a photographic record to assist in the design and to minimize short trips to the site.
- ◆ Inventory Signs and other miscellaneous features that will be impacted by the project.

City Coordination

- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

As a reference, provide GIS mapping of the project area. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- ◆ 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.
- ◆ Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ *Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.*
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- ◆ Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Information
 - Typical Pavement Details and Sections
 - Details for proposed sidewalk and drives
 - Cross Sections as needed at drives
 - Miscellaneous items and pavement quantities
 - Pavement marking details
- ◆ Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Right of Way Engineering

- ◆ Design right of entry parcels
- ◆ Prepare legal descriptions and documentation for right of entry acquisitions as necessary

Milestone Submittals

- ◆ Prepare draft plans in .pdf format for submittal to City;
- ◆ Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- ◆ Obtain review comments, revise drawings, and publish stamped plans and specifications;
- ◆ Complete bid document package.

Title and General Information Sheets

- ◆ Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- ◆ Prepare typical construction details to describe the sidewalk and grading features.

Maintenance of Traffic Coordination and Design

- ◆ Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets.

Cross Sections

- ◆ Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- ◆ Attend public meetings as required.

Owner Coordination Meetings

- ◆ Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- ◆ Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

BIDDING SUPPORT TASKS

- ◆ Prepare cost estimate for use in Bid evaluation;
- ◆ Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- ◆ Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- ◆ Establish phased budget to monitor project performance.
- ◆ Manage sub-consultants if required. 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

Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry

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

Right of Way Acquisition

Per guidance by the Board's representatives, it is understood that right of way will not be required for this project and those services are not specifically mentioned in the Scope of Services.

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Hourly basis with an agreed Maximum Cost of **\$8,010.00**. In the event that additional services are needed, additional compensation will be determined using the following rates:

P.E. / Project Manager	\$150.00/hour
Senior Project Engineer	\$ 120.00/hour
Project Engineer	\$ 90.00/hour
CADD Technician	\$ 65.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete of the following primary tasks:

Survey	\$ 3,870.00
Road and Drainage Design	\$ 3,900.00
Bidding and Construction Support	\$ 240.00

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 15, 2015	
Preliminary plans for review	February 20, 2015	
Preliminary (50% Design) Plans	February 27, 2015	
Field Check and Utility Coordination Meeting	March 6, 2015	
Preliminary Stakeholder Meetings Complete	March 13, 2013	
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	March 27, 2015	
Stakeholders / Public Meeting Complete	April 10, 2015	
Final Plans (100% Design) – Ready for Bidding	April 24, 2015	
Bid Advertising/Bid Opening/Construction	May 26, 2015	Scheduled by City
Construction	June - July 2015	

**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>
Civil Engineer/Project Manager	Jeff Fanyo, P.E. CFM
Senior Project Engineer	Rick Coppock

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is 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).
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 MONROE)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

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

2. The company named herein that employs the undersigned:

- has contracted with or is 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. 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: _____



Board of Public Works Staff Report

Project/Event: Agreement for Consulting Services, 7th Street Path Connection

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 12/16/2014

Report: City Planning and Transportation is seeking project designs from American Structurepoint Inc. for construction of a new ADA compliant multi-purpose path that will link East 7th Street to the SR45/46 Bypass pedestrian underpass. In 2014, this project was approved by the Council Sidewalk Committee for construction. In order for staff to bid for construction in 2015, consulting services for survey, design, bidding documents and construction support is necessary.

The consultant services agreement will be funded through the Alternative Transportation Fund at a level not to exceed \$10,800.

Recommendation and Supporting Justification: The Project is supported and recommended by the Council Sidewalk Committee as well as the general transportation policies of the City, staff recommends that the Board award the agreement for consulting services for 7th Street Path Connection to American Structurepoint Inc.

Recommend Approval Denial by: _____

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

**PROJECT NAME: E. 7th Street Path Design
PT 14 06 454 D**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide a connection to the path on 7th Street.

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including coordination with various stakeholders including utilities, and the preparation of plans, specifications and cost estimates**, which shall be hereinafter referred to as "the Services", and;

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner and consistent with the schedule set forth in Article 6 and Exhibit C. 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: In providing services under this Agreement, Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice

to the Consultant, the Consultant will, without additional compensation, correct those services not meeting such a standard, if it was the fault of the Consultant.

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 Roy Aten, ("Aten") Senior Project Manager in the Planning and Transportation Department, to serve as the Board's representative for the project. Aten shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Ten Thousand, Eight Hundred Dollars (\$10,800.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant acknowledges that it has a continuing duty to inform the City of any conflict of interest that may arise during the term of 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 applicable federal, state and local statutes, ordinances, plans, and regulations, including 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 applicable public authority having 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
Planning and Transportation Dept.
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

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

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

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

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

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

Consultant and any of its 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 Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission 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 Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission 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 Commission.

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.

City of Bloomington

Consultant

Board of Public Works

American Structurepoint, Inc.

By: _____
Charlotte Zietlow
President

Cash E. Canfield
Vice President

By: _____
Mark Kruzan
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.3.14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/2/14
FUND/ACCT: 454-02 54310

EXHIBIT A
Scope of Services

A. 7th Street Path Design

1. The Consultant shall prepare final plans and opinion of probable construction cost for the 7th Street Path, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans are submitted: American Association of State Highway and Transportation Officials (AASHTO) "*Guide for the Development of Bicycle Facilities*", City of Bloomington Standards, and the United States Access Board *Proposed Guidelines for Pedestrian Facilities in the Public Right of Way* to the maximum extent possible.
 - a. The Consultant shall use the existing information provided by City of Bloomington including the field survey and preliminary layout.
 - b. The Consultant shall attend one pre-bid meeting for the 7th Street Path Project

B. Upon completion and final approval of the services by the City of Bloomington, the Consultant shall deliver to the City the following:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets prepared with the following process: Ink on approved ink medium for all sheets except cross sections for computing earthwork quantities. The cross sections will be on approved cross section paper, in ink.
2. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the City.

C. Other Additional Services

1. If authorized in writing by the Board, the Consultant shall furnish or obtain additional services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the project. These items include, but are not limited to:
 - a. Survey
 - b. Lighting
 - c. Rule 5 permitting
 - d. Wetland delineation
 - e. Environmental 401/404 or Section 106 permitting
 - f. Landscaping
 - g. Right-of-way engineering and land acquisition
 - h. Utility coordination process according to the Indiana Administrative Code
 - i. Bidding Services

EXHIBIT B
Schedule of Compensation

- A. The Consultant shall be compensated for basic services to be performed under this Agreement as shown below. The total obligation under this portion of the Agreement shall not exceed **\$10,800** unless approved in writing by the Board.

- B. The Consultant shall be compensated for the following items on a lump-sum basis not to exceed **\$10,800**.
 - 1. 7th Street Path Design \$10,800

- C. The Consultant shall not be paid for any service performed by the Board or not required to develop this project.

EXHIBIT C
Schedule

- A. Design complete within 60 days of notice to proceed

EXHIBIT D
Principal Personnel

A. Mike Maurovich, PE – Engineer

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 _____ of American Structurepoint, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
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 State 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 _____)

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.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



Image capture: Jul 2014 © 2014 Google



Board of Public Works Staff Report

Project/Event: Approval of Amendment #2 to the Agreement for Consulting Services for 3rd and Jordan

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 12/16/2014

Report: The original contract was awarded to Eagle Ridge Civil Engineering on 11/20/2012 for the design work associated with the upgrade of the signal at the intersection of East 3rd Street and South Jordan Avenue. The original contract was priced at \$16,300.00 and included design for sidewalk, curbs, curb ramps and storm sewer. Quotes were solicited in September of this year for construction services and opened during the 09/23/14 BPW meeting. All quotes were substantially above the Engineer's estimate and the Board motioned to reject all quotes. It is our intent to once again solicit quotes for construction in early 2015. This amendment to the contract with Eagle Ridge Civil Engineering will include updating the current set of plans and bid documents to reflect site changes due to the IU Jordan Avenue project and the installation of a new traffic signal at 3rd and Jordan. Also included in the scope will be the extension of the storm sewer to the west along the southern curb of East 3rd Street to Highland Avenue. The total additional cost of this amendment will be \$16,100.00.

Recommendation and Supporting Justification: This Project will support the wanted enhancements to the storm sewer, traffic signal and pedestrian facilities at the intersection of 3rd and Jordan. Staff recommends that the Board approves amendment #2 to the agreement for consulting services for 3rd and Jordan.

Recommend Approval Denial by: _____

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

PROJECT NAME: Intersection Improvements at 3rd Street and Jordan Avenue
PT 14 007 451 D

AMENDMENT #2 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment #2 is an Amendment to the Agreement dated November 20, 2012, 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"),

At the time the original Agreement for Consulting Services was entered, the City's engineering services were performed by staff in the City's Department of Public Works. Engineering services are now performed by staff in the City's Planning and Transportation Department. Therefore this Amendment #2 is entered into this _____ day of _____, 2014, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("City") and Eagle Ridge Civil Engineering Services, LLC ("Consultant");

WITNESSETH:

WHEREAS, the City has determined that it wishes to extend the limits of this project westward to include storm sewer and sidewalk improvements along the south side of 3rd Street between Jordan Avenue and Highland Avenue; and,

WHEREAS, in order to increase the scope of the project, the Consultant must perform additional survey, design, plan development, meetings, cost estimating, bidding and construction support services; and,

WHEREAS, 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 G, Amendment 2 – Fee Estimate. 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 Sixteen Thousand, One Hundred Dollars (\$16,100). The total compensation under the Agreement, as Amended, shall not exceed Thirty-Six Thousand, Six Hundred Fifty Dollars (\$36,650).

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

Charlotte Zietlow, President
Board of Public Works

Hon. Mark Kruzan, Mayor

Consultant
Eagle Ridge Civil Engineering Services, LLC

Brock Ridgway, P.E.
Managing Member



Reviewed by: *Mark Kruzan*
DATE: *12/1/14*
FUND/ACCT: *454-02 5430*
CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE CITY CLERK

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Jackie Moore*
DATE: *12.1.14*

AMENDMENT 2 - FEE ESTIMATE

EXHIBIT G

Design for Storm Sewer and Sidewalks to 3rd Street and Highland Avenue

	Senior Civil Engineer	CADD Technician	Subconsultant Fee	Project Expenses	Totals
TASK	\$110.00	\$60.00	at 5%	At Cost	
	Hours	Hours	Markup		
Existing Conditions Review / Plan Development					\$4,530
Topo Survey and Mapping (by BRG)	2		\$ 2,400.00		\$2,740
Survey Upload and Plan Sheet Development	2	8			\$700
Site Reconnaissance and Photography, Field Check of Survey	6			\$100	\$760
Utility Coordination	3				\$330
Design Development					\$7,650
Site/Sidewalk/Curb/Drive Layout	6	6			\$1,020
Storm Sewer Design incl. Profile (assumes sizing and slope by CBU, design is location/routing only)	8	12			\$1,600
Combining with Existing Plan set	2	2			\$340
Revision to SE corner design at Jordan	4	4			\$680
Coordination Meeting with City staff (assume 1)	5			\$60	\$610
Coordination with CBU	6			\$60	\$720
Coordination Meetings with Businesses	6			\$60	\$720
Field Check/Review Meeting	5			\$60	\$610
Prepare set of Technical Specifications	3				\$330
Revise and Submit Drawings at 50%, 95%, 100%	6	6			\$1,020
Design Support					\$3,260
Compile Itemized Proposal for Bidding	3				\$330
Prepare Construction Cost Estimate	3				\$330
Prepare Contract Documents/Assemble Project Manual	4				\$440
Attend Prebid Meeting	5			\$60	\$610
Attend Preconstruction Meeting	5			\$60	\$610
Construction Support by Designer	8			\$60	\$940
Project Management / Meetings / Coordination					\$660
Invoices and Progress Reports	2				\$220
Project Workplan/Management/Accounting Setup	4				\$440
Total Hours:	98	38	\$2,400		TOTAL
Fee by Classification:	\$10,780	\$2,280	\$2,520	\$520	\$16,100

EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC





Jacquelyn Moore <mooreja@bloomington.in.gov>

Fwd: Proposal for 3rd/Jordan Extension

1 message

Roy Aten <atenro@bloomington.in.gov>
To: Jacquelyn Moore <mooreja@bloomington.in.gov>

Thu, Nov 20, 2014 at 5:40 PM

Jackie,

Can we request that you review the attached addendum to our 3rd and Jordan contract. Tom has spoken with John and they are both aware that we will be placing this on the 12/16 BPW. I have 3 or 4 more contracts that we will be placing on that agenda and I will be requesting reviews next week. Let me know if you have any questions.

Thanks,
Roy Aten
City Of Bloomington
Planning and Transportation Department
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

----- Forwarded message -----
From: **Brock Ridgway** <bridgway@eagleridgecivil.com>
Date: Thu, Nov 20, 2014 at 12:37 PM
Subject: Proposal for 3rd/Jordan Extension
To: Roy Aten <atenro@bloomington.in.gov>

Roy –

As requested, and in your Amendment format.

Please let me know if any questions.

Thanks

Brock

Brock Ridgway, P.E.

Eagle Ridge Civil Engineering Services, LLC

(317) 370-9672

Find us at www.eagleridgecivil.com



Amendment #2 for 3rd & Jordan Intersection Design.pdf
38K

PROJECT NAME: Intersection Improvements at 3rd Street and Jordan Avenue

AMENDMENT #2 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment, entered into this ____ day of _____, 2014, is an Amendment to the Agreement dated **November 20, 2012**, 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, the City has determined that it wishes to extend the limits of this project westward to include storm sewer and sidewalk improvements along the south side of 3rd Street between Jordan Avenue and Highland Avenue; and,

WHEREAS, in order to increase the scope of the project, the Consultant must perform additional survey, design, plan development, meetings, cost estimating, bidding and construction support services; and,

WHEREAS, 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 G, Amendment 2 – Fee Estimate. 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 Sixteen Thousand, One Hundred Dollars (\$16,100). The total compensation under the Agreement, as Amended, shall not exceed Thirty Six Thousand, Six Hundred Fifty Dollars (\$36,650).

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

Eagle Ridge Civil Engineering Services, LLC

By:

Charlotte Zietlow, President
Board of Public Works



Brock Ridgway, P.E.
Managing Member

Hon. Mark Kruzan, Mayor

AMENDMENT 2 - FEE ESTIMATE

EXHIBIT G

Design for Storm Sewer and Sidewalks to 3rd Street and Highland Avenue

TASK	Senior Civil Engineer \$110.00 Hours	CADD Technician \$60.00 Hours	Subconsultant Fee at 5% Markup	Project Expenses At Cost	Totals
Existing Conditions Review / Plan Development					\$4,530
Topo Survey and Mapping (by BRG)	2		\$ 2,400.00		\$2,740
Survey Upload and Plan Sheet Development	2	8			\$700
Site Reconnaissance and Photography, Field Check of Survey	6			\$100	\$760
Utility Coordination	3				\$330
Design Development					\$7,650
Site/Sidewalk/Curb/Drive Layout	6	6			\$1,020
Storm Sewer Design incl. Profile (assumes sizing and slope by CBU, design is location/routing only)	8	12			\$1,600
Combining with Existing Plan set	2	2			\$340
Revision to SE corner design at Jordan	4	4			\$680
Coordination Meeting with City staff (assume 1)	5			\$60	\$610
Coordination with CBU	6			\$60	\$720
Coordination Meetings with Businesses	6			\$60	\$720
Field Check/Review Meeting	5			\$60	\$610
Prepare set of Technical Specifications	3				\$330
Revise and Submit Drawings at 50%, 95%, 100%	6	6			\$1,020
Design Support					\$3,260
Compile Itemized Proposal for Bidding	3				\$330
Prepare Construction Cost Estimate	3				\$330
Prepare Contract Documents/Assemble Project Manual	4				\$440
Attend Prebid Meeting	5			\$60	\$610
Attend Preconstruction Meeting	5			\$60	\$610
Construction Support by Designer	8			\$60	\$940
Project Management / Meetings / Coordination					\$660
Invoices and Progress Reports	2				\$220
Project Workplan/Management/Accounting Setup	4				\$440
Total Hours:	98	38	\$2,400		TOTAL
Fee by Classification:	\$10,780	\$2,280	\$2,520	\$520	\$16,100

EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC





Board of Public Works Staff Report

Project/Event: 3rd & Jordan - Design Contract Addendum #1
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 04/22/2014

Report:

Street Department is replacing traffic signals at the intersection of 3rd Street & Jordan Avenue. This work will coincide with Indiana University's Jordan Avenue improvements and includes curb ramp and sidewalk improvements at the intersection to bring the intersection up to current ADA specifications.

The original design contract, executed in November 2012, was based on conceptual layouts performed by Eagle Ridge Civil Engineering Services for the 3rd & Atwater Corridor Study. Over the course of the design, the engineer modified the layout several times, first to meet the original concept, and finally to reduce ROW impacts. As a result, more design work is necessary to complete the construction plans. Staff is requesting Board approval for an additional \$4250 to complete the plans.

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

Recommend Approval Denial by



PROJECT NAME: Intersection Improvements at 3rd Street and Jordan Avenue

AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment, entered into this ____ day of _____, 2014, is an Amendment to the Agreement dated November 20, 2012, 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 preparing the design for these intersection improvements, it has been necessary to reduce the scope of work originally intended due to cost considerations, especially those for potential right of way costs, and,

WHEREAS, this has resulted in the Consultant needing to attend additional meetings and to prepare a revised drawing set; and,

WHEREAS, 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, 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 Four Thousand, Two Hundred Fifty Dollars (\$4,250). The total compensation under the Agreement, as Amended, shall not exceed Twenty Thousand Five Hundred Fifty Dollars (\$20,550).

