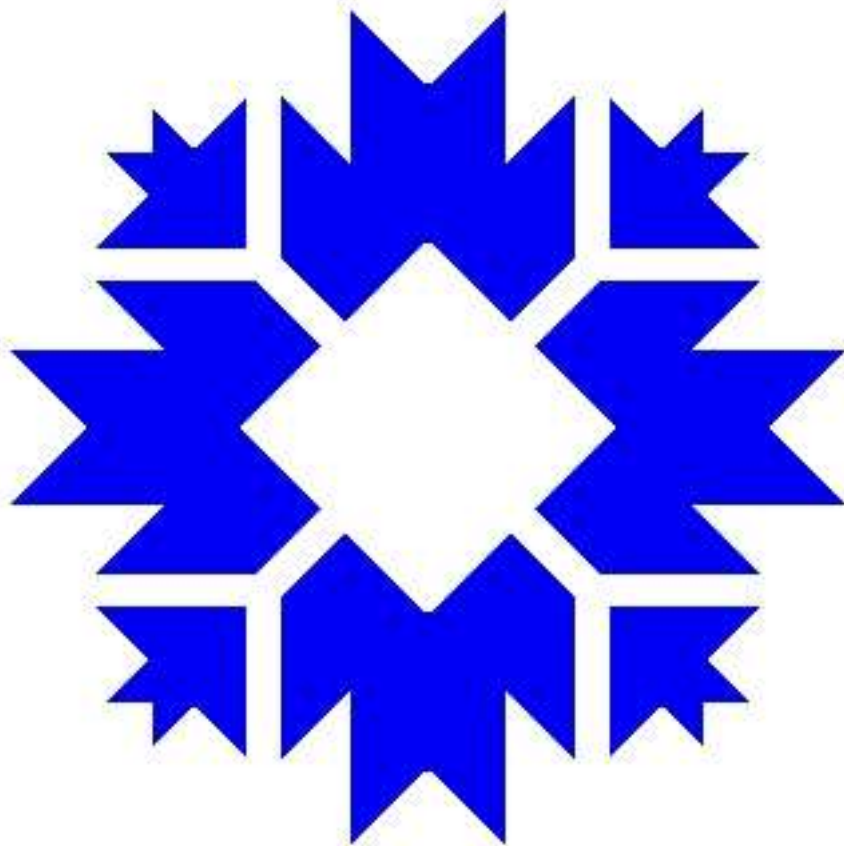


# **Board of Public Works Meeting**

**January 23, 2018**



**REVISED AGENDA  
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, January 23, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. **MESSAGES FROM BOARD MEMBERS**
- II. **PETITIONS & REMONSTRANCES**
- III. **CONSENT AGENDA**
  - 1. **Approval of Minutes – January 9, 2018**
  - 2. **Resolution 2018-04: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (Kebab on Wheels.)**
  - 3. **Resolution 2018-05: Use of Public Streets for Hoosier Half Marathon and 5K 2018 (Saturday, 4/14)**
  - 4. **Use of Showers Common and Public Streets for Bloomington Community Farmers’ Market (Tuesdays & Saturdays, 4/7/18-11/24/18)**
  - 5. **Approval of Payroll**
- IV. **NEW BUSINESS**
  - 1. **Approve Change Order #1 for the Right of Way Clearing Contract at Tapp Road and Rockport Road**
  - 2. **Resolution 2018-03: Public Need to Purchase Right-of-Way and Design Contract Supplement for Preliminary Engineering Services for the 2<sup>nd</sup>-Bloomfield Multimodal Safety Improvements Project**
- V. **STAFF REPORTS & OTHER BUSINESS**
- VI. **APPROVAL OF CLAIMS**
- VII. **ADJOURNMENT**

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

The Board of Public Works meeting was held on Tuesday, January 9, 2018 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Kelly Boatman

ROLL CALL

City Staff: Matt Smethurst – Planning and Transportation  
Roy Aten – Planning and Transportation  
Dan Backler – Planning and Transportation  
Ryan Daily – Parking Garage Operations  
Adam Wason – Public Works  
Jackie Moore – City Legal

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**OPEN SEALED BIDS  
AND QUOTES**

1. Approval of Minutes – December 12, 2017
2. Resolution 2018-01: Use of City Street for Middle Way House’s Love Songs for a Lasting World (Saturday, 2/24)
3. Request for Noise Permits for 2018 Parks & Recreation Events
4. Re-Approval of Miller Addition Plat
5. Extension Request from H.M. Mac to Temporarily Close a Portion of N. College Avenue for the Notting Hill Residences Development
6. Resolution 2017-100: To Dispose of Surplus Personal Property Owned by the City of Bloomington
7. Approval of Payroll for 1/5/18 in the amount of \$408,385.12

**CONSENT AGENDA**

Boatman made a motion to approve the items on the Consent Agenda, with corrections to the minutes. Cox Deckard seconded. The motion passed. Consent Agenda approved.