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

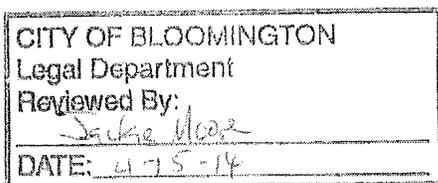
Owner
City of Bloomington Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Charlotte Zietlow, President
Board of Public Works

Brock Ridgway, P.E.
Managing Member

Hon. Mark Kruzan, Mayor

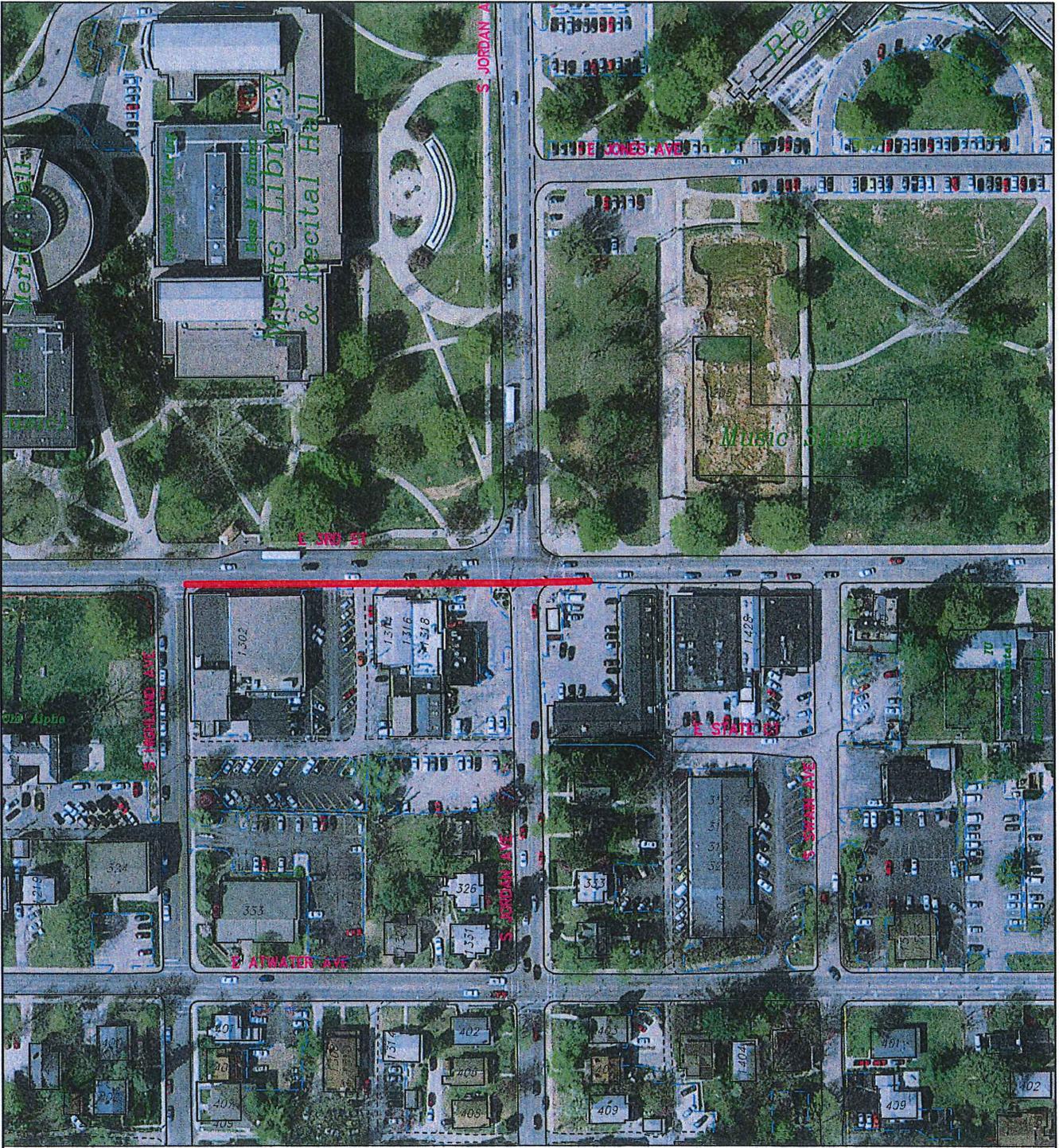


Completion of 3rd/Jordan as a Publicly Bid Project

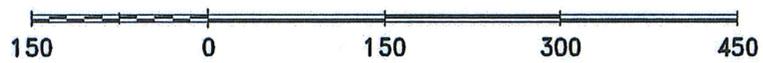
	Senior Civil Engineer	CADD Technician	Subconsultant Fee	Project Expenses	Totals
TASK	\$110.00 Hours	\$50.00 Hours	at 5% Markup	At Cost	
Design Development					
Meetings, Redesign and Preparation of 1 Legal Description	18	3.5	300	\$65	\$2,535
Prepare set of Technical Specifications	2				\$220
Finalize and Submit Drawings at 100%	1	1			\$160
Compile Itemized Proposal for Bidding	2				\$220
Attend Prebid Meeting	4			\$65	\$505
Attend Preconstruction Meeting	Assume not needed				\$0
Construction Support by Designer	4			\$60	\$500
Invoices and Progress Reports	1				\$110
	Total Hours: 32.0	4.5	\$300		TOTAL
	Fee by Classification: \$3,520	\$225	\$315	\$190	\$4,250

EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC





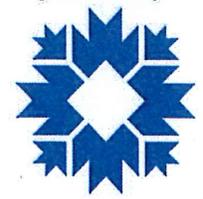
By: ateno
11 Dec 14



For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation

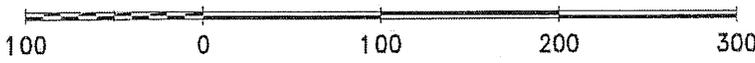


Scale: 1" = 150'



3rd & Jordan
 Traffic Signal Modernization

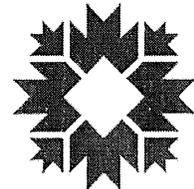
By: reida
 10 Apr 14



For reference only; map information NOT warranted.



City of Bloomington
 Engineering



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: 3rd & Jordan Intersection Improvements
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 11/20/2012

Report:

The Street Department will be replacing the traffic signal at 3rd & Jordan in 2013. As a result, improvements to curb ramps are required to meet current ADA specifications. In similar fashion to signal upgrades conducted in-house by Public Works over the last several years, we are requesting the Board's approval of a design services contract to design these improvements. The contract with Eagle Ridge Civil Engineering Services is in the amount of \$16,300.

Recommendation and Supporting Justification: Staff recommends approval of design services contract.

Recommend Approval Denial by

A handwritten signature in black ink, appearing to read "Adrian Reid", written over a horizontal line.



Board of Public Works Staff Report

Project/Event: Rockport Road Phase 2, Change Order #2
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Jeff Heerdink
Date: 12/11/2014

Report: This is the second change order for the Rockport Road Phase 2 Project. The Contractor, Dave O'Mara Contractor, Inc., has requested an adjustment in contract price for the following eight items due to a delay with CDBG funds and an archaeological dig, making them have to demobilize and remobilize in the spring for the project. Cost for barrow, cost for waste, cost for B&B contracting, cost for AAA striping, cost for Decorative Paving, cost for HMA Labor and Trucking, cost for winter transition to new pavement, cost for Concrete, Labor and Trucking change in contract price for this change order is \$59,442.89.

The original contract price for this project was \$982,750.00. Change order #1 was for \$7,066.65 making the new contract price \$989,816.65 This change order will increase the contract price to \$1,049,259.54

Recommendation and Supporting Justification: Staff recommends that the Board approve this change order.

Recommend Approval Denial by _____

CHANGE ORDER



Project Name:
CountrySide Lane to Graham Drive
Contractor:
Dave O'Mara Contractor's, Inc.
2520 W. Industrial Park Drive
Bloomington, Indiana 47402

Change Order Number: 2
Date of Change Order: Thursday, December 11, 2014
Engineer's Project #: PW 2014-200
NTP Date: Tuesday, September 02, 2014
Allowable Calendar Days: 180 (includes holiday's)
Previous Completion Date: Sunday, March 01, 2015

Requested By:
Owner
Engineer
Contractor
Field
Other

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional cost for borrow	1044	\$16.05 / CY	16,756.20
2	Additional cost for waste	1	\$14,960.52 / LP	14,960.52
3	Additional cost for B&B contracting	1	\$2,728.50 / LP	2,728.50
4	Additional cost for AAA striping	1	\$1,856.45 / LP	1,856.45
5	Additional cost for HMA, Labor and Trucking	1	\$7,002.60 / LP	7,002.60
6	Additional cost for Concrete, Labor and Trucking	1	\$10,309.70 / LP	10,309.70
7	Additional cost for Decorative Paving	1	\$1,494.00 / LP	1,494.00
8	Winter transition of road to new pavement	1	\$4,334.92 / LP	4,334.92
9		0	\$0.00 /	0.00

The original Contract Sum:	<u>\$982,750.00</u>
The net change by previously authorized Change Orders:	<u>\$7,066.65</u>
The Contract Sum prior to this Change Order was:	<u>\$989,816.65</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$59,442.89</u>

The new Contract Sum including this Change Order will be:	<u>\$1,049,259.54</u>
The Contract Time will be changed by:	<u>0 Calendar Day(s)</u>

The date of Substantial Completion as of the date of this Change Order therefore is: Sunday, March 01, 2015

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation <hr/> ENGINEER 401 North Morton Street <hr/> ADDRESS ROY ATEN <hr/> TYPED / PRINTED NAME <hr/> SIGNATURE	Dave O'Mara Contractor's, Inc. <hr/> CONTRACTOR 2520 W. Industrial Park Drive <hr/> Bloomington, Indiana 47402 <hr/> ADDRESS <hr/> TYPED / PRINTED NAME <hr/> SIGNATURE	Board of Public Works <hr/> OWNER 401 North Morton Street <hr/> ADDRESS Charlotte Zielow <hr/> TYPED / PRINTED NAME <hr/> SIGNATURE
--	---	---



Board of Public Works Staff Report

Project/Event: Carpet Service Contract

Petitioner/Representative: Facilities, Public Works

Staff Representative: Barry Collins

Meeting Date: December 16, 2014

Moriarty Floor Covering has returned a quote of \$5,011.14 to re-carpet Suite 120 in City Hall. Moriarty was recently awarded a competitively bid contract re-carpeting for Suite 150. They were also awarded a bid for carpeting at the Bloomington Police Department.

Since Moriarty has consistently been the low bid on this particular carpet and we have had positive experience with their service, and the price for the carpet in Suite 120 is the same per square foot, as it was for Suite 150 and the Police Department, we are comfortable recommending the Board award the contract for re-carpeting Suite 120 in an amount not to exceed \$5,011.14.

Staff is supportive of the request.

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

PROJECT NAME: Purchase and Installation of Carpeting in Suite 120, Department of Public Works, in City Hall

AGREEMENT FOR INSTALLATION OF CARPETING

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Moriarty Floor Covering, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform tasks including providing and installing carpeting in Suite 120 in City Hall, serving the City's Department of Public Works**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Purchase and Installation of Carpeting

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. 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 City 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's Operation and Facility Director shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Operation and Facility Director shall not unreasonably withhold his 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 Barry Collins, Operation and Facility Director ("Collins") to serve as the Board's representative for the project. Collins shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Five Thousand Eleven Dollars and Fourteen Cents (\$5,011.14).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

Article 8. 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 9. 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 subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. 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 11. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Moriarty Floor Covering, Inc.
Attn: Mitch Moriarty
5106 S. Commercial St.
Bloomington, IN 47403

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

Article 20. 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 21. 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 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, 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 subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the Board terminates the contract, the Consultant or subconsultant is liable to the Board for actual damages.

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

Article 24. 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 hereto as Exhibit E and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

Moriarty Floor Covering, Inc.

By:

Charlotte Zietlow
President

Mitch Moriarty
President

By:

Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.10.14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/12/14
FUND/ACCT: 101-02 54310

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the purchase and installation of carpeting in Suite 120 at City Hall serving the City's Department of Public Works.



Mitch Moriarty

FLOOR COVERING INC.

SALES & INSTALLATION

Fax 812-824-5557
 5106 S. Commercial St.
 Bloomington, IN 47403
 www.moriartyfloorcovering.com

812-824-5555

Mitch Moriarty
 Jayne Ann Moriarty

Estimate

Date	Estimate #
11/24/2014	2064

Name / Address
City of Bloomington Public Works Department 401 N. Madison Suite 130 Bloomington, In. 47402

Ship To
Parking Enforcement Customer Service

Description	Qty	Cost	Total
16ctn. Entropy, color 7215 Spontaneous carpet tile	95.68	36.09	3,453.09
1-4gal. TriSeal	1	123.00	123.00
1 Dependable XL	1	35.00	35.00
1 roll TacTiles	1	97.50	97.50
1pc. carpet reducer	1	16.50	16.50
Freight	1	175.00	175.00
Remove existing glue down carpet, scrape away adhesive, prep and prime concrete, install new carpet tile	1	1,111.05	1,111.05
*No furniture moving included			
*Existing cove base to remain			

Thank you for your business.	Subtotal	\$5,011.14
	Sales Tax (7.0%)	\$0.00
	Total	\$5,011.14

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Five Thousand Eleven Dollars and Fourteen Cents (\$5,011.14).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within one (1) week following Consultant's receipt of Notice to Proceed.



Board of Public Works Staff Report

Project/Event: Replacement of HVAC in portion of the Animal Shelter

Petitioner/Representative: Public Works, Facilities

Staff Representative: Barry Collins

Meeting Date: December 16, 2014

The HVAC system in a portion of the Animal Shelter is in need of upgrading. HFI Mechanical Contractors have installed and maintained all the existing HVAC units at the Shelter. HFI has extensive knowledge in the installation, maintenance and controls of the required system and how this new system must be integrated into the existing system.

Staff recommends the Board award the replacement of the HVAC system to HFI in and amount not to exceed \$28,045

Staff is supportive of the request.

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

PROJECT NAME: Replacement of HVAC in a Portion of the City's Animal Care and Control Facility

AGREEMENT FOR REPLACEMENT OF HVAC IN A PORTION OF THE ANIMAL CARE AND CONTROL FACILITY

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and HFI Mechanical Contractors (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to the **perform tasks including the replacement of the HVAC system in a portion of the City's Animal Care and Control Facility**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Replace a Portion of the HVAC System

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. 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 City 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's Operation and Facility Director shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Operation and Facility Director shall not unreasonably withhold his 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 Barry Collins, Operation and Facility Director ("Collins") to serve as the Board's representative for the project. Collins shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Twenty-Eight Thousand Forty-Five Dollars and Zero Cents (\$28,045.00).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

Article 8. 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 9. 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 subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. 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 11. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Consultant:

HFI Mechanical Contractors
Attn: Aaron Wagoner
2010 Vernal Pike, P.O. Box 1998
Bloomington, IN 47402

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

Article 20. 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 21. 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 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, 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 subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the Board terminates the contract, the Consultant or subconsultant is liable to the Board for actual damages.

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

Article 24. 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 hereto as Exhibit E and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

HFI Mechanical Contractors

By: _____

Charlotte Zietlow
President

Aaron Wagoner
Project Manager

By: _____

Mark Kruzan,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>12.10.14</u>

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12.12.14
FUND/ACCT: 101-02 54310

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the replacement of the HVAC in a portion of the Animal Care and Control Facility.

Scope Of Work

1. Remove all existing supply and return duct work from the existing cat area's.
2. Remove and clean all existing diffuser's and vents.
3. Cap off or reroute existing supply and return duct work to improve circulation throughout the existing dog area's.
4. Install a new 95% -60,000 BTU, minimum 20 SEER 2 ton, gas furnace in the attic space in the existing mechanical room, over drip pan that extends under to entire unit. This unit shall match or be compatible with existing units.
5. Install an evaporator coil compatible with the gas furnace to provide adequate air cooling.
6. Install new insulated supply and return duct work to service only the cat area's.
7. Install UV light system inside the main trunk line to eliminate/prevent bacterial build-up or its growth.
8. Install new insulated refrigerant lines, properly sized from the outside unit to the evaporator coil.
9. Install Honeywell digital programmable thermostat.
10. The control system shall be connected and be accessible via web based internet connections and based with-in the Facility Director's office. The system shall be capable of controlling up to seven (7) split systems.
11. This system, as a minimum, shall be able to control, set points, scheduling, current status, discharge temperatures, identify faults and provide alarms in the event of any system failure..
12. Contractor shall reinsulate to an R-50 (the existing rating) over the attic space in which existing insulation is disturbed.
13. Contractor shall provide a quote for electrical upgrades.
14. Contractor shall provide an allowance for any roof repairs including, shingles, piping and sealing all penetrations.
15. Contractor shall provide all labor and materials as listed with no exceptions unless prior approval has been granted by the owner.
16. Contractor shall remove construction debris and broom clean the area's of work on a daily basis and at the end of the project, all debris shall be properly disposed of in a code legal dump or manner.
17. Contractor shall coordinate all work with the Animal Care and Control staff and the operations and Facilities Director prior to any work being completed.
18. All equipment shall have a minimum 5 year compressor and equipment warranty as well as 1 year labor warranty.
19. All Honeywell controls shall also have a 1 year warranty and paid service contract.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Twenty-Eight Thousand Forty-Five Dollars and Zero Cents (\$28,045.00).



MECHANICAL CONTRACTORS

2010 VERNAL PIKE □ P.O. BOX 1998

Bloomington, IN 47402-1998

Phone (812) 339-2579 □ FAX (812) 331-7235 □ E-Mail: hfi@harrell-fish.com

December 3, 2014

Mr. Barry Collins
City of Bloomington Public Works
401 North Morton Street
Bloomington, IN 47402

RE: Dedicated Cat Room System

Dear Barry:

Harrell-Fish, Inc. will provide all necessary labor and material to complete the following scope of work for the proposed prices listed below.

Aforementioned Scope	\$18,245.00
Attic Insulation Allowance	\$ 400.00
Electrical Allowance	\$ 2,000.00
Existing Duct Changes Allowance (rerouting or capping)	\$ 2,000.00
Roofing Repair Allowance	\$ 400.00
Controls Allowance	\$ 5,000.00
Total Investment	\$28,045.00

Inclusions:

1. American Standard 95% efficient gas furnace (60,000 BTUH)
2. American Standard 20 SEER air conditioner (2 ton)
3. American Standard evaporator coil
4. Honeywell digital programmable thermostat
5. UV light for system
6. Refrigerant lines
7. Equipment pad
8. Insulated Metal supply and return ducts trunks
9. Insulated flexible supply and return ducts
10. Electrical whip and disconnect at outdoor unit
11. Auxiliary drain pan with wet switch for safety shut off
12. Unit will rest on metal rack above one of the existing systems
13. All ceiling diffusers will have integral dampers
14. Temperature controls system will adhere to the following:
 - Accessible via web based front end. Internet connection provided by City of Bloomington.
 - Capability of controlling seven (7) split systems



MECHANICAL CONTRACTOR □ 24 HOUR SERVICE □ DESIGN/BUILD
STATE PLUMBING COMMISSION No. CP89100025
AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER



- Display must allow access to set points, scheduling, current thermostat status and discharge air temperature of each system.
15. Electrical work to power aforementioned material
 16. Labor
 17. System start up

Warranties:

1. American Standard equipment
 - a. 5 year compressor
 - b. 5 year equipment
 - c. 1 year labor

Exclusions:

1. Work outside of aforementioned scope.
2. Sales Tax.
3. Overtime/Shift Work.

Please note that this proposal is valid for 30 days. If accepted after 30 days, this proposal may require revision. Thank you for the opportunity to work with you on this project. Please let me know if you have any questions.

Sincerely,

Harrell-Fish, Inc.

Aaron Wagoner

Aaron Wagoner
Account Manager

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within three (3) weeks following Consultant's receipt of Notice to Proceed.



Board of Public Works Staff Report

Project/Event: ID Card Entry Access

Petitioner/Representative: Public Works, Facilities

Staff Representative: Barry Collins

Meeting Date: December 16, 2014

To improve security to the HR Dept. we are requesting the approval of a contract with Netch to install an ID card reader on the main entry into the HR Department. Netch is the company that provides all of the card readers and backend software for our security system.

Staff recommends the Board award the contract to Netch to install an ID card reader entry system into the HR Department in an amount not to exceed \$2,684.76.

Staff is supportive of the request.

Recommend Approval Denial by

PROJECT NAME: Installation of a Card Reader at the Main Entry into the City's Human Resources Department

AGREEMENT FOR INSTALLATION OF CARD READER AT ENTRANCE TO HUMAN RESOURCES DEPARTMENT

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Netch Corporation (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to the **perform tasks including the installation of a card reader at the entrance to the Human Resources Department**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Install a Card Reader for the Human Resources Department

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. 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 City 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's Operation and Facility Director shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Operation and Facility Director shall not unreasonably withhold his 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 Barry Collins, Operation and Facility Director ("Collins") to serve as the Board's representative for the project. Collins shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Two Thousand Six Hundred Eighty-Four Dollars and Seventy-Six Cents (\$2,684.76).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

Article 8. 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 9. 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 subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. 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 11. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Netech Corporation
Attn: Don Goldenetz
dgoldenetz@netechcorp.com

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

Article 20. 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 21. 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 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, 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 subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the Board terminates the contract, the Consultant or subconsultant is liable to the Board for actual damages.

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

Article 24. 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 hereto as Exhibit E and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

Netech Corporation

By: _____

Charlotte Zietlow
President

Don Goldenetz
Account Executive

By: _____

Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Sadene Nooie
DATE: 12.10.14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/12/14
FUND/ACCT: 101-02 54510

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the installation of a card reader at the entrance to the Human Resources Department.



netech

YOUR NETWORK, ANYWHERE

City of Bloomington HR Card Access Door

DG000556 Version 1
11/11/2014

Submitted by:

Don Goldenetz, Account Executive
317-660-3028 (office)
dgoldenetz@netechcorp.com

Sandra Terrell, Inside Sales Representative
616.871.1567 (office)
sterrell@netechcorp.com

Qty	Part Number	Description
Hardware		
1	MT15	Proximity Reader
1	LNL-1320	Dual Reader Interface Module (Series 2 -Supports OSDP Readers) - 12/24 VDC; 2 Reader interface; W/M; 8 inputs; 6 (5A) form C relays ; RoHS; CE; C-Tick and UL294 certified
1	1006-KM-630	Electric Strike
0.4	4461030-S	Access Control Cable
1	1078	Door Contact
1	DS160	Request to Exit
NOTES: City of Bloomington to pull the wire from the panel to the door.		

Hardware Subtotal: \$1,434.76

Services		
1	SERV-Fixed PhySec	Physical Security Services Physical Security Services

Services Subtotal: \$1,250.00

HR Card Access Door

Prepared by:

Netech
Don Goldenetz
317-660-3028
Fax 317-581-1919
dgoldenetz@netechcorp.com

Inside Sales Rep

Sandra Terrell
616.871.1567
sterrell@netechcorp.com

Prepared for:

City of Bloomington
401 N. Morton St.
Bloomington, 47404
Barry Collins
collinsb@bloomington.in.gov
8123493856

Information:

Ref ID: DG000556
Version: 1
Delivery Date: 11/11/2014
Expiration Date: 10/20/2014

Summary

Description	Amount
Hardware	\$1,434.76
Services	\$1,250.00
Total:	\$2,684.76

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Two Thousand Six Hundred Eighty-Four Dollars and Seventy-Six (\$2,684.76).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within one (1) week following Consultant's receipt of Notice to Proceed.



Board of Public Works Staff Report

Project/Event: Replace Veeder Root System for Fuel Sites

Petitioner/Representative: Public Works, Fleet Maintenance

Staff Representative: Mike Young

Meeting Date: December 16, 2014

The Veeder Root System has a probe that is located inside each of the under ground storage tanks at our two fueling sites. The system runs diagnostics on the tanks for leaks, and communicates with the Fuel Master supply management system we purchased last year.

The Veeder Root needs to be upgraded to more effectively work with the new Fuel Master. Additionally, this new Veeder Root will allow testing of the tanks without shutting the operations down.

Fleet solicited quotes from Allied Ott,, who did not return a quote, Midwest Maintenance and Construction who bid \$8,832 and PEI Management & Contracting for \$8,587.50. Fleet has worked with PEI in the past and found them to be reliable and provide quality work.

Staff recommends the Board award the contract to install the Veeder Root to PEI in an amount not to exceed \$8,587.50.

Staff is supportive of the request.

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

PROJECT NAME: Veeder Root Replacement System for Fuel Sites

AGREEMENT FOR REPLACEMENT OF VEEDER ROOT SYSTEM FOR FUEL SITES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and PEI Maintenance & Contracting (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to the **perform tasks including the replacement of the Veeder Root system for fuel sites**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Replace the current Veeder Root System for the fuel sites

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. 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 City 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's Operation and Facility Director shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Operation and Facility Director shall not unreasonably withhold his 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 Mike Young, Fleet Manager ("Young") to serve as the Board's representative for the project. Young shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Eight Thousand Five Hundred Eighty-Seven Dollars and Fifty Cents (\$8,587.50).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

2. Billing Records:

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

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

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

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

Article 8. 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 9. 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 subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. 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 11. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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
Attn: Mike Young
401 N. Morton Street
Bloomington, IN 47404

Consultant:

PEI Maintenance & Contracting
Attn: Rod Armes
7630 N. Fox Hollow Road
Bloomington, IN 47408

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

Article 20. 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 21. 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 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, 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 subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the Board terminates the contract, the Consultant or subconsultant is liable to the Board for actual damages.

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

Article 24. 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 hereto as Exhibit E and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

PEI Maintenance & Contracting

By:

Charlotte Zietlow
President

Rod Armes
Fuel System Specialist

By:

Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.10.14

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/12/14
FUND/ACCT: 802-17 53650

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the replacement of the current Veeder Root systems for fuel sites.

PEI Maintenance & Contracting

7630 N. Fox Hollow Road, Bloomington, IN 47408 Phone: 812-331-2318 E-Mail: rodarmes@gmail.com

Commitment, Strength, & Integrity

Price Quote

October 23, 2014

To: City of Bloomington
Attn: Mike Young

Site: Adams St.

Bloomington, IN 47404

Email: youngm@bloomington.in.gov

From: Rod Armes
E-Mail: rodarmes@pei-mc.com

Subject: Veeder Root TLS-350 Console

Mr. Young,

Please see below the price quote for the project we talked about on the phone this morning.

SOW: PEI will replace the existing Veeder Root TLS-300 at the above listed location with a Veeder Root TLS-350 with printer, 8-probe input card, CSLD Software for 24-7 tank testing, and a communications card, includes all equipment and labor for this project.

Price: \$ 8587.50 All Equipment, Labor, and Materials

NOTES:

1. Price does not include any State or local permits, if required.
2. Price does not include any freight or sales tax, if applicable.
3. Price quote is good for thirty (30) days, unless otherwise noted.
4. Pricing does not include problems that might be encountered during demolition/construction, such as contaminated soils to be removed, water, rock, etc.

Should you have any other questions, please feel free to contact me.

I do appreciate your business!

Thank You!

Rod Armes
Fuel System Specialist

Fuel System Specialist

Gas Stations, C-Stores, Garages, Service Centers, Commercial & Fleet Fueling Systems, Airports, Marinas, Bulk Plants, Bulk Propane Storage
Complete Consulting, Design, Contracting, Maintenance Services, and Equipment Sales

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Eight Thousand Five Hundred Eighty-Seven Dollars and Fifty Cents (\$8,587.50).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within one (1) week following Consultant's receipt of Notice to Proceed.