**NEW BUSINESS**

Matt Smethurst, with Planning and Transportation, presented

**Approve Change Order  
#3 through #6 for**

Change Order #3 through #6 for 2nd/College and 3rd/Woodscrest Signal Replacement Project. See meeting packet for further details.

**2<sup>nd</sup>/College and  
3<sup>rd</sup>/Woodscrest Signal  
Replacement Project**

Boatman asked if the project is now complete.

Smethurst explained there are only a few items to finish.

Boatman made a motion to approve Change Order #3 through #6 for 2nd/College and 3rd/Woodscrest Signal Replacement Project. Cox Deckard seconded. The motion passed. Change order approved.

Roy Aten, with Planning and Transportation, presented the Time Extension Change Order for Sare/Rogers Roundabout Project. See meeting packet for further details.

**Approve Time Extension  
Change Order for  
Sare/Rogers Roundabout  
Project**

Boatman asked if the project is complete.

Aten explained this change order is for recording purposes only.

Boatman made a motion to approve the Time Extension Change Order for Sare/Rogers Roundabout Project. Cox Deckard seconded. The motion passed. Change order approved.

Dan Backler, with Planning and Transportation, presented the Final Plat for Summit Woods Phase 2, Section 1 Development. See meeting packet for further details.

**Approve Final Plat for  
Summit Woods Phase 2,  
Section 1 Development**

Boatman made a motion to approve the Final Plat for Summit Woods Phase 2, Section 1 Development. Cox Deckard seconded. The motion passed. Plat approved.

Backler presented Resolution 2018-02: Request for Encroachments in the Public Right of Way and Approve Memorandum of Understanding for Use of Public Right of Way During Construction of the Omega Building at 223 N. Morton Street. See meeting packet for further details.

**Resolution 2018-02:  
Request for  
Encroachments in the  
Public Right of Way and  
Approve Memorandum  
of Understanding for Use  
of Public Right of Way  
During Construction of  
the Omega Building at  
223 N. Morton Street**

Backler presented an illustration of the bike-rack canopy that will be installed.

Mark Cornett, with Omega Properties, added that it is 8 feet high.

Cox Deckard asked about the City right-of-way at this location. She asked if there would be room to make changes to the sidewalk there.

Backler explained that the building is built up to the property line.

He explained that the memorandum has language stating that if the City were to decide to change the path of the sidewalk, the property owner would have to pay for the removal of the encroachments.

Boatman asked how the parking spaces are used by the property to the south were and how many spaces there were.

Backler estimated 10 spaces. He explained they were tenant spaces that were not private. The City is recommending approval of use during construction.

Cox Deckard asked if the property owner is aware of the change.

Adam Wason, with Public Works, explained the property survey revealed that this is an unimproved City right-of-way. He asked if some of the spaces are on private property.

Backler confirmed.

Will Rosina, a resident, expressed concern about entry to the back of the building without access to the right-of-way, and accessibility issues due to the loss of use of those spaces.

Discussion about other parking and loading arrangements ensued.

Craig Smith, with Smith & Hayes, explained he has coordinated a temporary use of the lot. He asked what would become of the adjacent easement upon completion of the project, as he has maintained it for the last 17 years.

Wason explained the City would need to discuss, research, and plan for any future use of that property, with the property owner.

Boatman asked if the 3 spaces on the backside of the antique mall would be appropriate for construction parking instead of the angled parking.

Cornett explained there is no public right-of-way back there.

Cox Deckard asked if the loading dock between the Antique Mall and the Omega building is accessible via 7<sup>th</sup> St.

Rosina confirmed.

Boatman made a motion to approve Resolution 2018-02: Request for Encroachments in the Public Right of Way and Approve the Memorandum of Understanding for Use of Public Right of Way During Construction of the Omega Building at 223. N. Morton Street. Cox Deckard seconded. The motion passed. Resolution

2018-02 approved.

Wason presented the Contract with The Blakely Corporation for the Sealing of Top Decks of Morton and Walnut Street Parking Garages Project. See meeting packet for further details.

**Award Contract with  
The Blakely Corporation  
for the Sealing of Top  
Decks of Morton and  
Walnut Street Parking  
Garages Project**

Boatman asked if both garages will be worked on simultaneously.

Jackie Moore, with City Legal, confirmed.

Boatman asked how many spaces will be impacted.

Wason estimated between 60-70 transient spaces at each garage. He added that the top-deck parking spaces are the least utilized.