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
805 Bentley , Ashli L	12/12/2014	1,052.00		.00	79.80	62.72	14.67	33.09	10.66	40.17	810.89
			.00	.00	1,011.83	1,011.83	1,011.83	1,011.83	1,011.83		
		\$1,052.00		\$0.00	\$79.80	\$62.72	\$14.67	\$33.09	\$10.66	\$40.17	\$810.89
			\$0.00	\$0.00	\$1,011.83	\$1,011.83	\$1,011.83	\$1,011.83	\$1,011.83		
10000 Carpenter, Danyale 0097	12/12/2014	969.60		.00	42.68	46.26	10.81	24.06	7.75	313.39	524.65
			.00	.00	746.06	746.06	746.06	746.06	746.06		
		\$969.60		\$0.00	\$42.68	\$46.26	\$10.81	\$24.06	\$7.75	\$313.39	\$524.65
			\$0.00	\$0.00	\$746.06	\$746.06	\$746.06	\$746.06	\$746.06		
10000 Edwards, Dianne 1791	12/12/2014	1,488.00		.00	174.42	84.43	19.75	43.69	14.91	208.56	942.24
			.00	.00	1,361.84	1,361.84	1,361.84	1,361.84	1,361.84		
		\$1,488.00		\$0.00	\$174.42	\$84.43	\$19.75	\$43.69	\$14.91	\$208.56	\$942.24
			\$0.00	\$0.00	\$1,361.84	\$1,361.84	\$1,361.84	\$1,361.84	\$1,361.84		
219 Ennis, Mary C	12/12/2014	1,014.29		.00	69.93	62.89	14.71	33.18	10.69	.00	822.89
			.00	.00	1,014.29	1,014.29	1,014.29	1,014.29	1,014.29		
		\$1,014.29		\$0.00	\$69.93	\$62.89	\$14.71	\$33.18	\$10.69	\$0.00	\$822.89
			\$0.00	\$0.00	\$1,014.29	\$1,014.29	\$1,014.29	\$1,014.29	\$1,014.29		
10000 Eppley, Julia K 2224	12/12/2014	1,488.02		.00	133.72	76.32	17.86	40.54	13.06	289.75	916.77
			.00	.00	1,230.92	1,230.92	1,230.92	1,230.92	1,230.92		
		\$1,488.02		\$0.00	\$133.72	\$76.32	\$17.86	\$40.54	\$13.06	\$289.75	\$916.77
			\$0.00	\$0.00	\$1,230.92	\$1,230.92	\$1,230.92	\$1,230.92	\$1,230.92		
10000 Eubank, Nadine F 2333	12/12/2014	1,646.64		.00	225.16	99.92	23.38	53.49	17.65	66.39	1,160.65
			.00	.00	1,611.61	1,611.61	1,611.61	1,611.61	1,611.61		
		\$1,646.64		\$0.00	\$225.16	\$99.92	\$23.38	\$53.49	\$17.65	\$66.39	\$1,160.65
			\$0.00	\$0.00	\$1,611.61	\$1,611.61	\$1,611.61	\$1,611.61	\$1,611.61		
10000 Farmer, Carly M 0184	12/12/2014	1,520.70		.00	112.64	80.54	18.85	44.17	13.80	303.83	946.87
			.00	.00	1,299.01	1,299.01	1,299.01	1,299.01	1,299.01		
		\$1,520.70		\$0.00	\$112.64	\$80.54	\$18.85	\$44.17	\$13.80	\$303.83	\$946.87
			\$0.00	\$0.00	\$1,299.01	\$1,299.01	\$1,299.01	\$1,299.01	\$1,299.01		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
64 Gibson, Jennifer	12/12/2014	1,432.08		.00	163.32	79.85	18.67	43.79	14.10	152.34	960.01
			.00	.00	1,287.82	1,287.82	1,287.82	1,287.82	1,287.82		
		\$1,432.08	\$0.00	\$0.00	\$163.32	\$79.85	\$18.67	\$43.79	\$14.10	\$152.34	\$960.01
			\$0.00	\$0.00	\$1,287.82	\$1,287.82	\$1,287.82	\$1,287.82	\$1,287.82		
10000 Herr, Emily J 3165	12/12/2014	698.80		.00	42.19	29.78	6.97	15.02	4.84	227.91	372.09
			.00	.00	480.33	480.33	480.33	480.33	480.33		
		\$698.80	\$0.00	\$0.00	\$42.19	\$29.78	\$6.97	\$15.02	\$4.84	\$227.91	\$372.09
			\$0.00	\$0.00	\$480.33	\$480.33	\$480.33	\$480.33	\$480.33		
850 Laehle, Bryan A	12/12/2014	509.54		.00	46.58	31.59	7.39	17.32	5.58	.00	401.08
			.00	.00	509.54	509.54	509.54	509.54	509.54		
		\$509.54	\$0.00	\$0.00	\$46.58	\$31.59	\$7.39	\$17.32	\$5.58	\$0.00	\$401.08
			\$0.00	\$0.00	\$509.54	\$509.54	\$509.54	\$509.54	\$509.54		
10000 Minder, Vicki L 1296	12/12/2014	1,814.17		.00	225.24	106.14	24.83	54.81	17.65	308.50	1,077.00
			.00	.00	1,611.92	1,711.92	1,711.92	1,611.92	1,611.92		
		\$1,814.17	\$0.00	\$0.00	\$225.24	\$106.14	\$24.83	\$54.81	\$17.65	\$308.50	\$1,077.00
			\$0.00	\$0.00	\$1,611.92	\$1,711.92	\$1,711.92	\$1,611.92	\$1,611.92		
10000 O'Brien, Brenda 0365	12/12/2014	1,494.98		.00	187.63	89.90	21.02	49.30	15.88	82.45	1,048.80
			.00	.00	1,449.92	1,449.92	1,449.92	1,449.92	1,449.92		
		\$1,494.98	\$0.00	\$0.00	\$187.63	\$89.90	\$21.02	\$49.30	\$15.88	\$82.45	\$1,048.80
			\$0.00	\$0.00	\$1,449.92	\$1,449.92	\$1,449.92	\$1,449.92	\$1,449.92		
10000 Peffinger, Roberta L 3140	12/12/2014	1,468.45		.00	178.03	85.94	20.10	47.12	15.18	113.55	1,008.53
			.00	.00	1,385.92	1,385.92	1,385.92	1,385.92	1,385.92		
		\$1,468.45	\$0.00	\$0.00	\$178.03	\$85.94	\$20.10	\$47.12	\$15.18	\$113.55	\$1,008.53
			\$0.00	\$0.00	\$1,385.92	\$1,385.92	\$1,385.92	\$1,385.92	\$1,385.92		
838 Pritchard, James R	12/12/2014	1,845.26		.00	111.04	114.69	26.82	58.97	30.35	198.00	1,305.39
			.00	.00	1,849.89	1,849.89	1,849.89	1,849.89	1,849.89		
		\$1,845.26	\$0.00	\$0.00	\$111.04	\$114.69	\$26.82	\$58.97	\$30.35	\$198.00	\$1,305.39
			\$0.00	\$0.00	\$1,849.89	\$1,849.89	\$1,849.89	\$1,849.89	\$1,849.89		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
10000 Ringquist, Laurie 1843	12/12/2014	2,453.81		.00	270.22	145.67	34.07	79.89	25.73	134.36	1,763.87
			.00	.00	2,349.57	2,349.57	2,349.57	2,349.57	2,349.57		
		\$2,453.81	\$0.00	\$0.00	\$270.22	\$145.67	\$34.07	\$79.89	\$25.73	\$134.36	\$1,763.87
			\$0.00	\$0.00	\$2,349.57	\$2,349.57	\$2,349.57	\$2,349.57	\$2,349.57		
328 Ritchel, Lisa R	12/12/2014	567.43		.00	29.11	32.00	7.48	17.55	5.65	59.37	416.27
			.00	.00	516.13	516.13	516.13	516.13	516.13		
		\$567.43	\$0.00	\$0.00	\$29.11	\$32.00	\$7.48	\$17.55	\$5.65	\$59.37	\$416.27
			\$0.00	\$0.00	\$516.13	\$516.13	\$516.13	\$516.13	\$516.13		
10000 Samuelson, Danielle 3640	12/12/2014	854.51		.00	85.25	47.58	11.13	26.09	8.40	98.58	577.48
			.00	.00	767.39	767.39	767.39	767.39	767.39		
		\$854.51	\$0.00	\$0.00	\$85.25	\$47.58	\$11.13	\$26.09	\$8.40	\$98.58	\$577.48
			\$0.00	\$0.00	\$767.39	\$767.39	\$767.39	\$767.39	\$767.39		
10000 Sauder, Virgil E 2554	12/12/2014	1,772.67		.00	195.58	92.58	21.66	48.16	15.51	285.52	1,113.66
			.00	.00	1,493.27	1,493.27	1,493.27	1,493.27	1,493.27		
		\$1,772.67	\$0.00	\$0.00	\$195.58	\$92.58	\$21.66	\$48.16	\$15.51	\$285.52	\$1,113.66
			\$0.00	\$0.00	\$1,493.27	\$1,493.27	\$1,493.27	\$1,493.27	\$1,493.27		
862 Skooglund, Elijah J	12/12/2014	130.50		.00	.00	8.09	1.89	3.13	1.01	.00	116.38
			.00	.00	130.50	130.50	130.50	130.50	130.50		
		\$130.50	\$0.00	\$0.00	\$0.00	\$8.09	\$1.89	\$3.13	\$1.01	\$0.00	\$116.38
			\$0.00	\$0.00	\$130.50	\$130.50	\$130.50	\$130.50	\$130.50		
573 Steury, Nickiah Q	12/12/2014	1,073.28		.00	79.46	66.82	15.63	36.64	11.38	.00	863.35
			.00	.00	1,077.78	1,077.78	1,077.78	1,077.78	1,077.78		
		\$1,073.28	\$0.00	\$0.00	\$79.46	\$66.82	\$15.63	\$36.64	\$11.38	\$0.00	\$863.35
			\$0.00	\$0.00	\$1,077.78	\$1,077.78	\$1,077.78	\$1,077.78	\$1,077.78		
411 Thrasher, David K	12/12/2014	627.66		.00	16.80	38.90	9.10	20.03	6.45	.00	536.38
			.00	.00	627.66	627.66	627.66	627.66	627.66		
		\$627.66	\$0.00	\$0.00	\$16.80	\$38.90	\$9.10	\$20.03	\$6.45	\$0.00	\$536.38
			\$0.00	\$0.00	\$627.66	\$627.66	\$627.66	\$627.66	\$627.66		
Department Animal - Animal Shelter		\$25,922.39	\$0.00	\$0.00	\$2,468.80	\$1,482.61	\$346.79	\$790.04	\$266.23	\$2,882.67	\$17,685.25
			\$0.00	\$0.00	\$23,813.20	\$23,913.20	\$23,913.20	\$23,813.20	\$23,813.20		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department BPS - Board of Public Safety											
10000 Huerta, Michael A 2601	12/12/2014	24.40		.00	.00	1.52	.35	.83	.27	.00	21.43
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.52	\$0.35	\$0.83	\$0.27	\$0.00	\$21.43
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
10000 Vance, William A 2738	12/12/2014	24.40		.00	.00	1.52	.35	.00	.00	.00	22.53
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$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		
10000 Walsh, Betsy S 0500	12/12/2014	24.40		.00	.00	1.52	.35	.83	.27	.00	21.43
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.52	\$0.35	\$0.83	\$0.27	\$0.00	\$21.43
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
661 Yoon, Susan J	12/12/2014	24.40		.00	.00	1.52	.36	.00	.00	.00	22.52
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$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		
Department BPS - Board of Public		\$97.60	\$0.00	\$0.00	\$0.00	\$6.08	\$1.41	\$1.66	\$0.54	\$0.00	\$87.91
			\$0.00	\$0.00	\$97.60	\$97.60	\$97.60	\$97.60	\$97.60		
Department CFRD - Community & Family Resources											
10000 Calender-Anderson, 2518 Beverly	12/12/2014	2,078.77		.00	270.04	121.31	28.37	64.36	20.73	147.28	1,426.68
			.00	.00	1,931.49	1,956.49	1,956.49	1,931.49	1,931.49		
		\$2,078.77	\$0.00	\$0.00	\$270.04	\$121.31	\$28.37	\$64.36	\$20.73	\$147.28	\$1,426.68
			\$0.00	\$0.00	\$1,931.49	\$1,956.49	\$1,956.49	\$1,931.49	\$1,931.49		
10000 Giordano, Peter S 0209	12/12/2014	3,136.66		.00	455.48	191.85	44.87	102.60	33.04	103.05	2,205.77
			.00	.00	3,094.43	3,094.43	3,094.43	3,094.43	3,094.43		
		\$3,136.66	\$0.00	\$0.00	\$455.48	\$191.85	\$44.87	\$102.60	\$33.04	\$103.05	\$2,205.77
			\$0.00	\$0.00	\$3,094.43	\$3,094.43	\$3,094.43	\$3,094.43	\$3,094.43		
791 Gomez, Araceli	12/12/2014	1,307.69		.00	139.89	78.87	18.44	41.94	13.51	43.85	971.19
			.00	.00	1,272.03	1,272.03	1,272.03	1,272.03	1,272.03		
		\$1,307.69	\$0.00	\$0.00	\$139.89	\$78.87	\$18.44	\$41.94	\$13.51	\$43.85	\$971.19
			\$0.00	\$0.00	\$1,272.03	\$1,272.03	\$1,272.03	\$1,272.03	\$1,272.03		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department CFRD - Community & Family Resources											
10000 LaMantia, Merridee 3541	12/12/2014	739.50		.00	27.99	45.85	10.72	23.84	7.68	.00	623.42
			.00	.00	739.50	739.50	739.50	739.50	739.50		
		\$739.50		\$0.00	\$27.99	\$45.85	\$10.72	\$23.84	\$7.68	\$0.00	\$623.42
			\$0.00	\$0.00	\$739.50	\$739.50	\$739.50	\$739.50	\$739.50		
10000 Owens, Sue 0370	12/12/2014	2,040.04		.00	231.36	124.13	29.03	66.54	21.43	112.76	1,454.79
			.00	.00	1,957.14	2,002.14	2,002.14	1,957.14	1,957.14		
		\$2,040.04		\$0.00	\$231.36	\$124.13	\$29.03	\$66.54	\$21.43	\$112.76	\$1,454.79
			\$0.00	\$0.00	\$1,957.14	\$2,002.14	\$2,002.14	\$1,957.14	\$1,957.14		
759 Reese, Maqube R	12/12/2014	660.00		.00	29.46	40.92	9.57	21.13	6.81	.00	552.11
			.00	.00	660.00	660.00	660.00	660.00	660.00		
		\$660.00		\$0.00	\$29.46	\$40.92	\$9.57	\$21.13	\$6.81	\$0.00	\$552.11
			\$0.00	\$0.00	\$660.00	\$660.00	\$660.00	\$660.00	\$660.00		
10000 Savich, Elizabeth D 0433	12/12/2014	2,073.60		.00	96.21	105.84	24.75	28.58	9.20	1,270.25	538.77
			.00	.00	840.45	1,707.11	1,707.11	840.45	840.45		
		\$2,073.60		\$0.00	\$96.21	\$105.84	\$24.75	\$28.58	\$9.20	\$1,270.25	\$538.77
			\$0.00	\$0.00	\$840.45	\$1,707.11	\$1,707.11	\$840.45	\$840.45		
10000 Schaich, Lucy 0434	12/12/2014	1,727.56		.00	159.19	104.25	24.38	55.86	17.99	62.93	1,302.96
			.00	.00	1,681.49	1,681.49	1,681.49	1,681.49	1,681.49		
		\$1,727.56		\$0.00	\$159.19	\$104.25	\$24.38	\$55.86	\$17.99	\$62.93	\$1,302.96
			\$0.00	\$0.00	\$1,681.49	\$1,681.49	\$1,681.49	\$1,681.49	\$1,681.49		
845 Shermis, Michael H	12/12/2014	706.25		.00	55.02	43.80	10.23	22.71	7.73	.00	566.76
			.00	.00	706.25	706.25	706.25	706.25	706.25		
		\$706.25		\$0.00	\$55.02	\$43.80	\$10.23	\$22.71	\$7.73	\$0.00	\$566.76
			\$0.00	\$0.00	\$706.25	\$706.25	\$706.25	\$706.25	\$706.25		
10000 Woolery, Nancy 0530	12/12/2014	2,028.85		.00	201.44	120.77	28.25	64.58	20.80	128.02	1,464.99
			.00	.00	1,937.86	1,947.86	1,947.86	1,937.86	1,937.86		
		\$2,028.85		\$0.00	\$201.44	\$120.77	\$28.25	\$64.58	\$20.80	\$128.02	\$1,464.99
			\$0.00	\$0.00	\$1,937.86	\$1,947.86	\$1,947.86	\$1,937.86	\$1,937.86		
Department CFRD - Community &		\$16,498.92		\$0.00	\$1,666.08	\$977.59	\$228.61	\$492.14	\$158.92	\$1,868.14	\$11,107.44
			\$0.00	\$0.00	\$14,820.64	\$15,767.30	\$15,767.30	\$14,820.64	\$14,820.64		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Clerk - Clerk											
10000 Bolden, F Nicole 3502	12/12/2014	1,200.34		.00	58.54	62.65	14.65	30.43	9.80	226.62	797.65
			.00	.00	1,010.43	1,010.43	1,010.43	1,010.43	1,010.43		
		\$1,200.34	\$0.00	\$0.00	\$58.54	\$62.65	\$14.65	\$30.43	\$9.80	\$226.62	\$797.65
699 Larabee, Andrew J	12/12/2014	1,190.00		.00	80.06	71.55	16.73	37.93	12.21	43.70	927.82
			.00	.00	1,153.94	1,153.94	1,153.94	1,153.94	1,153.94		
		\$1,190.00	\$0.00	\$0.00	\$80.06	\$71.55	\$16.73	\$37.93	\$12.21	\$43.70	\$927.82
10000 Moore, Regina M 0349	12/12/2014	1,952.79		.00	191.97	113.32	26.51	62.15	20.02	131.67	1,407.15
			.00	.00	1,827.86	1,827.86	1,827.86	1,827.86	1,827.86		
		\$1,952.79	\$0.00	\$0.00	\$191.97	\$113.32	\$26.51	\$62.15	\$20.02	\$131.67	\$1,407.15
10000 Wanzer, Susan P 0502	12/12/2014	1,012.89		.00	42.14	54.63	12.76	28.65	9.23	153.61	711.87
			.00	.00	881.01	881.01	881.01	881.01	881.01		
		\$1,012.89	\$0.00	\$0.00	\$42.14	\$54.63	\$12.76	\$28.65	\$9.23	\$153.61	\$711.87
			\$0.00	\$0.00	\$881.01	\$881.01	\$881.01	\$881.01	\$881.01		
Department Clerk - Clerk Totals		\$5,356.02	\$0.00	\$0.00	\$372.71	\$302.15	\$70.65	\$159.16	\$51.26	\$555.60	\$3,844.49
			\$0.00	\$0.00	\$4,873.24	\$4,873.24	\$4,873.24	\$4,873.24	\$4,873.24		
Department Controller - Controller											
10000 Baker, Julie 3138	12/12/2014	1,252.59		.00	146.03	73.11	17.10	43.73	12.47	129.63	830.52
			.00	.00	1,139.24	1,179.24	1,179.24	1,139.24	1,139.24		
		\$1,252.59	\$0.00	\$0.00	\$146.03	\$73.11	\$17.10	\$43.73	\$12.47	\$129.63	\$830.52
			\$0.00	\$0.00	\$1,139.24	\$1,179.24	\$1,179.24	\$1,139.24	\$1,139.24		
10000 Beasley, Lori L 1371	12/12/2014	1,382.90		.00	144.26	71.97	16.83	69.47	20.31	269.26	790.80
			.00	.00	1,160.78	1,160.78	1,160.78	1,160.78	1,160.78		
		\$1,382.90	\$0.00	\$0.00	\$144.26	\$71.97	\$16.83	\$69.47	\$20.31	\$269.26	\$790.80
			\$0.00	\$0.00	\$1,160.78	\$1,160.78	\$1,160.78	\$1,160.78	\$1,160.78		
10000 Dean, Denise D 0248	12/12/2014	1,656.92		.00	131.58	94.57	22.11	47.15	18.53	248.51	1,094.47
			.00	.00	1,425.27	1,525.27	1,525.27	1,425.27	1,425.27		
		\$1,656.92	\$0.00	\$0.00	\$131.58	\$94.57	\$22.11	\$47.15	\$18.53	\$248.51	\$1,094.47
			\$0.00	\$0.00	\$1,425.27	\$1,525.27	\$1,525.27	\$1,425.27	\$1,425.27		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Langley, Renee D 0302	12/12/2014	1,503.94		.00	115.09	81.55	19.07	44.72	17.10	222.63	1,003.78
			.00	.00	1,315.37	1,315.37	1,315.37	1,315.37	1,315.37		
		\$1,503.94	\$0.00	\$0.00	\$115.09	\$81.55	\$19.07	\$44.72	\$17.10	\$222.63	\$1,003.78
			\$0.00	\$0.00	\$1,315.37	\$1,315.37	\$1,315.37	\$1,315.37	\$1,315.37		
10000 McGlothlin, Kelly S 0331	12/12/2014	1,628.08		.00	116.90	92.55	21.64	49.91	16.07	173.08	1,157.93
			.00	.00	1,467.81	1,492.81	1,492.81	1,467.81	1,467.81		
		\$1,628.08	\$0.00	\$0.00	\$116.90	\$92.55	\$21.64	\$49.91	\$16.07	\$173.08	\$1,157.93
			\$0.00	\$0.00	\$1,467.81	\$1,492.81	\$1,492.81	\$1,467.81	\$1,467.81		
10000 McMillian, Jeffrey D 0335	12/12/2014	2,639.50		.00	195.88	79.82	18.67	90.37	13.00	1,504.77	736.99
			.00	.00	1,187.29	1,287.29	1,287.29	1,187.29	1,187.29		
		\$2,639.50	\$0.00	\$0.00	\$195.88	\$79.82	\$18.67	\$90.37	\$13.00	\$1,504.77	\$736.99
			\$0.00	\$0.00	\$1,187.29	\$1,287.29	\$1,287.29	\$1,187.29	\$1,187.29		
10000 Mitchner, Tamara 1316	12/12/2014	2,030.19		.00	309.01	123.82	28.96	66.20	21.32	128.82	1,352.06
			.00	.00	1,947.02	1,997.02	1,997.02	1,947.02	1,947.02		
		\$2,030.19	\$0.00	\$0.00	\$309.01	\$123.82	\$28.96	\$66.20	\$21.32	\$128.82	\$1,352.06
			\$0.00	\$0.00	\$1,947.02	\$1,997.02	\$1,997.02	\$1,947.02	\$1,947.02		
10000 Reynolds, Beth A 1943	12/12/2014	1,342.54		.00	.00	75.18	17.58	39.58	20.37	186.77	1,003.06
			.00	.00	1,202.62	1,212.62	1,212.62	1,202.62	1,202.62		
		\$1,342.54	\$0.00	\$0.00	\$0.00	\$75.18	\$17.58	\$39.58	\$20.37	\$186.77	\$1,003.06
			\$0.00	\$0.00	\$1,202.62	\$1,212.62	\$1,212.62	\$1,202.62	\$1,202.62		
10000 Silkworth, Amy L 0457	12/12/2014	1,359.36		.00	131.20	68.12	15.93	36.51	11.76	298.34	797.50
			.00	.00	1,073.70	1,098.70	1,098.70	1,073.70	1,073.70		
		\$1,359.36	\$0.00	\$0.00	\$131.20	\$68.12	\$15.93	\$36.51	\$11.76	\$298.34	\$797.50
			\$0.00	\$0.00	\$1,073.70	\$1,098.70	\$1,098.70	\$1,073.70	\$1,073.70		
834 Underwood, Jeffrey H	12/12/2014	3,444.35		.00	656.43	208.43	48.74	113.45	36.54	118.76	2,262.00
			.00	.00	3,336.67	3,361.67	3,361.67	3,336.67	3,336.67		
		\$3,444.35	\$0.00	\$0.00	\$656.43	\$208.43	\$48.74	\$113.45	\$36.54	\$118.76	\$2,262.00
			\$0.00	\$0.00	\$3,336.67	\$3,361.67	\$3,361.67	\$3,336.67	\$3,336.67		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Waters, Laurel L 0514	12/12/2014	1,316.98		.00	97.77	77.49	18.12	40.80	13.14	155.95	913.71
			.00	.00	1,199.87	1,249.87	1,249.87	1,199.87	1,199.87		
		\$1,316.98		\$0.00	\$97.77	\$77.49	\$18.12	\$40.80	\$13.14	\$155.95	\$913.71
			\$0.00	\$0.00	\$1,199.87	\$1,249.87	\$1,249.87	\$1,199.87	\$1,199.87		
Department Controller - Controller											
		\$19,557.35		\$0.00	\$2,044.15	\$1,046.61	\$244.75	\$641.89	\$200.61	\$3,436.52	\$11,942.82
			\$0.00	\$0.00	\$16,455.64	\$16,880.64	\$16,880.64	\$16,455.64	\$16,455.64		
Department Council - Council											
825 Finn, Heather M	12/12/2014	395.80		.00	17.08	24.54	5.74	12.15	3.91	.00	332.38
			.00	.00	395.80	395.80	395.80	395.80	395.80		
		\$395.80		\$0.00	\$17.08	\$24.54	\$5.74	\$12.15	\$3.91	\$0.00	\$332.38
			\$0.00	\$0.00	\$395.80	\$395.80	\$395.80	\$395.80	\$395.80		
231 Granger, Dorothy J	12/12/2014	561.83		.00	24.95	29.42	6.88	14.82	4.77	87.37	393.62
			.00	.00	474.46	474.46	474.46	474.46	474.46		
		\$561.83		\$0.00	\$24.95	\$29.42	\$6.88	\$14.82	\$4.77	\$87.37	\$393.62
			\$0.00	\$0.00	\$474.46	\$474.46	\$474.46	\$474.46	\$474.46		
10000 Mayer, Timothy 0327	12/12/2014	561.83		.00	29.89	23.78	5.56	13.04	4.20	178.33	307.03
			.00	.00	383.50	383.50	383.50	383.50	383.50		
		\$561.83		\$0.00	\$29.89	\$23.78	\$5.56	\$13.04	\$4.20	\$178.33	\$307.03
			\$0.00	\$0.00	\$383.50	\$383.50	\$383.50	\$383.50	\$383.50		
229 Neher, Darryl R	12/12/2014	561.83		.00	10.22	34.83	8.14	17.79	5.73	.00	485.12
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83		\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.73	\$0.00	\$485.12
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		
10000 Rhoads, Stacy Jane 2283	12/12/2014	2,079.46		.00	286.19	126.86	29.67	66.56	21.44	90.17	1,458.57
			.00	.00	1,996.12	2,046.12	2,046.12	1,996.12	1,996.12		
		\$2,079.46		\$0.00	\$286.19	\$126.86	\$29.67	\$66.56	\$21.44	\$90.17	\$1,458.57
			\$0.00	\$0.00	\$1,996.12	\$2,046.12	\$2,046.12	\$1,996.12	\$1,996.12		
10000 Rollo, David R 1776	12/12/2014	561.83		.00	10.22	34.83	8.14	17.79	5.73	.00	485.12
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83		\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.73	\$0.00	\$485.12
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
10000 Ruff, Andrew J 0422	12/12/2014	561.83		.00	135.58	27.05	6.33	13.53	4.36	125.56	249.42
			.00	.00	436.27	436.27	436.27	436.27	436.27		
		\$561.83	\$0.00	\$0.00	\$135.58	\$27.05	\$6.33	\$13.53	\$4.36	\$125.56	\$249.42
			\$0.00	\$0.00	\$436.27	\$436.27	\$436.27	\$436.27	\$436.27		
10000 Sandberg, Susan J 2577	12/12/2014	561.83		.00	93.89	34.61	8.10	17.68	5.69	3.52	398.34
			.00	.00	558.31	558.31	558.31	558.31	558.31		
		\$561.83	\$0.00	\$0.00	\$93.89	\$34.61	\$8.10	\$17.68	\$5.69	\$3.52	\$398.34
			\$0.00	\$0.00	\$558.31	\$558.31	\$558.31	\$558.31	\$558.31		
10000 Sherman, Daniel 0448	12/12/2014	3,070.25		.00	650.00	180.05	42.11	90.00	22.06	1,065.90	1,020.13
			.00	.00	2,014.94	2,904.13	2,904.13	2,014.94	2,014.94		
		\$3,070.25	\$0.00	\$0.00	\$650.00	\$180.05	\$42.11	\$90.00	\$22.06	\$1,065.90	\$1,020.13
			\$0.00	\$0.00	\$2,014.94	\$2,904.13	\$2,904.13	\$2,014.94	\$2,014.94		
230 Spechler, Martin C	12/12/2014	561.83		.00	10.22	34.83	8.14	17.79	5.73	.00	485.12
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83	\$0.00	\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.73	\$0.00	\$485.12
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		
10000 Sturbaum, Chris W 2037	12/12/2014	561.83		.00	79.92	31.54	7.38	14.68	4.73	53.05	370.53
			.00	.00	508.78	508.78	508.78	508.78	508.78		
		\$561.83	\$0.00	\$0.00	\$79.92	\$31.54	\$7.38	\$14.68	\$4.73	\$53.05	\$370.53
			\$0.00	\$0.00	\$508.78	\$508.78	\$508.78	\$508.78	\$508.78		
10000 Volan, Stephen G 2038	12/12/2014	561.83		.00	20.69	26.78	6.26	13.38	4.31	129.97	360.44
			.00	.00	431.86	431.86	431.86	431.86	431.86		
		\$561.83	\$0.00	\$0.00	\$20.69	\$26.78	\$6.26	\$13.38	\$4.31	\$129.97	\$360.44
			\$0.00	\$0.00	\$431.86	\$431.86	\$431.86	\$431.86	\$431.86		
Department Council - Council Totals		\$10,601.98	\$0.00	\$0.00	\$1,368.85	\$609.12	\$142.45	\$309.21	\$92.66	\$1,733.87	\$6,345.82
			\$0.00	\$0.00	\$8,885.53	\$9,824.72	\$9,824.72	\$8,885.53	\$8,885.53		
Department ESD - Economic & Sustainable Dev											
10000 Alano Martin, Danise C 2337	12/12/2014	3,136.66		.00	570.51	185.07	43.28	100.18	32.26	164.36	2,041.00
			.00	.00	2,984.99	2,984.99	2,984.99	2,984.99	2,984.99		
		\$3,136.66	\$0.00	\$0.00	\$570.51	\$185.07	\$43.28	\$100.18	\$32.26	\$164.36	\$2,041.00
			\$0.00	\$0.00	\$2,984.99	\$2,984.99	\$2,984.99	\$2,984.99	\$2,984.99		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ESD - Economic & Sustainable Dev											
10000 Bauer, Jacqueline M 2288	12/12/2014	2,020.83		.00	110.90	125.72	29.40	47.24	15.63	600.00	1,091.94
			.00	.00	1,427.80	2,027.80	2,027.80	1,427.80	1,427.80		
		\$2,020.83	\$0.00	\$0.00	\$110.90	\$125.72	\$29.40	\$47.24	\$15.63	\$600.00	\$1,091.94
			\$0.00	\$0.00	\$1,427.80	\$2,027.80	\$2,027.80	\$1,427.80	\$1,427.80		
445 Carnes, Jason C	12/12/2014	2,117.49		.00	206.01	119.13	27.86	65.33	21.04	212.21	1,465.91
			.00	.00	1,921.47	1,921.47	1,921.47	1,921.47	1,921.47		
		\$2,117.49	\$0.00	\$0.00	\$206.01	\$119.13	\$27.86	\$65.33	\$21.04	\$212.21	\$1,465.91
			\$0.00	\$0.00	\$1,921.47	\$1,921.47	\$1,921.47	\$1,921.47	\$1,921.47		
10000 Michaelsen, Miah F 2999	12/12/2014	2,117.50		.00	35.27	131.29	30.71	40.63	13.09	884.00	982.51
			.00	.00	1,233.50	2,117.50	2,117.50	1,233.50	1,233.50		
		\$2,117.50	\$0.00	\$0.00	\$35.27	\$131.29	\$30.71	\$40.63	\$13.09	\$884.00	\$982.51
			\$0.00	\$0.00	\$1,233.50	\$2,117.50	\$2,117.50	\$1,233.50	\$1,233.50		
544 Spencer, Angela M	12/12/2014	176.25		.00	.00	10.93	2.56	4.69	1.51	.00	156.56
			.00	.00	176.25	176.25	176.25	176.25	176.25		
		\$176.25	\$0.00	\$0.00	\$0.00	\$10.93	\$2.56	\$4.69	\$1.51	\$0.00	\$156.56
			\$0.00	\$0.00	\$176.25	\$176.25	\$176.25	\$176.25	\$176.25		
Department ESD - Economic &		\$9,568.73	\$0.00	\$0.00	\$922.69	\$572.14	\$133.81	\$258.07	\$83.53	\$1,860.57	\$5,737.92
			\$0.00	\$0.00	\$7,744.01	\$9,228.01	\$9,228.01	\$7,744.01	\$7,744.01		
Department Facilities - Facilities Maintenance											
10000 Collins, Barry 0111	12/12/2014	2,126.11		.00	229.85	128.99	30.17	70.73	22.78	71.91	1,571.68
			.00	.00	2,080.40	2,080.40	2,080.40	2,080.40	2,080.40		
		\$2,126.11	\$0.00	\$0.00	\$229.85	\$128.99	\$30.17	\$70.73	\$22.78	\$71.91	\$1,571.68
			\$0.00	\$0.00	\$2,080.40	\$2,080.40	\$2,080.40	\$2,080.40	\$2,080.40		
10000 Flake, Russell K 3642	12/12/2014	1,491.20		.00	196.34	92.77	21.70	50.88	16.39	84.15	1,028.97
			.00	.00	1,496.34	1,496.34	1,496.34	1,496.34	1,496.34		
		\$1,491.20	\$0.00	\$0.00	\$196.34	\$92.77	\$21.70	\$50.88	\$16.39	\$84.15	\$1,028.97
			\$0.00	\$0.00	\$1,496.34	\$1,496.34	\$1,496.34	\$1,496.34	\$1,496.34		
444 Remillard, Peter G	12/12/2014	285.00		.00	6.00	17.67	4.13	9.69	3.12	.00	244.39
			.00	.00	285.00	285.00	285.00	285.00	285.00		
		\$285.00	\$0.00	\$0.00	\$6.00	\$17.67	\$4.13	\$9.69	\$3.12	\$0.00	\$244.39
			\$0.00	\$0.00	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Facilities - Facilities Maintenance											
10000 Wallock, Barry G 3578	12/12/2014	1,239.14		.00	129.57	74.60	17.45	39.60	12.75	63.15	902.02
			.00	.00	1,203.25	1,203.25	1,203.25	1,203.25	1,203.25		
		\$1,239.14		\$0.00	\$129.57	\$74.60	\$17.45	\$39.60	\$12.75	\$63.15	\$902.02
			\$0.00	\$0.00	\$1,203.25	\$1,203.25	\$1,203.25	\$1,203.25	\$1,203.25		
Department Facilities - Facilities											
		\$5,141.45		\$0.00	\$561.76	\$314.03	\$73.45	\$170.90	\$55.04	\$219.21	\$3,747.06
			\$0.00	\$0.00	\$5,064.99	\$5,064.99	\$5,064.99	\$5,064.99	\$5,064.99		
Department Fleet - Fleet Maintenance											
10000 Ayers, John W 3000	12/12/2014	1,533.61		.00	169.80	78.39	18.34	52.99	13.85	352.76	847.48
			.00	.00	1,264.39	1,264.39	1,264.39	1,264.39	1,264.39		
		\$1,533.61		\$0.00	\$169.80	\$78.39	\$18.34	\$52.99	\$13.85	\$352.76	\$847.48
			\$0.00	\$0.00	\$1,264.39	\$1,264.39	\$1,264.39	\$1,264.39	\$1,264.39		
10000 Bowlen, Lisa R 0074	12/12/2014	1,412.31		.00	162.87	80.90	18.92	43.68	14.07	132.37	959.50
			.00	.00	1,284.81	1,304.81	1,304.81	1,284.81	1,284.81		
		\$1,412.31		\$0.00	\$162.87	\$80.90	\$18.92	\$43.68	\$14.07	\$132.37	\$959.50
			\$0.00	\$0.00	\$1,284.81	\$1,304.81	\$1,304.81	\$1,284.81	\$1,284.81		
10000 Goble, Scott D 0210	12/12/2014	1,801.20		.00	179.95	108.37	25.34	59.42	19.14	142.11	1,266.87
			.00	.00	1,747.73	1,747.73	1,747.73	1,747.73	1,747.73		
		\$1,801.20		\$0.00	\$179.95	\$108.37	\$25.34	\$59.42	\$19.14	\$142.11	\$1,266.87
			\$0.00	\$0.00	\$1,747.73	\$1,747.73	\$1,747.73	\$1,747.73	\$1,747.73		
10000 Kerr, William C 3369	12/12/2014	1,685.40		.00	114.34	89.94	21.04	46.71	15.04	418.14	980.19
			.00	.00	1,450.71	1,450.71	1,450.71	1,450.71	1,450.71		
		\$1,685.40		\$0.00	\$114.34	\$89.94	\$21.04	\$46.71	\$15.04	\$418.14	\$980.19
			\$0.00	\$0.00	\$1,450.71	\$1,450.71	\$1,450.71	\$1,450.71	\$1,450.71		
10000 Lazell, Lisa 0304	12/12/2014	1,532.53		.00	171.26	91.84	21.48	49.05	34.56	56.65	1,107.69
			.00	.00	1,481.17	1,481.17	1,481.17	1,481.17	1,481.17		
		\$1,532.53		\$0.00	\$171.26	\$91.84	\$21.48	\$49.05	\$34.56	\$56.65	\$1,107.69
			\$0.00	\$0.00	\$1,481.17	\$1,481.17	\$1,481.17	\$1,481.17	\$1,481.17		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Fleet - Fleet Maintenance											
10000 Rushton, Bradley C 2061	12/12/2014	1,749.40		.00	190.73	91.17	21.32	50.00	16.10	390.36	989.72
			.00	.00	1,470.59	1,470.59	1,470.59	1,470.59	1,470.59		
		\$1,749.40		\$0.00	\$190.73	\$91.17	\$21.32	\$50.00	\$16.10	\$390.36	\$989.72
			\$0.00	\$0.00	\$1,470.59	\$1,470.59	\$1,470.59	\$1,470.59	\$1,470.59		
10000 Sharp, Keith L 0445	12/12/2014	1,853.78		.00	156.44	98.64	23.07	54.09	17.42	343.44	1,160.68
			.00	.00	1,591.02	1,591.02	1,591.02	1,591.02	1,591.02		
		\$1,853.78		\$0.00	\$156.44	\$98.64	\$23.07	\$54.09	\$17.42	\$343.44	\$1,160.68
			\$0.00	\$0.00	\$1,591.02	\$1,591.02	\$1,591.02	\$1,591.02	\$1,591.02		
815 Smith, James M	12/12/2014	1,405.76		.00	151.23	74.85	17.51	41.05	13.22	239.96	867.94
			.00	.00	1,207.26	1,207.26	1,207.26	1,207.26	1,207.26		
		\$1,405.76		\$0.00	\$151.23	\$74.85	\$17.51	\$41.05	\$13.22	\$239.96	\$867.94
			\$0.00	\$0.00	\$1,207.26	\$1,207.26	\$1,207.26	\$1,207.26	\$1,207.26		
10000 Young, Michael K 0537	12/12/2014	2,267.36		.00	381.89	138.79	32.46	76.11	24.51	36.65	1,576.95
			.00	.00	2,238.53	2,238.53	2,238.53	2,238.53	2,238.53		
		\$2,267.36		\$0.00	\$381.89	\$138.79	\$32.46	\$76.11	\$24.51	\$36.65	\$1,576.95
			\$0.00	\$0.00	\$2,238.53	\$2,238.53	\$2,238.53	\$2,238.53	\$2,238.53		
Department Fleet - Fleet Maintenance											
		\$15,241.35		\$0.00	\$1,678.51	\$852.89	\$199.48	\$473.10	\$167.91	\$2,112.44	\$9,757.02
			\$0.00	\$0.00	\$13,736.21	\$13,756.21	\$13,756.21	\$13,736.21	\$13,736.21		
Department HR - Human Resources											
10000 Chestnut, Janice E 0103	12/12/2014	1,708.80		.00	186.32	97.62	22.83	43.33	13.96	448.47	896.27
			.00	.00	1,274.53	1,574.53	1,574.53	1,274.53	1,274.53		
		\$1,708.80		\$0.00	\$186.32	\$97.62	\$22.83	\$43.33	\$13.96	\$448.47	\$896.27
			\$0.00	\$0.00	\$1,274.53	\$1,574.53	\$1,574.53	\$1,274.53	\$1,274.53		
44 Gill, Usha P	12/12/2014	226.50		.00	.00	14.04	3.28	6.39	2.06	.00	200.73
			.00	.00	226.50	226.50	226.50	226.50	226.50		
		\$226.50		\$0.00	\$0.00	\$14.04	\$3.28	\$6.39	\$2.06	\$0.00	\$200.73
			\$0.00	\$0.00	\$226.50	\$226.50	\$226.50	\$226.50	\$226.50		
498 Russey, Samantha	12/12/2014	1,176.80		.00	139.14	69.85	16.34	38.31	12.34	50.17	850.65
			.00	.00	1,126.63	1,126.63	1,126.63	1,126.63	1,126.63		
		\$1,176.80		\$0.00	\$139.14	\$69.85	\$16.34	\$38.31	\$12.34	\$50.17	\$850.65
			\$0.00	\$0.00	\$1,126.63	\$1,126.63	\$1,126.63	\$1,126.63	\$1,126.63		



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Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HR - Human Resources											
10000 Sims, Doris J 0453	12/12/2014	3,265.76		.00	534.92	197.84	46.27	101.70	32.75	292.83	2,059.45
			.00	.00	2,991.03	3,191.03	3,191.03	2,991.03	2,991.03		
		\$3,265.76	\$0.00	\$0.00	\$534.92	\$197.84	\$46.27	\$101.70	\$32.75	\$292.83	\$2,059.45
401 Stedman, Kathleen D	12/12/2014	2,020.38		.00	242.27	107.26	25.09	55.81	17.98	354.09	1,217.88
			.00	.00	1,680.04	1,730.04	1,730.04	1,680.04	1,680.04		
		\$2,020.38	\$0.00	\$0.00	\$242.27	\$107.26	\$25.09	\$55.81	\$17.98	\$354.09	\$1,217.88
402 Thomas, Ginger R	12/12/2014	2,353.85		.00	322.23	132.69	31.03	71.46	23.01	254.76	1,518.67
			.00	.00	2,140.26	2,140.26	2,140.26	2,140.26	2,140.26		
		\$2,353.85	\$0.00	\$0.00	\$322.23	\$132.69	\$31.03	\$71.46	\$23.01	\$254.76	\$1,518.67
			\$0.00	\$0.00	\$2,140.26	\$2,140.26	\$2,140.26	\$2,140.26	\$2,140.26		
Department HR - Human Resources											
		\$10,752.09	\$0.00	\$0.00	\$1,424.88	\$619.30	\$144.84	\$317.00	\$102.10	\$1,400.32	\$6,743.65
			\$0.00	\$0.00	\$9,438.99	\$9,988.99	\$9,988.99	\$9,438.99	\$9,438.99		
Department ITS - Information & Technology Service											
10000 Bowlen, Kevin M 1824	12/12/2014	1,627.73		.00	156.51	94.44	22.09	50.48	16.26	153.28	1,134.67
			.00	.00	1,523.18	1,523.18	1,523.18	1,523.18	1,523.18		
		\$1,627.73	\$0.00	\$0.00	\$156.51	\$94.44	\$22.09	\$50.48	\$16.26	\$153.28	\$1,134.67
			\$0.00	\$0.00	\$1,523.18	\$1,523.18	\$1,523.18	\$1,523.18	\$1,523.18		
738 Britton, Joshua W	12/12/2014	401.73		.00	8.25	24.90	5.83	23.66	5.22	.00	333.87
			.00	.00	401.73	401.73	401.73	401.73	401.73		
		\$401.73	\$0.00	\$0.00	\$8.25	\$24.90	\$5.83	\$23.66	\$5.22	\$0.00	\$333.87
			\$0.00	\$0.00	\$401.73	\$401.73	\$401.73	\$401.73	\$401.73		
864 DeHart, Cassandra	12/12/2014	1,423.08		.00	38.43	80.45	18.81	40.19	12.94	138.62	1,093.64
			.00	.00	1,297.52	1,297.52	1,297.52	1,297.52	1,297.52		
		\$1,423.08	\$0.00	\$0.00	\$38.43	\$80.45	\$18.81	\$40.19	\$12.94	\$138.62	\$1,093.64
			\$0.00	\$0.00	\$1,297.52	\$1,297.52	\$1,297.52	\$1,297.52	\$1,297.52		
10000 Dietz, Richard B 2301	12/12/2014	3,136.66		.00	548.79	188.88	44.17	102.27	32.94	113.17	2,106.44
			.00	.00	3,046.49	3,046.49	3,046.49	3,046.49	3,046.49		
		\$3,136.66	\$0.00	\$0.00	\$548.79	\$188.88	\$44.17	\$102.27	\$32.94	\$113.17	\$2,106.44
			\$0.00	\$0.00	\$3,046.49	\$3,046.49	\$3,046.49	\$3,046.49	\$3,046.49		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Eubank, Debra A 0180	12/12/2014	1,758.56		.00	172.04	100.84	23.58	49.23	15.85	355.87	1,041.15
			.00	.00	1,486.38	1,626.38	1,626.38	1,486.38	1,486.38		
		\$1,758.56		\$0.00	\$172.04	\$100.84	\$23.58	\$49.23	\$15.85	\$355.87	\$1,041.15
			\$0.00	\$0.00	\$1,486.38	\$1,626.38	\$1,626.38	\$1,486.38	\$1,486.38		
10000 Gilliland, Linda 0207	12/12/2014	1,975.49		.00	173.51	108.80	25.45	57.96	18.67	318.52	1,272.58
			.00	.00	1,704.83	1,754.83	1,754.83	1,704.83	1,704.83		
		\$1,975.49		\$0.00	\$173.51	\$108.80	\$25.45	\$57.96	\$18.67	\$318.52	\$1,272.58
			\$0.00	\$0.00	\$1,704.83	\$1,754.83	\$1,754.83	\$1,704.83	\$1,704.83		
10000 Goodman, James R 0213	12/12/2014	1,688.84		.00	234.43	102.22	23.91	56.05	18.05	40.17	1,214.01
			.00	.00	1,648.67	1,648.67	1,648.67	1,648.67	1,648.67		
		\$1,688.84		\$0.00	\$234.43	\$102.22	\$23.91	\$56.05	\$18.05	\$40.17	\$1,214.01
			\$0.00	\$0.00	\$1,648.67	\$1,648.67	\$1,648.67	\$1,648.67	\$1,648.67		
10000 Goodwin, Justin E 2564	12/12/2014	1,606.20		.00	118.93	91.84	21.48	49.06	15.80	144.51	1,164.58
			.00	.00	1,481.33	1,481.33	1,481.33	1,481.33	1,481.33		
		\$1,606.20		\$0.00	\$118.93	\$91.84	\$21.48	\$49.06	\$15.80	\$144.51	\$1,164.58
			\$0.00	\$0.00	\$1,481.33	\$1,481.33	\$1,481.33	\$1,481.33	\$1,481.33		
10000 Haley, Laura M 0225	12/12/2014	2,481.62		.00	304.93	149.51	34.97	73.88	23.79	313.98	1,580.56
			.00	.00	2,211.45	2,411.45	2,411.45	2,211.45	2,211.45		
		\$2,481.62		\$0.00	\$304.93	\$149.51	\$34.97	\$73.88	\$23.79	\$313.98	\$1,580.56
			\$0.00	\$0.00	\$2,211.45	\$2,411.45	\$2,411.45	\$2,211.45	\$2,211.45		
10000 Ingham, Nathan C 2476	12/12/2014	2,429.96		.00	337.33	147.30	34.45	74.82	24.10	229.30	1,582.66
			.00	.00	2,200.66	2,375.66	2,375.66	2,200.66	2,200.66		
		\$2,429.96		\$0.00	\$337.33	\$147.30	\$34.45	\$74.82	\$24.10	\$229.30	\$1,582.66
			\$0.00	\$0.00	\$2,200.66	\$2,375.66	\$2,375.66	\$2,200.66	\$2,200.66		
863 Kirk, Russell L	12/12/2014	1,533.42		.00	121.85	84.34	19.73	46.25	14.90	178.33	1,068.02
			.00	.00	1,360.38	1,360.38	1,360.38	1,360.38	1,360.38		
		\$1,533.42		\$0.00	\$121.85	\$84.34	\$19.73	\$46.25	\$14.90	\$178.33	\$1,068.02
			\$0.00	\$0.00	\$1,360.38	\$1,360.38	\$1,360.38	\$1,360.38	\$1,360.38		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
5 Morrow, Eric J	12/12/2014	2,142.08		.00	297.47	130.29	30.47	70.15	22.59	55.96	1,535.15
			.00	.00	2,101.61	2,101.61	2,101.61	2,101.61	2,101.61		
		\$2,142.08		\$0.00	\$297.47	\$130.29	\$30.47	\$70.15	\$22.59	\$55.96	\$1,535.15
			\$0.00	\$0.00	\$2,101.61	\$2,101.61	\$2,101.61	\$2,101.61	\$2,101.61		
872 Rambo, Robert	12/12/2014	336.00		.00	11.10	20.83	4.87	10.12	3.26	.00	285.82
			.00	.00	336.00	336.00	336.00	336.00	336.00		
		\$336.00		\$0.00	\$11.10	\$20.83	\$4.87	\$10.12	\$3.26	\$0.00	\$285.82
			\$0.00	\$0.00	\$336.00	\$336.00	\$336.00	\$336.00	\$336.00		
10000 Routon, Richard D 0420	12/12/2014	2,845.72		.00	504.25	175.34	41.01	97.75	29.87	135.00	1,862.50
			.00	.00	2,727.97	2,827.97	2,827.97	2,727.97	2,727.97		
		\$2,845.72		\$0.00	\$504.25	\$175.34	\$41.01	\$97.75	\$29.87	\$135.00	\$1,862.50
			\$0.00	\$0.00	\$2,727.97	\$2,827.97	\$2,827.97	\$2,727.97	\$2,727.97		
10000 Schertz, Alan 2504	12/12/2014	2,516.91		.00	308.49	147.50	34.49	66.13	21.30	580.67	1,358.33
			.00	.00	1,944.92	2,378.92	2,378.92	1,944.92	1,944.92		
		\$2,516.91		\$0.00	\$308.49	\$147.50	\$34.49	\$66.13	\$21.30	\$580.67	\$1,358.33
			\$0.00	\$0.00	\$1,944.92	\$2,378.92	\$2,378.92	\$1,944.92	\$1,944.92		
10000 Sib0, Walid 1341	12/12/2014	2,318.94		.00	117.91	129.93	30.39	60.53	19.49	423.25	1,537.44
			.00	.00	1,895.69	2,095.69	2,095.69	1,895.69	1,895.69		
		\$2,318.94		\$0.00	\$117.91	\$129.93	\$30.39	\$60.53	\$19.49	\$423.25	\$1,537.44
			\$0.00	\$0.00	\$1,895.69	\$2,095.69	\$2,095.69	\$1,895.69	\$1,895.69		
594 Stier, Max C	12/12/2014	1,608.46		.00	131.49	88.33	20.65	48.44	23.08	202.59	1,093.88
			.00	.00	1,424.65	1,424.65	1,424.65	1,424.65	1,424.65		
		\$1,608.46		\$0.00	\$131.49	\$88.33	\$20.65	\$48.44	\$23.08	\$202.59	\$1,093.88
			\$0.00	\$0.00	\$1,424.65	\$1,424.65	\$1,424.65	\$1,424.65	\$1,424.65		
840 White, Robert A	12/12/2014	1,741.59		.00	125.74	94.66	22.14	50.60	16.30	223.25	1,208.90
			.00	.00	1,526.70	1,526.70	1,526.70	1,526.70	1,526.70		
		\$1,741.59		\$0.00	\$125.74	\$94.66	\$22.14	\$50.60	\$16.30	\$223.25	\$1,208.90
			\$0.00	\$0.00	\$1,526.70	\$1,526.70	\$1,526.70	\$1,526.70	\$1,526.70		
Department ITS - Information &		\$33,572.99		\$0.00	\$3,711.45	\$1,960.40	\$458.49	\$1,027.57	\$334.41	\$3,606.47	\$22,474.20
			\$0.00	\$0.00	\$30,320.16	\$31,619.16	\$31,619.16	\$30,320.16	\$30,320.16		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Legal - Legal											
833 Cameron, Thomas	12/12/2014	2,423.08		.00	204.33	144.55	33.81	75.35	24.27	102.63	1,838.14
			.00	.00	2,331.44	2,331.44	2,331.44	2,331.44	2,331.44		
		\$2,423.08	\$0.00	\$0.00	\$204.33	\$144.55	\$33.81	\$75.35	\$24.27	\$102.63	\$1,838.14
			\$0.00	\$0.00	\$2,331.44	\$2,331.44	\$2,331.44	\$2,331.44	\$2,331.44		
10000 McKinney, Barbara E 0334	12/12/2014	2,851.74		.00	380.70	166.84	39.02	88.96	28.65	211.68	1,935.89
			.00	.00	2,654.90	2,690.90	2,690.90	2,654.90	2,654.90		
		\$2,851.74	\$0.00	\$0.00	\$380.70	\$166.84	\$39.02	\$88.96	\$28.65	\$211.68	\$1,935.89
			\$0.00	\$0.00	\$2,654.90	\$2,690.90	\$2,690.90	\$2,654.90	\$2,654.90		
10000 Moore, Jacquelyn F 2553	12/12/2014	2,561.66		.00	405.32	150.80	35.27	79.30	25.54	319.36	1,546.07
			.00	.00	2,332.25	2,432.25	2,432.25	2,332.25	2,332.25		
		\$2,561.66	\$0.00	\$0.00	\$405.32	\$150.80	\$35.27	\$79.30	\$25.54	\$319.36	\$1,546.07
			\$0.00	\$0.00	\$2,332.25	\$2,432.25	\$2,432.25	\$2,332.25	\$2,332.25		
10000 Mulvihill, Patricia M 2303	12/12/2014	2,884.62		.00	515.87	172.63	40.38	94.33	30.38	125.67	1,905.36
			.00	.00	2,774.45	2,784.45	2,784.45	2,774.45	2,774.45		
		\$2,884.62	\$0.00	\$0.00	\$515.87	\$172.63	\$40.38	\$94.33	\$30.38	\$125.67	\$1,905.36
			\$0.00	\$0.00	\$2,774.45	\$2,784.45	\$2,784.45	\$2,774.45	\$2,774.45		
10000 Rice, Marjorie K 2956	12/12/2014	3,444.36		.00	313.17	188.23	44.02	88.31	28.44	893.88	1,888.31
			.00	.00	2,635.85	3,035.85	3,035.85	2,635.85	2,635.85		
		\$3,444.36	\$0.00	\$0.00	\$313.17	\$188.23	\$44.02	\$88.31	\$28.44	\$893.88	\$1,888.31
			\$0.00	\$0.00	\$2,635.85	\$3,035.85	\$3,035.85	\$2,635.85	\$2,635.85		
447 Small, Greg A	12/12/2014	2,805.00		.00	48.41	154.25	36.07	74.13	21.80	321.88	2,148.46
			.00	.00	2,487.97	2,487.97	2,487.97	2,487.97	2,487.97		
		\$2,805.00	\$0.00	\$0.00	\$48.41	\$154.25	\$36.07	\$74.13	\$21.80	\$321.88	\$2,148.46
			\$0.00	\$0.00	\$2,487.97	\$2,487.97	\$2,487.97	\$2,487.97	\$2,487.97		
10000 Toddy, Barbara L 0483	12/12/2014	1,484.10		.00	102.07	84.88	19.85	45.24	14.99	115.17	1,101.90
			.00	.00	1,368.93	1,368.93	1,368.93	1,368.93	1,368.93		
		\$1,484.10	\$0.00	\$0.00	\$102.07	\$84.88	\$19.85	\$45.24	\$14.99	\$115.17	\$1,101.90
			\$0.00	\$0.00	\$1,368.93	\$1,368.93	\$1,368.93	\$1,368.93	\$1,368.93		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Legal - Legal											
831 Wheeler, Christopher J	12/12/2014	2,423.08		.00	274.38	146.94	34.37	75.35	24.27	62.95	1,804.82
			.00	.00	2,370.03	2,370.03	2,370.03	2,370.03	2,370.03		
		\$2,423.08		\$0.00	\$274.38	\$146.94	\$34.37	\$75.35	\$24.27	\$62.95	\$1,804.82
			\$0.00	\$0.00	\$2,370.03	\$2,370.03	\$2,370.03	\$2,370.03	\$2,370.03		
10000 Whitlow, Heather G 3795	12/12/2014	1,602.76		.00	125.37	87.66	20.50	47.05	15.15	311.36	995.67
			.00	.00	1,383.90	1,413.90	1,413.90	1,383.90	1,383.90		
		\$1,602.76		\$0.00	\$125.37	\$87.66	\$20.50	\$47.05	\$15.15	\$311.36	\$995.67
			\$0.00	\$0.00	\$1,383.90	\$1,413.90	\$1,413.90	\$1,383.90	\$1,383.90		
Department Legal - Legal Totals		\$22,480.40		\$0.00	\$2,369.62	\$1,296.78	\$303.29	\$668.02	\$213.49	\$2,464.58	\$15,164.62
			\$0.00	\$0.00	\$20,339.72	\$20,915.72	\$20,915.72	\$20,339.72	\$20,339.72		
Department OOTM - Office of the Mayor											
10000 Daily, Diane E 2442	12/12/2014	1,713.26		.00	191.94	103.48	24.21	53.74	17.31	132.49	1,190.09
			.00	.00	1,619.00	1,669.00	1,669.00	1,619.00	1,619.00		
		\$1,713.26		\$0.00	\$191.94	\$103.48	\$24.21	\$53.74	\$17.31	\$132.49	\$1,190.09
			\$0.00	\$0.00	\$1,619.00	\$1,669.00	\$1,669.00	\$1,619.00	\$1,619.00		
10000 Kruzan, Mark 2030	12/12/2014	3,745.13		.00	771.13	241.82	56.55	132.61	42.71	.00	2,500.31
			.00	.00	3,900.31	3,900.31	3,900.31	3,900.31	3,900.31		
		\$3,745.13		\$0.00	\$771.13	\$241.82	\$56.55	\$132.61	\$42.71	\$0.00	\$2,500.31
			\$0.00	\$0.00	\$3,900.31	\$3,900.31	\$3,900.31	\$3,900.31	\$3,900.31		
824 Staffelbach, Andrew D	12/12/2014	147.00		.00	6.24	9.10	2.12	3.69	1.19	.00	124.66
			.00	.00	147.00	147.00	147.00	147.00	147.00		
		\$147.00		\$0.00	\$6.24	\$9.10	\$2.12	\$3.69	\$1.19	\$0.00	\$124.66
			\$0.00	\$0.00	\$147.00	\$147.00	\$147.00	\$147.00	\$147.00		
10000 Whikehart, John R 2334	12/12/2014	3,444.39		.00	.00	196.38	45.93	107.70	34.68	295.04	2,764.66
			.00	.00	3,167.50	3,167.50	3,167.50	3,167.50	3,167.50		
		\$3,444.39		\$0.00	\$0.00	\$196.38	\$45.93	\$107.70	\$34.68	\$295.04	\$2,764.66
			\$0.00	\$0.00	\$3,167.50	\$3,167.50	\$3,167.50	\$3,167.50	\$3,167.50		
Department OOTM - Office of the Mayor		\$9,049.78		\$0.00	\$969.31	\$550.78	\$128.81	\$297.74	\$95.89	\$427.53	\$6,579.72
			\$0.00	\$0.00	\$8,833.81	\$8,883.81	\$8,883.81	\$8,833.81	\$8,833.81		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Alexander, Richard L 1327	12/12/2014	2,026.27		.00	129.91	111.29	26.03	56.32	17.30	371.91	1,313.51
			.00	.00	1,694.93	1,794.93	1,794.93	1,694.93	1,694.93		
		\$2,026.27	\$0.00	\$0.00	\$129.91	\$111.29	\$26.03	\$56.32	\$17.30	\$371.91	\$1,313.51
			\$0.00	\$0.00	\$1,694.93	\$1,794.93	\$1,794.93	\$1,694.93	\$1,694.93		
10000 Aten, Roy E 0055	12/12/2014	2,269.23		.00	187.33	126.76	29.64	71.89	21.54	267.45	1,564.62
			.00	.00	2,044.41	2,044.41	2,044.41	2,044.41	2,044.41		
		\$2,269.23	\$0.00	\$0.00	\$187.33	\$126.76	\$29.64	\$71.89	\$21.54	\$267.45	\$1,564.62
			\$0.00	\$0.00	\$2,044.41	\$2,044.41	\$2,044.41	\$2,044.41	\$2,044.41		
867 Avers, Emily J	12/12/2014	1,153.85		.00	135.86	68.49	16.02	37.56	30.05	56.47	809.40
			.00	.00	1,104.78	1,104.78	1,104.78	1,104.78	1,104.78		
		\$1,153.85	\$0.00	\$0.00	\$135.86	\$68.49	\$16.02	\$37.56	\$30.05	\$56.47	\$809.40
			\$0.00	\$0.00	\$1,104.78	\$1,104.78	\$1,104.78	\$1,104.78	\$1,104.78		
24 Caristo, Vincent R	12/12/2014	1,556.93		.00	154.94	93.79	21.93	50.13	16.14	55.74	1,164.26
			.00	.00	1,512.77	1,512.77	1,512.77	1,512.77	1,512.77		
		\$1,556.93	\$0.00	\$0.00	\$154.94	\$93.79	\$21.93	\$50.13	\$16.14	\$55.74	\$1,164.26
			\$0.00	\$0.00	\$1,512.77	\$1,512.77	\$1,512.77	\$1,512.77	\$1,512.77		
10000 Darland, Janet Lynne 0200	12/12/2014	2,425.67		.00	393.29	139.13	32.54	71.07	22.89	213.49	1,553.26
			.00	.00	2,244.13	2,244.13	2,244.13	2,244.13	2,244.13		
		\$2,425.67	\$0.00	\$0.00	\$393.29	\$139.13	\$32.54	\$71.07	\$22.89	\$213.49	\$1,553.26
			\$0.00	\$0.00	\$2,244.13	\$2,244.13	\$2,244.13	\$2,244.13	\$2,244.13		
10000 Desmond, Joshua 0147	12/12/2014	2,750.01		.00	492.22	166.15	38.86	91.11	29.34	77.99	1,854.34
			.00	.00	2,679.84	2,679.84	2,679.84	2,679.84	2,679.84		
		\$2,750.01	\$0.00	\$0.00	\$492.22	\$166.15	\$38.86	\$91.11	\$29.34	\$77.99	\$1,854.34
			\$0.00	\$0.00	\$2,679.84	\$2,679.84	\$2,679.84	\$2,679.84	\$2,679.84		
420 Dragovich, Anna L	12/12/2014	1,843.85		.00	268.52	110.67	25.88	60.69	19.55	65.17	1,293.37
			.00	.00	1,785.04	1,785.04	1,785.04	1,785.04	1,785.04		
		\$1,843.85	\$0.00	\$0.00	\$268.52	\$110.67	\$25.88	\$60.69	\$19.55	\$65.17	\$1,293.37
			\$0.00	\$0.00	\$1,785.04	\$1,785.04	\$1,785.04	\$1,785.04	\$1,785.04		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Greulich, Eric L II 1741	12/12/2014	1,573.50		.00	3.66	86.08	20.14	42.90	13.81	440.00	966.91
			.00	.00	1,338.54	1,388.54	1,388.54	1,338.54	1,338.54		
		\$1,573.50	\$0.00	\$0.00	\$3.66	\$86.08	\$20.14	\$42.90	\$13.81	\$440.00	\$966.91
			\$0.00	\$0.00	\$1,338.54	\$1,388.54	\$1,388.54	\$1,338.54	\$1,338.54		
10000 Heerdink, Jeffrey K 0241	12/12/2014	1,762.86		.00	252.11	106.60	24.94	58.46	34.83	61.60	1,224.32
			.00	.00	1,719.41	1,719.41	1,719.41	1,719.41	1,719.41		
		\$1,762.86	\$0.00	\$0.00	\$252.11	\$106.60	\$24.94	\$58.46	\$34.83	\$61.60	\$1,224.32
			\$0.00	\$0.00	\$1,719.41	\$1,719.41	\$1,719.41	\$1,719.41	\$1,719.41		
10000 Kehrberg, Paul 3083	12/12/2014	1,308.91		.00	158.58	78.19	18.29	42.71	13.76	77.51	919.87
			.00	.00	1,256.26	1,261.26	1,261.26	1,256.26	1,256.26		
		\$1,308.91	\$0.00	\$0.00	\$158.58	\$78.19	\$18.29	\$42.71	\$13.76	\$77.51	\$919.87
			\$0.00	\$0.00	\$1,256.26	\$1,261.26	\$1,261.26	\$1,256.26	\$1,256.26		
10000 Lillard, Carmen 0306	12/12/2014	1,576.92		.00	89.64	81.28	19.01	42.42	13.66	296.12	1,034.79
			.00	.00	1,286.04	1,311.04	1,311.04	1,286.04	1,286.04		
		\$1,576.92	\$0.00	\$0.00	\$89.64	\$81.28	\$19.01	\$42.42	\$13.66	\$296.12	\$1,034.79
			\$0.00	\$0.00	\$1,286.04	\$1,311.04	\$1,311.04	\$1,286.04	\$1,286.04		
10000 Micuda, Thomas B 0337	12/12/2014	3,384.61		.00	522.54	202.58	47.38	98.70	31.79	443.09	2,038.53
			.00	.00	2,941.52	3,267.52	3,267.52	2,941.52	2,941.52		
		\$3,384.61	\$0.00	\$0.00	\$522.54	\$202.58	\$47.38	\$98.70	\$31.79	\$443.09	\$2,038.53
			\$0.00	\$0.00	\$2,941.52	\$3,267.52	\$3,267.52	\$2,941.52	\$2,941.52		
10000 Nickel, Nathan J 1802	12/12/2014	1,916.09		.00	287.14	107.70	25.19	52.65	16.96	475.64	950.81
			.00	.00	1,587.01	1,737.01	1,737.01	1,587.01	1,587.01		
		\$1,916.09	\$0.00	\$0.00	\$287.14	\$107.70	\$25.19	\$52.65	\$16.96	\$475.64	\$950.81
			\$0.00	\$0.00	\$1,587.01	\$1,737.01	\$1,737.01	\$1,587.01	\$1,587.01		
10000 Roach, James C 0414	12/12/2014	2,054.66		.00	174.15	115.90	27.11	62.88	20.25	255.63	1,398.74
			.00	.00	1,849.44	1,869.44	1,869.44	1,849.44	1,849.44		
		\$2,054.66	\$0.00	\$0.00	\$174.15	\$115.90	\$27.11	\$62.88	\$20.25	\$255.63	\$1,398.74
			\$0.00	\$0.00	\$1,849.44	\$1,869.44	\$1,869.44	\$1,849.44	\$1,849.44		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Robinson, Scott F 1637	12/12/2014	2,500.01		.00	230.96	150.55	35.21	74.45	23.98	283.92	1,700.94
			.00	.00	2,228.18	2,428.18	2,428.18	2,228.18	2,228.18		
		\$2,500.01	\$0.00	\$0.00	\$230.96	\$150.55	\$35.21	\$74.45	\$23.98	\$283.92	\$1,700.94
			\$0.00	\$0.00	\$2,228.18	\$2,428.18	\$2,428.18	\$2,228.18	\$2,228.18		
882 Rosenbarger, Elizabeth M	12/12/2014	1,556.92		.00	156.35	94.37	22.07	50.44	16.25	40.17	1,177.27
			.00	.00	1,522.12	1,522.12	1,522.12	1,522.12	1,522.12		
		\$1,556.92	\$0.00	\$0.00	\$156.35	\$94.37	\$22.07	\$50.44	\$16.25	\$40.17	\$1,177.27
			\$0.00	\$0.00	\$1,522.12	\$1,522.12	\$1,522.12	\$1,522.12	\$1,522.12		
10000 Shay, Patrick A 0447	12/12/2014	2,500.00		.00	381.31	147.35	34.46	79.50	25.60	168.68	1,663.10
			.00	.00	2,376.59	2,376.59	2,376.59	2,376.59	2,376.59		
		\$2,500.00	\$0.00	\$0.00	\$381.31	\$147.35	\$34.46	\$79.50	\$25.60	\$168.68	\$1,663.10
			\$0.00	\$0.00	\$2,376.59	\$2,376.59	\$2,376.59	\$2,376.59	\$2,376.59		
10000 Smethurst, Matthew L 0456	12/12/2014	1,846.15		.00	142.00	101.37	23.71	54.29	17.48	223.42	1,283.88
			.00	.00	1,635.10	1,635.10	1,635.10	1,635.10	1,635.10		
		\$1,846.15	\$0.00	\$0.00	\$142.00	\$101.37	\$23.71	\$54.29	\$17.48	\$223.42	\$1,283.88
			\$0.00	\$0.00	\$1,635.10	\$1,635.10	\$1,635.10	\$1,635.10	\$1,635.10		
10000 Thompson, Linda 2069	12/12/2014	1,879.06		.00	136.47	116.50	27.25	62.58	20.15	.00	1,516.11
			.00	.00	1,879.06	1,879.06	1,879.06	1,879.06	1,879.06		
		\$1,879.06	\$0.00	\$0.00	\$136.47	\$116.50	\$27.25	\$62.58	\$20.15	\$0.00	\$1,516.11
			\$0.00	\$0.00	\$1,879.06	\$1,879.06	\$1,879.06	\$1,879.06	\$1,879.06		
10000 White, Russell 0516	12/12/2014	1,557.15		.00	193.66	92.10	21.55	50.51	16.27	94.34	1,088.72
			.00	.00	1,485.60	1,485.60	1,485.60	1,485.60	1,485.60		
		\$1,557.15	\$0.00	\$0.00	\$193.66	\$92.10	\$21.55	\$50.51	\$16.27	\$94.34	\$1,088.72
			\$0.00	\$0.00	\$1,485.60	\$1,485.60	\$1,485.60	\$1,485.60	\$1,485.60		
Department Plan - Planning and		\$39,442.65	\$0.00	\$0.00	\$4,490.64	\$2,296.85	\$537.21	\$1,211.26	\$421.60	\$3,968.34	\$26,516.75
			\$0.00	\$0.00	\$36,170.77	\$37,046.77	\$37,046.77	\$36,170.77	\$36,170.77		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department PW - Public Works											
10000 Hrisomalos, Frank 0265	12/12/2014	80.46		.00	.00	4.98	1.17	2.74	.88	.00	70.69
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$0.00	\$4.98	\$1.17	\$2.74	\$0.88	\$0.00	\$70.69
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
10000 Johnson, Susan A 0284	12/12/2014	3,336.35		.00	506.77	205.77	48.12	104.33	32.64	353.05	2,085.67
			.00	.00	3,018.81	3,318.81	3,318.81	3,018.81	3,018.81		
		\$3,336.35	\$0.00	\$0.00	\$506.77	\$205.77	\$48.12	\$104.33	\$32.64	\$353.05	\$2,085.67
			\$0.00	\$0.00	\$3,018.81	\$3,318.81	\$3,318.81	\$3,018.81	\$3,018.81		
10000 McNamara, James P 0336	12/12/2014	80.46		.00	10.00	4.98	1.17	7.74	.88	.00	55.69
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$10.00	\$4.98	\$1.17	\$7.74	\$0.88	\$0.00	\$55.69
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
10000 Smith, Christina L 0202	12/12/2014	2,042.62		.00	297.04	119.29	27.90	64.57	20.80	236.17	1,276.85
			.00	.00	1,899.11	1,924.11	1,924.11	1,899.11	1,899.11		
		\$2,042.62	\$0.00	\$0.00	\$297.04	\$119.29	\$27.90	\$64.57	\$20.80	\$236.17	\$1,276.85
			\$0.00	\$0.00	\$1,899.11	\$1,924.11	\$1,924.11	\$1,899.11	\$1,899.11		
10000 Wason, Adam G 2982	12/12/2014	2,750.00		.00	433.54	151.60	35.45	83.13	26.77	424.48	1,595.03
			.00	.00	2,445.13	2,445.13	2,445.13	2,445.13	2,445.13		
		\$2,750.00	\$0.00	\$0.00	\$433.54	\$151.60	\$35.45	\$83.13	\$26.77	\$424.48	\$1,595.03
			\$0.00	\$0.00	\$2,445.13	\$2,445.13	\$2,445.13	\$2,445.13	\$2,445.13		
10000 Zietlow, Charlotte T 2110	12/12/2014	80.46		.00	.00	4.98	1.17	2.74	.88	.00	70.69
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$0.00	\$4.98	\$1.17	\$2.74	\$0.88	\$0.00	\$70.69
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
Department PW - Public Works Totals		\$8,370.35	\$0.00	\$0.00	\$1,247.35	\$491.60	\$114.98	\$265.25	\$82.85	\$1,013.70	\$5,154.62
			\$0.00	\$0.00	\$7,604.43	\$7,929.43	\$7,929.43	\$7,604.43	\$7,604.43		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Risk - Risk											
10000 Rose, Janice R 2345	12/12/2014	1,389.61		.00	94.95	73.23	17.13	40.16	12.93	222.85	928.36
			.00	.00	1,181.07	1,181.07	1,181.07	1,181.07	1,181.07		
		\$1,389.61	\$0.00	\$0.00	\$94.95	\$73.23	\$17.13	\$40.16	\$12.93	\$222.85	\$928.36
			\$0.00	\$0.00	\$1,181.07	\$1,181.07	\$1,181.07	\$1,181.07	\$1,181.07		
10000 Rouker, Michael M 3526	12/12/2014	2,561.66		.00	386.23	158.82	37.15	84.94	27.36	34.30	1,832.86
			.00	.00	2,536.66	2,561.66	2,561.66	2,536.66	2,536.66		
		\$2,561.66	\$0.00	\$0.00	\$386.23	\$158.82	\$37.15	\$84.94	\$27.36	\$34.30	\$1,832.86
			\$0.00	\$0.00	\$2,536.66	\$2,561.66	\$2,561.66	\$2,536.66	\$2,536.66		
10000 Wilson, Brian D 0677	12/12/2014	1,912.65		.00	236.37	105.33	24.63	90.21	17.78	361.53	1,076.80
			.00	.00	1,623.86	1,698.86	1,698.86	1,623.86	1,623.86		
		\$1,912.65	\$0.00	\$0.00	\$236.37	\$105.33	\$24.63	\$90.21	\$17.78	\$361.53	\$1,076.80
			\$0.00	\$0.00	\$1,623.86	\$1,698.86	\$1,698.86	\$1,623.86	\$1,623.86		
Department Risk - Risk Totals		\$5,863.92	\$0.00	\$0.00	\$717.55	\$337.38	\$78.91	\$215.31	\$58.07	\$618.68	\$3,838.02
			\$0.00	\$0.00	\$5,341.59	\$5,441.59	\$5,441.59	\$5,341.59	\$5,341.59		
Department Sanitation - Sanitation											
10000 Banks, Jason 3082	12/12/2014	1,590.14		.00	.00	95.60	22.36	49.76	16.02	229.05	1,177.35
			.00	.00	1,501.90	1,541.90	1,541.90	1,501.90	1,501.90		
		\$1,590.14	\$0.00	\$0.00	\$0.00	\$95.60	\$22.36	\$49.76	\$16.02	\$229.05	\$1,177.35
			\$0.00	\$0.00	\$1,501.90	\$1,541.90	\$1,541.90	\$1,501.90	\$1,501.90		
10000 Baugh, Dan 0063	12/12/2014	2,112.58		.00	340.09	128.41	30.03	70.43	22.68	66.65	1,454.29
			.00	.00	2,071.34	2,071.34	2,071.34	2,071.34	2,071.34		
		\$2,112.58	\$0.00	\$0.00	\$340.09	\$128.41	\$30.03	\$70.43	\$22.68	\$66.65	\$1,454.29
			\$0.00	\$0.00	\$2,071.34	\$2,071.34	\$2,071.34	\$2,071.34	\$2,071.34		
10000 Bruce, Roy L 3425	12/12/2014	1,775.05		.00	242.71	99.31	23.23	54.46	17.54	236.11	1,101.69
			.00	.00	1,601.82	1,601.82	1,601.82	1,601.82	1,601.82		
		\$1,775.05	\$0.00	\$0.00	\$242.71	\$99.31	\$23.23	\$54.46	\$17.54	\$236.11	\$1,101.69
			\$0.00	\$0.00	\$1,601.82	\$1,601.82	\$1,601.82	\$1,601.82	\$1,601.82		
584 Carter, Rhea L	12/12/2014	1,403.52		.00	171.66	83.29	19.48	45.68	14.71	78.57	990.13
			.00	.00	1,343.43	1,343.43	1,343.43	1,343.43	1,343.43		
		\$1,403.52	\$0.00	\$0.00	\$171.66	\$83.29	\$19.48	\$45.68	\$14.71	\$78.57	\$990.13
			\$0.00	\$0.00	\$1,343.43	\$1,343.43	\$1,343.43	\$1,343.43	\$1,343.43		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Chambers, Robert L 0101	12/12/2014	1,969.76		.00	304.77	119.66	27.99	64.31	20.71	85.91	1,346.41
			.00	.00	1,930.05	1,930.05	1,930.05	1,930.05	1,930.05		
		\$1,969.76	\$0.00	\$0.00	\$304.77	\$119.66	\$27.99	\$64.31	\$20.71	\$85.91	\$1,346.41
			\$0.00	\$0.00	\$1,930.05	\$1,930.05	\$1,930.05	\$1,930.05	\$1,930.05		
10000 Courter, Michael J 3810	12/12/2014	2,042.62		.00	.00	118.28	27.66	62.25	20.05	472.83	1,341.55
			.00	.00	1,907.68	1,907.68	1,907.68	1,907.68	1,907.68		
		\$2,042.62	\$0.00	\$0.00	\$0.00	\$118.28	\$27.66	\$62.25	\$20.05	\$472.83	\$1,341.55
			\$0.00	\$0.00	\$1,907.68	\$1,907.68	\$1,907.68	\$1,907.68	\$1,907.68		
10000 East, Robert R 2020	12/12/2014	2,009.76		.00	294.39	117.10	27.38	64.21	24.55	152.72	1,329.41
			.00	.00	1,888.54	1,888.54	1,888.54	1,888.54	1,888.54		
		\$2,009.76	\$0.00	\$0.00	\$294.39	\$117.10	\$27.38	\$64.21	\$24.55	\$152.72	\$1,329.41
			\$0.00	\$0.00	\$1,888.54	\$1,888.54	\$1,888.54	\$1,888.54	\$1,888.54		
880 Elkins, Bradley J	12/12/2014	1,650.24		.00	106.04	95.22	22.27	49.60	15.98	144.51	1,216.62
			.00	.00	1,535.81	1,535.81	1,535.81	1,535.81	1,535.81		
		\$1,650.24	\$0.00	\$0.00	\$106.04	\$95.22	\$22.27	\$49.60	\$15.98	\$144.51	\$1,216.62
			\$0.00	\$0.00	\$1,535.81	\$1,535.81	\$1,535.81	\$1,535.81	\$1,535.81		
10000 Flynn, Lowell D 0191	12/12/2014	1,601.32		.00	211.64	96.31	22.53	69.07	15.80	208.45	977.52
			.00	.00	1,443.32	1,553.32	1,553.32	1,443.32	1,443.32		
		\$1,601.32	\$0.00	\$0.00	\$211.64	\$96.31	\$22.53	\$69.07	\$15.80	\$208.45	\$977.52
			\$0.00	\$0.00	\$1,443.32	\$1,553.32	\$1,553.32	\$1,443.32	\$1,443.32		
10000 Fulford, Kevin D 3001	12/12/2014	2,034.14		.00	222.91	126.12	29.50	69.16	22.27	23.76	1,540.42
			.00	.00	2,034.14	2,034.14	2,034.14	2,034.14	2,034.14		
		\$2,034.14	\$0.00	\$0.00	\$222.91	\$126.12	\$29.50	\$69.16	\$22.27	\$23.76	\$1,540.42
			\$0.00	\$0.00	\$2,034.14	\$2,034.14	\$2,034.14	\$2,034.14	\$2,034.14		
10000 Hatchett, Keven D 2749	12/12/2014	1,639.16		.00	129.63	87.55	20.48	48.02	33.83	319.53	1,000.12
			.00	.00	1,412.27	1,412.27	1,412.27	1,412.27	1,412.27		
		\$1,639.16	\$0.00	\$0.00	\$129.63	\$87.55	\$20.48	\$48.02	\$33.83	\$319.53	\$1,000.12
			\$0.00	\$0.00	\$1,412.27	\$1,412.27	\$1,412.27	\$1,412.27	\$1,412.27		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Jackson, Robert L III 2816	12/12/2014	2,020.36		.00	222.66	121.87	28.51	75.53	21.10	164.94	1,385.75
			.00	.00	1,965.84	1,965.84	1,965.84	1,965.84	1,965.84		
		\$2,020.36		\$0.00	\$222.66	\$121.87	\$28.51	\$75.53	\$21.10	\$164.94	\$1,385.75
			\$0.00	\$0.00	\$1,965.84	\$1,965.84	\$1,965.84	\$1,965.84	\$1,965.84		
10000 Konermann, Casey J 2770	12/12/2014	2,038.20		.00	176.01	115.43	27.01	60.69	17.85	382.74	1,258.47
			.00	.00	1,861.83	1,861.83	1,861.83	1,861.83	1,861.83		
		\$2,038.20		\$0.00	\$176.01	\$115.43	\$27.01	\$60.69	\$17.85	\$382.74	\$1,258.47
			\$0.00	\$0.00	\$1,861.83	\$1,861.83	\$1,861.83	\$1,861.83	\$1,861.83		
10000 Livingston, Earl L 0309	12/12/2014	1,914.24		.00	179.58	108.21	25.31	59.34	19.11	191.95	1,330.74
			.00	.00	1,745.25	1,745.25	1,745.25	1,745.25	1,745.25		
		\$1,914.24		\$0.00	\$179.58	\$108.21	\$25.31	\$59.34	\$19.11	\$191.95	\$1,330.74
			\$0.00	\$0.00	\$1,745.25	\$1,745.25	\$1,745.25	\$1,745.25	\$1,745.25		
10000 Morris, Jeffery W 1352	12/12/2014	2,043.68		.00	.00	95.37	22.30	52.30	26.92	562.22	1,284.57
			.00	.00	1,538.11	1,538.11	1,538.11	1,538.11	1,538.11		
		\$2,043.68		\$0.00	\$0.00	\$95.37	\$22.30	\$52.30	\$26.92	\$562.22	\$1,284.57
			\$0.00	\$0.00	\$1,538.11	\$1,538.11	\$1,538.11	\$1,538.11	\$1,538.11		
10000 Morrow, Joe E Jr 3002	12/12/2014	2,034.14		.00	559.67	112.38	26.28	57.70	18.58	255.38	1,004.15
			.00	.00	1,812.55	1,812.55	1,812.55	1,812.55	1,812.55		
		\$2,034.14		\$0.00	\$559.67	\$112.38	\$26.28	\$57.70	\$18.58	\$255.38	\$1,004.15
			\$0.00	\$0.00	\$1,812.55	\$1,812.55	\$1,812.55	\$1,812.55	\$1,812.55		
10000 Porter Jr, William A 1326	12/12/2014	2,043.68		.00	298.70	113.20	26.47	62.08	19.99	259.73	1,263.51
			.00	.00	1,825.75	1,825.75	1,825.75	1,825.75	1,825.75		
		\$2,043.68		\$0.00	\$298.70	\$113.20	\$26.47	\$62.08	\$19.99	\$259.73	\$1,263.51
			\$0.00	\$0.00	\$1,825.75	\$1,825.75	\$1,825.75	\$1,825.75	\$1,825.75		
10000 Porter, William K 3080	12/12/2014	1,243.53		.00	156.67	77.10	18.04	42.28	13.62	.00	935.82
			.00	.00	1,243.53	1,243.53	1,243.53	1,243.53	1,243.53		
		\$1,243.53		\$0.00	\$156.67	\$77.10	\$18.04	\$42.28	\$13.62	\$0.00	\$935.82
			\$0.00	\$0.00	\$1,243.53	\$1,243.53	\$1,243.53	\$1,243.53	\$1,243.53		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Richardson, Eric 0816	12/12/2014	1,811.54		.00	219.60	98.55	23.06	54.04	17.40	230.21	1,168.68
			.00	.00	1,589.37	1,589.37	1,589.37	1,589.37	1,589.37		
		\$1,811.54	\$0.00	\$0.00	\$219.60	\$98.55	\$23.06	\$54.04	\$17.40	\$230.21	\$1,168.68
			\$0.00	\$0.00	\$1,589.37	\$1,589.37	\$1,589.37	\$1,589.37	\$1,589.37		
10000 Shipley, Britt J 0449	12/12/2014	1,941.39		.00	297.57	112.92	26.41	61.92	19.94	402.57	1,020.06
			.00	.00	1,821.24	1,821.24	1,821.24	1,821.24	1,821.24		
		\$1,941.39	\$0.00	\$0.00	\$297.57	\$112.92	\$26.41	\$61.92	\$19.94	\$402.57	\$1,020.06
			\$0.00	\$0.00	\$1,821.24	\$1,821.24	\$1,821.24	\$1,821.24	\$1,821.24		
458 Sparks, Larry	12/12/2014	1,713.99		.00	251.57	94.47	22.09	51.80	7.61	227.72	1,058.73
			.00	.00	1,523.64	1,523.64	1,523.64	1,523.64	1,523.64		
		\$1,713.99	\$0.00	\$0.00	\$251.57	\$94.47	\$22.09	\$51.80	\$7.61	\$227.72	\$1,058.73
			\$0.00	\$0.00	\$1,523.64	\$1,523.64	\$1,523.64	\$1,523.64	\$1,523.64		
38 Todd, Roger D	12/12/2014	1,871.96		.00	202.51	111.71	26.13	57.34	18.47	193.37	1,262.43
			.00	.00	1,801.79	1,801.79	1,801.79	1,801.79	1,801.79		
		\$1,871.96	\$0.00	\$0.00	\$202.51	\$111.71	\$26.13	\$57.34	\$18.47	\$193.37	\$1,262.43
			\$0.00	\$0.00	\$1,801.79	\$1,801.79	\$1,801.79	\$1,801.79	\$1,801.79		
10000 Walker, Shelby 3089	12/12/2014	2,186.37		.00	282.97	122.96	28.76	66.12	31.51	235.13	1,418.92
			.00	.00	1,983.23	1,983.23	1,983.23	1,983.23	1,983.23		
		\$2,186.37	\$0.00	\$0.00	\$282.97	\$122.96	\$28.76	\$66.12	\$31.51	\$235.13	\$1,418.92
			\$0.00	\$0.00	\$1,983.23	\$1,983.23	\$1,983.23	\$1,983.23	\$1,983.23		
10000 Whaley, Joseph H 0515	12/12/2014	1,658.08		.00	225.73	100.06	23.40	54.87	16.14	71.68	1,166.20
			.00	.00	1,613.87	1,613.87	1,613.87	1,613.87	1,613.87		
		\$1,658.08	\$0.00	\$0.00	\$225.73	\$100.06	\$23.40	\$54.87	\$16.14	\$71.68	\$1,166.20
			\$0.00	\$0.00	\$1,613.87	\$1,613.87	\$1,613.87	\$1,613.87	\$1,613.87		
Department Sanitation - Sanitation		\$44,349.45	\$0.00	\$0.00	\$5,097.08	\$2,551.08	\$596.68	\$1,402.96	\$472.38	\$5,195.73	\$29,033.54
			\$0.00	\$0.00	\$40,996.30	\$41,146.30	\$41,146.30	\$40,996.30	\$40,996.30		
Department Street - Street											
10000 Albright, Earl 0046	12/12/2014	1,568.81		.00	129.61	87.54	20.48	48.01	14.20	219.05	1,049.92
			.00	.00	1,412.14	1,412.14	1,412.14	1,412.14	1,412.14		
		\$1,568.81	\$0.00	\$0.00	\$129.61	\$87.54	\$20.48	\$48.01	\$14.20	\$219.05	\$1,049.92
			\$0.00	\$0.00	\$1,412.14	\$1,412.14	\$1,412.14	\$1,412.14	\$1,412.14		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
499 Allgood, Bryan M	12/12/2014	675.36		.00	71.45	41.86	9.79	22.96	8.78	.00	520.52
			.00	.00	675.36	675.36	675.36	675.36	675.36		
		\$675.36	\$0.00	\$0.00	\$71.45	\$41.86	\$9.79	\$22.96	\$8.78	\$0.00	\$520.52
			\$0.00	\$0.00	\$675.36	\$675.36	\$675.36	\$675.36	\$675.36		
10000 Arnold, Mark A 1118	12/12/2014	1,513.60		.00	191.65	91.56	21.41	50.21	16.17	113.59	1,029.01
			.00	.00	1,476.73	1,476.73	1,476.73	1,476.73	1,476.73		
		\$1,513.60	\$0.00	\$0.00	\$191.65	\$91.56	\$21.41	\$50.21	\$16.17	\$113.59	\$1,029.01
			\$0.00	\$0.00	\$1,476.73	\$1,476.73	\$1,476.73	\$1,476.73	\$1,476.73		
467 Arthur, Ronald R	12/12/2014	1,803.85		.00	155.25	98.15	22.95	52.52	16.91	238.03	1,220.04
			.00	.00	1,583.05	1,583.05	1,583.05	1,583.05	1,583.05		
		\$1,803.85	\$0.00	\$0.00	\$155.25	\$98.15	\$22.95	\$52.52	\$16.91	\$238.03	\$1,220.04
			\$0.00	\$0.00	\$1,583.05	\$1,583.05	\$1,583.05	\$1,583.05	\$1,583.05		
347 Birch, John B	12/12/2014	741.69		.00	60.34	45.98	10.75	23.91	7.70	.00	593.01
			.00	.00	741.69	741.69	741.69	741.69	741.69		
		\$741.69	\$0.00	\$0.00	\$60.34	\$45.98	\$10.75	\$23.91	\$7.70	\$0.00	\$593.01
			\$0.00	\$0.00	\$741.69	\$741.69	\$741.69	\$741.69	\$741.69		
10000 Brewer, Troy A 0078	12/12/2014	1,658.11		.00	132.47	88.74	20.75	48.66	15.67	257.88	1,093.94
			.00	.00	1,431.22	1,431.22	1,431.22	1,431.22	1,431.22		
		\$1,658.11	\$0.00	\$0.00	\$132.47	\$88.74	\$20.75	\$48.66	\$15.67	\$257.88	\$1,093.94
			\$0.00	\$0.00	\$1,431.22	\$1,431.22	\$1,431.22	\$1,431.22	\$1,431.22		
10000 Capps, Phillip D 2734	12/12/2014	1,524.80		.00	146.51	94.54	22.12	51.84	16.70	45.35	1,147.74
			.00	.00	1,524.80	1,524.80	1,524.80	1,524.80	1,524.80		
		\$1,524.80	\$0.00	\$0.00	\$146.51	\$94.54	\$22.12	\$51.84	\$16.70	\$45.35	\$1,147.74
			\$0.00	\$0.00	\$1,524.80	\$1,524.80	\$1,524.80	\$1,524.80	\$1,524.80		
579 Carroll, Tony E	12/12/2014	1,498.29		.00	167.80	90.40	21.15	48.27	15.55	58.46	1,096.66
			.00	.00	1,458.12	1,458.12	1,458.12	1,458.12	1,458.12		
		\$1,498.29	\$0.00	\$0.00	\$167.80	\$90.40	\$21.15	\$48.27	\$15.55	\$58.46	\$1,096.66
			\$0.00	\$0.00	\$1,458.12	\$1,458.12	\$1,458.12	\$1,458.12	\$1,458.12		
10000 Combs, Levi M 1696	12/12/2014	1,497.60		.00	183.75	88.29	20.65	48.42	15.59	105.83	1,035.07
			.00	.00	1,424.02	1,424.02	1,424.02	1,424.02	1,424.02		
		\$1,497.60	\$0.00	\$0.00	\$183.75	\$88.29	\$20.65	\$48.42	\$15.59	\$105.83	\$1,035.07
			\$0.00	\$0.00	\$1,424.02	\$1,424.02	\$1,424.02	\$1,424.02	\$1,424.02		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Corns, Frank L 0121	12/12/2014	1,531.21		.00	189.99	91.64	21.43	49.83	14.66	108.99	1,054.67
			.00	.00	1,465.66	1,478.16	1,478.16	1,465.66	1,465.66		
		\$1,531.21	\$0.00	\$0.00	\$189.99	\$91.64	\$21.43	\$49.83	\$14.66	\$108.99	\$1,054.67
			\$0.00	\$0.00	\$1,465.66	\$1,478.16	\$1,478.16	\$1,465.66	\$1,465.66		
878 Cowden, Jason S	12/12/2014	771.84		.00	43.80	47.85	11.19	24.94	8.03	.00	636.03
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$43.80	\$47.85	\$11.19	\$24.94	\$8.03	\$0.00	\$636.03
			\$0.00	\$0.00	\$771.84	\$771.84	\$771.84	\$771.84	\$771.84		
679 Farr, Michael	12/12/2014	771.84		.00	69.86	47.85	11.19	26.24	8.45	156.00	452.25
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$69.86	\$47.85	\$11.19	\$26.24	\$8.45	\$156.00	\$452.25
			\$0.00	\$0.00	\$771.84	\$771.84	\$771.84	\$771.84	\$771.84		
10000 Floyd, John 0190	12/12/2014	1,531.20		.00	78.60	83.88	19.62	43.38	13.97	262.63	1,029.12
			.00	.00	1,352.87	1,352.87	1,352.87	1,352.87	1,352.87		
		\$1,531.20	\$0.00	\$0.00	\$78.60	\$83.88	\$19.62	\$43.38	\$13.97	\$262.63	\$1,029.12
			\$0.00	\$0.00	\$1,352.87	\$1,352.87	\$1,352.87	\$1,352.87	\$1,352.87		
630 Flynn, Douglas D	12/12/2014	1,367.20		.00	79.23	75.42	17.64	40.06	12.90	266.50	875.45
			.00	.00	1,216.64	1,216.64	1,216.64	1,216.64	1,216.64		
		\$1,367.20	\$0.00	\$0.00	\$79.23	\$75.42	\$17.64	\$40.06	\$12.90	\$266.50	\$875.45
			\$0.00	\$0.00	\$1,216.64	\$1,216.64	\$1,216.64	\$1,216.64	\$1,216.64		
806 Foster, Christopher B	12/12/2014	762.80		.00	63.51	47.28	11.06	24.63	7.93	.00	608.39
			.00	.00	762.80	762.80	762.80	762.80	762.80		
		\$762.80	\$0.00	\$0.00	\$63.51	\$47.28	\$11.06	\$24.63	\$7.93	\$0.00	\$608.39
			\$0.00	\$0.00	\$762.80	\$762.80	\$762.80	\$762.80	\$762.80		
10000 Harden, M Troy 1470	12/12/2014	1,505.60		.00	120.78	87.00	20.35	46.01	14.82	230.56	986.08
			.00	.00	1,353.26	1,403.26	1,403.26	1,353.26	1,353.26		
		\$1,505.60	\$0.00	\$0.00	\$120.78	\$87.00	\$20.35	\$46.01	\$14.82	\$230.56	\$986.08
			\$0.00	\$0.00	\$1,353.26	\$1,403.26	\$1,403.26	\$1,353.26	\$1,353.26		
10000 Henson, Gerald Scott 1105	12/12/2014	1,558.40		.00	198.15	93.22	21.80	51.12	26.31	95.74	1,072.06
			.00	.00	1,503.55	1,503.55	1,503.55	1,503.55	1,503.55		
		\$1,558.40	\$0.00	\$0.00	\$198.15	\$93.22	\$21.80	\$51.12	\$26.31	\$95.74	\$1,072.06
			\$0.00	\$0.00	\$1,503.55	\$1,503.55	\$1,503.55	\$1,503.55	\$1,503.55		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
713 Hill, William C	12/12/2014	771.84		.00	85.92	47.85	11.19	26.24	8.45	96.00	496.19
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$85.92	\$47.85	\$11.19	\$26.24	\$8.45	\$96.00	\$496.19
			\$0.00	\$0.00	\$771.84	\$771.84	\$771.84	\$771.84	\$771.84		
10000 Howe, Vernon J 0264	12/12/2014	1,628.80		.00	214.06	97.93	22.90	51.98	16.74	130.83	1,094.36
			.00	.00	1,567.19	1,579.45	1,579.45	1,567.19	1,567.19		
		\$1,628.80	\$0.00	\$0.00	\$214.06	\$97.93	\$22.90	\$51.98	\$16.74	\$130.83	\$1,094.36
			\$0.00	\$0.00	\$1,567.19	\$1,579.45	\$1,579.45	\$1,567.19	\$1,567.19		
10000 Hupp, Greg A 0272	12/12/2014	1,567.20		.00	133.73	92.66	21.67	48.95	15.76	158.17	1,096.26
			.00	.00	1,439.59	1,494.59	1,494.59	1,439.59	1,439.59		
		\$1,567.20	\$0.00	\$0.00	\$133.73	\$92.66	\$21.67	\$48.95	\$15.76	\$158.17	\$1,096.26
			\$0.00	\$0.00	\$1,439.59	\$1,494.59	\$1,494.59	\$1,439.59	\$1,439.59		
10000 Ingalls, John 0275	12/12/2014	1,587.20		.00	189.60	90.71	21.21	49.74	16.02	209.43	1,010.49
			.00	.00	1,463.01	1,463.01	1,463.01	1,463.01	1,463.01		
		\$1,587.20	\$0.00	\$0.00	\$189.60	\$90.71	\$21.21	\$49.74	\$16.02	\$209.43	\$1,010.49
			\$0.00	\$0.00	\$1,463.01	\$1,463.01	\$1,463.01	\$1,463.01	\$1,463.01		
10000 Jacobs, Loren P 2064	12/12/2014	1,550.40		.00	183.37	88.13	20.61	47.02	15.14	148.76	1,047.37
			.00	.00	1,421.48	1,421.48	1,421.48	1,421.48	1,421.48		
		\$1,550.40	\$0.00	\$0.00	\$183.37	\$88.13	\$20.61	\$47.02	\$15.14	\$148.76	\$1,047.37
			\$0.00	\$0.00	\$1,421.48	\$1,421.48	\$1,421.48	\$1,421.48	\$1,421.48		
10000 James, Daniel L 1162	12/12/2014	1,655.20		.00	190.26	99.68	23.31	53.36	17.18	75.01	1,196.40
			.00	.00	1,607.83	1,607.83	1,607.83	1,607.83	1,607.83		
		\$1,655.20	\$0.00	\$0.00	\$190.26	\$99.68	\$23.31	\$53.36	\$17.18	\$75.01	\$1,196.40
			\$0.00	\$0.00	\$1,607.83	\$1,607.83	\$1,607.83	\$1,607.83	\$1,607.83		
10000 Langley, Jim N 3067	12/12/2014	1,524.80		.00	201.69	91.58	21.42	50.22	16.17	165.18	978.54
			.00	.00	1,476.98	1,476.98	1,476.98	1,476.98	1,476.98		
		\$1,524.80	\$0.00	\$0.00	\$201.69	\$91.58	\$21.42	\$50.22	\$16.17	\$165.18	\$978.54
			\$0.00	\$0.00	\$1,476.98	\$1,476.98	\$1,476.98	\$1,476.98	\$1,476.98		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
726 Lentz, Jordan B	12/12/2014	624.11		.00	30.49	38.70	9.05	21.22	6.83	.00	517.82
			.00	.00	624.11	624.11	624.11	624.11	624.11		
		\$624.11	\$0.00	\$0.00	\$30.49	\$38.70	\$9.05	\$21.22	\$6.83	\$0.00	\$517.82
			\$0.00	\$0.00	\$624.11	\$624.11	\$624.11	\$624.11	\$624.11		
10000 Lopossa, Stanley R 0314	12/12/2014	1,628.80		.00	158.91	87.26	20.41	47.86	18.30	270.02	1,026.04
			.00	.00	1,407.50	1,407.50	1,407.50	1,407.50	1,407.50		
		\$1,628.80	\$0.00	\$0.00	\$158.91	\$87.26	\$20.41	\$47.86	\$18.30	\$270.02	\$1,026.04
			\$0.00	\$0.00	\$1,407.50	\$1,407.50	\$1,407.50	\$1,407.50	\$1,407.50		
10000 Lutes, Michael B 0318	12/12/2014	1,655.21		.00	145.01	102.62	24.00	56.28	18.12	20.00	1,289.18
			.00	.00	1,655.21	1,655.21	1,655.21	1,655.21	1,655.21		
		\$1,655.21	\$0.00	\$0.00	\$145.01	\$102.62	\$24.00	\$56.28	\$18.12	\$20.00	\$1,289.18
			\$0.00	\$0.00	\$1,655.21	\$1,655.21	\$1,655.21	\$1,655.21	\$1,655.21		
632 Mack, Jason D	12/12/2014	771.84		.00	43.80	47.86	11.20	24.94	8.03	150.00	486.01
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$43.80	\$47.86	\$11.20	\$24.94	\$8.03	\$150.00	\$486.01
			\$0.00	\$0.00	\$771.84	\$771.84	\$771.84	\$771.84	\$771.84		
871 McMullen, Daniel J	12/12/2014	385.92		.00	2.05	23.93	5.61	15.43	4.23	.00	334.67
			.00	.00	385.92	385.92	385.92	385.92	385.92		
		\$385.92	\$0.00	\$0.00	\$2.05	\$23.93	\$5.61	\$15.43	\$4.23	\$0.00	\$334.67
			\$0.00	\$0.00	\$385.92	\$385.92	\$385.92	\$385.92	\$385.92		
696 Nelson, John C	12/12/2014	771.84		.00	31.22	47.85	11.19	24.94	8.03	80.00	568.61
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$31.22	\$47.85	\$11.19	\$24.94	\$8.03	\$80.00	\$568.61
			\$0.00	\$0.00	\$771.84	\$771.84	\$771.84	\$771.84	\$771.84		
10000 Partlow, Norma L 3326	12/12/2014	1,479.20		.00	176.71	85.38	19.97	50.51	13.39	138.19	995.05
			.00	.00	1,377.13	1,377.13	1,377.13	1,377.13	1,377.13		
		\$1,479.20	\$0.00	\$0.00	\$176.71	\$85.38	\$19.97	\$50.51	\$13.39	\$138.19	\$995.05
			\$0.00	\$0.00	\$1,377.13	\$1,377.13	\$1,377.13	\$1,377.13	\$1,377.13		
10000 Payton, Ronald K 1099	12/12/2014	1,542.40		.00	186.18	89.28	20.88	46.35	14.93	164.90	1,019.88
			.00	.00	1,440.24	1,440.24	1,440.24	1,440.24	1,440.24		
		\$1,542.40	\$0.00	\$0.00	\$186.18	\$89.28	\$20.88	\$46.35	\$14.93	\$164.90	\$1,019.88
			\$0.00	\$0.00	\$1,440.24	\$1,440.24	\$1,440.24	\$1,440.24	\$1,440.24		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Pursell, Larry M 2636	12/12/2014	1,524.80		.00	59.62	74.16	17.34	40.67	13.10	371.47	948.44
			.00	.00	1,196.18	1,196.18	1,196.18	1,196.18	1,196.18		
		\$1,524.80	\$0.00	\$0.00	\$59.62	\$74.16	\$17.34	\$40.67	\$13.10	\$371.47	\$948.44
			\$0.00	\$0.00	\$1,196.18	\$1,196.18	\$1,196.18	\$1,196.18	\$1,196.18		
868 Rains, Landon S	12/12/2014	1,330.40		.00	28.38	72.20	16.89	34.37	11.07	176.50	990.99
			.00	.00	1,164.60	1,164.60	1,164.60	1,164.60	1,164.60		
		\$1,330.40	\$0.00	\$0.00	\$28.38	\$72.20	\$16.89	\$34.37	\$11.07	\$176.50	\$990.99
			\$0.00	\$0.00	\$1,164.60	\$1,164.60	\$1,164.60	\$1,164.60	\$1,164.60		
10000 Reynolds, John 1434	12/12/2014	1,560.80		.00	204.64	94.84	22.18	52.00	16.75	67.13	1,103.26
			.00	.00	1,529.53	1,529.53	1,529.53	1,529.53	1,529.53		
		\$1,560.80	\$0.00	\$0.00	\$204.64	\$94.84	\$22.18	\$52.00	\$16.75	\$67.13	\$1,103.26
			\$0.00	\$0.00	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53		
10000 Ruble, Dareal L 0421	12/12/2014	1,567.20		.00	202.15	94.21	22.03	51.67	16.64	117.79	1,062.71
			.00	.00	1,519.56	1,519.56	1,519.56	1,519.56	1,519.56		
		\$1,567.20	\$0.00	\$0.00	\$202.15	\$94.21	\$22.03	\$51.67	\$16.64	\$117.79	\$1,062.71
			\$0.00	\$0.00	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56		
10000 Sanders, Daniel L 0430	12/12/2014	1,531.20		.00	98.72	92.19	21.56	46.63	12.95	79.01	1,180.14
			.00	.00	1,486.95	1,486.95	1,486.95	1,486.95	1,486.95		
		\$1,531.20	\$0.00	\$0.00	\$98.72	\$92.19	\$21.56	\$46.63	\$12.95	\$79.01	\$1,180.14
			\$0.00	\$0.00	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95		
10000 Stinson, Michael L 1384	12/12/2014	1,658.71		.00	185.78	89.13	20.84	48.88	15.74	266.16	1,032.18
			.00	.00	1,437.54	1,437.54	1,437.54	1,437.54	1,437.54		
		\$1,658.71	\$0.00	\$0.00	\$185.78	\$89.13	\$20.84	\$48.88	\$15.74	\$266.16	\$1,032.18
			\$0.00	\$0.00	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54		
10000 Van Deventer, Joseph 2325 D	12/12/2014	2,550.00		.00	430.97	155.61	36.39	81.48	26.24	135.00	1,684.31
			.00	.00	2,434.83	2,509.83	2,509.83	2,434.83	2,434.83		
		\$2,550.00	\$0.00	\$0.00	\$430.97	\$155.61	\$36.39	\$81.48	\$26.24	\$135.00	\$1,684.31
			\$0.00	\$0.00	\$2,434.83	\$2,509.83	\$2,509.83	\$2,434.83	\$2,434.83		



Payroll Register - Board of Public Works

Check Date Range 12/12/14 - 12/12/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
600 Wahl, Jordan J	12/12/2014	675.36		.00	71.45	41.88	9.79	22.96	7.40	.00	521.88
			.00	.00	675.36	675.36	675.36	675.36	675.36		
		\$675.36	\$0.00	\$0.00	\$71.45	\$41.88	\$9.79	\$22.96	\$7.40	\$0.00	\$521.88
			\$0.00	\$0.00	\$675.36	\$675.36	\$675.36	\$675.36	\$675.36		
727 Waldon, Jeffrey B	12/12/2014	675.36		.00	2.92	41.87	9.80	21.65	6.97	.00	592.15
			.00	.00	675.36	675.36	675.36	675.36	675.36		
		\$675.36	\$0.00	\$0.00	\$2.92	\$41.87	\$9.80	\$21.65	\$6.97	\$0.00	\$592.15
			\$0.00	\$0.00	\$675.36	\$675.36	\$675.36	\$675.36	\$675.36		
10000 Williams, Jon P 0519	12/12/2014	1,655.20		.00	155.57	98.27	22.99	53.90	27.74	140.24	1,156.49
			.00	.00	1,585.24	1,585.24	1,585.24	1,585.24	1,585.24		
		\$1,655.20	\$0.00	\$0.00	\$155.57	\$98.27	\$22.99	\$53.90	\$27.74	\$140.24	\$1,156.49
			\$0.00	\$0.00	\$1,585.24	\$1,585.24	\$1,585.24	\$1,585.24	\$1,585.24		
10000 Workman, Danna J 0532	12/12/2014	1,557.75		.00	167.24	87.67	20.50	44.68	14.39	303.66	919.61
			.00	.00	1,313.99	1,413.99	1,413.99	1,313.99	1,313.99		
		\$1,557.75	\$0.00	\$0.00	\$167.24	\$87.67	\$20.50	\$44.68	\$14.39	\$303.66	\$919.61
			\$0.00	\$0.00	\$1,313.99	\$1,413.99	\$1,413.99	\$1,313.99	\$1,313.99		
10000 Workman, Jeffrey L 0533	12/12/2014	1,655.21		.00	213.21	98.88	23.13	53.17	17.12	125.16	1,124.54
			.00	.00	1,563.79	1,595.04	1,595.04	1,563.79	1,563.79		
		\$1,655.21	\$0.00	\$0.00	\$213.21	\$98.88	\$23.13	\$53.17	\$17.12	\$125.16	\$1,124.54
			\$0.00	\$0.00	\$1,563.79	\$1,595.04	\$1,595.04	\$1,563.79	\$1,563.79		
669 Young, Cory B	12/12/2014	675.36		.00	50.39	41.87	9.79	22.96	7.40	.00	542.95
			.00	.00	675.36	675.36	675.36	675.36	675.36		
		\$675.36	\$0.00	\$0.00	\$50.39	\$41.87	\$9.79	\$22.96	\$7.40	\$0.00	\$542.95
			\$0.00	\$0.00	\$675.36	\$675.36	\$675.36	\$675.36	\$675.36		
Department Street - Street Totals		\$60,044.31	\$0.00	\$0.00	\$5,926.79	\$3,515.40	\$822.18	\$1,891.07	\$625.17	\$5,747.22	\$41,516.48
			\$0.00	\$0.00	\$56,365.59	\$56,701.60	\$56,701.60	\$56,365.59	\$56,365.59		
Grand Totals		\$341,911.73	\$0.00	\$0.00	\$37,038.22	\$19,782.79	\$4,626.79	\$10,592.35	\$3,482.66	\$39,111.59	\$227,277.33
			\$0.00	\$0.00	\$310,902.42	\$319,079.28	\$319,079.28	\$310,902.42	\$310,902.42		

***** Multiple Taxes or Deductions Exist.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/12/2014	Payroll				341,911.73
					<u>341,911.73</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 341,911.73**

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Office _____



Board of Public Works Staff Memo

Project/Event: Claims Register

Meeting Date: December 16, 2014

The Claims Register was not completed in time to include it in the packet. It's estimated completion date is Monday, December 15, 2014 and available at the work session.