Boatman made a motion to approve the Contract with The Blakely Corporation for the Sealing of Top Decks of Morton and Walnut Street Parking Garages Project. Cox Deckard seconded. The motion passed. Contract approved.

Wason presented the Contract with Ankriss Services for the 4th Street Garage Door Replacement Project. See meeting packet for further details.

**Award Contract with  
Ankriss Services for the  
4<sup>th</sup> Street Garage Door  
Replacement Project**

Cox Deckard asked about the mention of taxes on the list of items not included on the scope of work.

Wason explained the City is tax-exempt and could provide the contractor with the City's certificate to use when purchasing materials.

Boatman made a motion to approve the Contract with Ankriss Services for the 4th Street Garage Door Replacement Project. Cox Deckard seconded. The motion passed. Contract approved.

Wason presented the Outdoor Lighting Services Agreement for the Allen/Walnut Streets Pedestrian Traffic Island. See meeting packet for further details.

**Approve Outdoor  
Lighting Services  
Agreement for the  
Allen/Walnut Streets  
Pedestrian Traffic Island**

Boatman made a motion to approve Outdoor Lighting Services Agreement for the Allen/Walnut Streets Pedestrian Traffic Island. Cox Deckard seconded. The motion passed. Agreement approved.

Wason provided the following announcements:

- Winter Weather: He thanked City staff for their work during the recent snow events.
- Sanitation Modernization: The cart exchange process should be complete by the end of the month. The free exchanges have ended. Exchange requests are now \$50 per cart. Christmas tree removal ends Jan. 18<sup>th</sup>.
- Animal Shelter Renovation: There was a minor delay with construction and this mildly impacted completion timelines.

**STAFF REPORTS &  
OTHER BUSINESS**

Wason addressed the following items on the claims register: pedestrian signals and their payment lines.

**APPROVAL OF  
CLAIMS**

Boatman moved to approve the Claims Register for 12/27/17-1/12/18 in the amount of \$2,016,785.81. Cox Deckard seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:41 p.m.

**ADJOURNMENT**

Accepted by:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelly Boatman, Vice-president

\_\_\_\_\_  
Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in right of way

**Petitioner/Representative:** RENEWAL - Debah Nawab – Kebab on Wheels, LLC

**Staff Representative:** Laurel Waters

**Meeting Date:** January 23, 2018

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Debah Nawab, owner of Kebab on Wheels, LLC has applied to renew his Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling sandwiches, gyros and beverages.

This application is for 1 year.

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Staff is supportive of the request.

**Recommend**  **Approval**  **Denial** by Laurel Waters



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2018-04**

**Mobile Vendor in Public Right of Way  
Debah Nawab, dba Kebab on Wheels, LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Debah Nawab, dba Kebab on Wheels, LLC (“Vendor”) intends to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking is provided by the Board of Public Works via resolution; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor will produce a spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vendor permit from the City of Bloomington Fire Department, which Vendor has obtained; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on January 25, 2018, and ending on January 24, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more

**RESOLUTION 2018-04**

than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS 23<sup>rd</sup> DAY OF January, 2018.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelly M. Boatman, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-04 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Debah Nawab, Kebab on Wheels, LLC

Date: \_\_\_\_\_



CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St. Suite 150  
Bloomington, Indiana 47404  
812-349-3418

PAID  
1-5-2018

## 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

## 2. Applicant Information

Name:	Debah Nawab		
Title/Position:			
Date of Birth:	12/10/1993		
Address:	4748 E Donington Dr		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	dnawab13@yahoo.com		
Phone Number:	(812) 272 1131	Mobile Phone:	(812) 361 7435

## 3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

X

**4. Company Information**

Name of Employer:	Debah Nawab				
Address of Employer:	4748 E Conington Dr				
City, State, Zip:	Bloomington IN 47401				
Employment Start Date:		End Date (If known):			
Phone Number:	(812) 272-1131				
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

**5. Company Officer Information**

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address

**6. Company Incorporation Information (For Corporations and LLCs Only)**

Date of incorporation or organization:	12-1-16
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

X

**7. Description of product or service to be sold and any equipment to be used**

Planned hours of operation:	Th, Fri, Sat Variable	
Place or places where you will conduct business (If private property, attach written permission from property owner):	7th Street - Food Truck Friday	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> Bedford	No <input type="checkbox"/>
(If Yes) Provide details	Food Permit	

**8. You are required to secure, attach, and submit the following:**

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle	O
<input checked="" type="checkbox"/>	Copy of a valid driver's license	
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license	
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business	OK
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>	
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.	OK
<input checked="" type="checkbox"/>	A copy of the Employer ID number	
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement	
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement	
<input type="checkbox"/>	Fire inspection (if required)	
<input checked="" type="checkbox"/>	Picture of truck or trailer	
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION



CLASS 11	AGE 9	ISSUE DATE 01/17/18	PUR DATE 10/08/16	COUNTY MONROE	TP D	PL YR 2017	PLATE 394RI	PL TP PA	WEIGHT 16	PR YR N	LS PA	TYPE PA	PRIOR YR PL 394RI
EXPIRATION DATE 08/21/18		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2008	MAKE FOR	MODEL ECO	VEHICLE IDENTIFICATION NUMBER 1FCKE39L28DBD7273			TYPE TK	COLOR WHI	
CURRENT YEAR TAX	VEH EX TAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 21.35	ADMIN FEE 0.00	TOTAL 67.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													

Legal Address



DEBAH & SCHAFIK M NAWAB  
4748 E DONINGTON DR  
BLOOMINGTON IN 47401-8599



- INSTRUCTIONS FOR APPLYING PLATE DECALS:**
1. Verify plate number and decal match.
  2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
  3. Clean and dry plate before affixing new decal.
  4. Remove decal by bending corner of card under decal along dotted line.



5. Next, lift up corner of decal where card is creased.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps Tire  
INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302  
DATE OF INSPECTION 1-6-17  
TAXICAB COMPANY Kabob On Wheels  
VEHICLE YEAR 08 MAKE Ford MODEL Food Truck  
VIN 1FCKE39L28DB07273

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:**

**City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/02/2018**

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

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

PRODUCER <b>Sandi Taylor Hometown Insurance LLC 410 W Kirkwood Ave, Suite A Bloomington, IN 47404 License #: 883571</b>	CONTACT NAME: <b>Sandi Taylor, CIC, CPCU</b>
	PHONE (A/C, No, Ext): <b>(812)822-2277</b> FAX (A/C, No): <b>(812)822-2173</b>
	E-MAIL ADDRESS: <b>sandi@sthometownins.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Kabob on Wheels, LLC 4748 E Donington Dr Bloomington, IN 47401-8599</b>	INSURER A: <b>Erie Insurance Exchange</b> NAIC # <b>26271</b>
	INSURER B: <b>Erie Insurance Group</b> NAIC # <b>26271</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

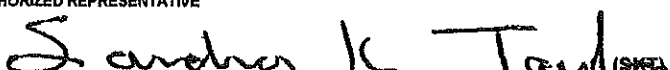
COVERAGES CERTIFICATE NUMBER: 00000000-12788 REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q362700456	01/02/2018	01/02/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Q11-3030850	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Food Truck**

CERTIFICATE HOLDER <b>City of Bloomington PO Box 100 Bloomington, IN 47402</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**John Hamilton**

**Mayor**

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Debah Nawab Kebab on wheels  
Name, Printed

Debah Nawab  
Signature

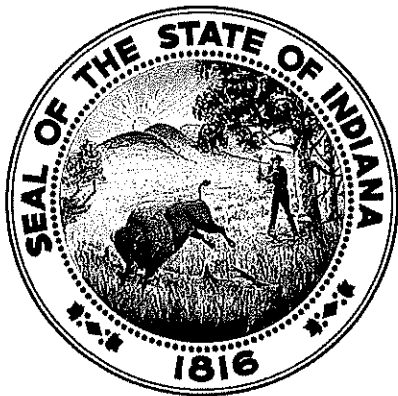
12/29/17  
Date Release Signed

State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**KEBAB ON WHEELS LLC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, December 01, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 30, 2016

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201612011168901 / 7447884

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

001890.717524.46756.7122 1 MB 0.419 850  
|||



KEBAB ON WHEELS LLC  
DEBAH NAWAB SOLE MBR  
4748 E DONINGTON DR  
BLOOMINGTON IN 47401

001890

Date of this notice: 12-05-2016

Employer Identification Number:  
81-4549861

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4549861. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2017
Form 940	01/31/2017

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



# REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue  
Government Center North  
Indianapolis, Indiana 46204  
(317) 615-2700

**CONTROL NUMBER**  
**1600137686200**

KEBAB ON WHEELS LLC  
4748 E DONINGTON DR  
BLOOMINGTON, IN 47401-8599

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX  
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

TID: 0158440234  
LOC: 001  
FID: 81-4549861/0

**ISSUED: 12/02/2016**  
**EXPIRES: 12/31/2018**

000044



KEBAB ON WHEELS LLC  
4748 E DONINGTON DR  
BLOOMINGTON, IN 47401-8599

THIS LICENSE:  
IS NOT TRANSFERABLE TO ANY OTHER PERSON.  
IS NOT SUBJECT TO REBATE.  
IS VOID IF ALTERED.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear KEBAB ON WHEELS LLC:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 12/01/2016. Therefore, your first tax payment is due 01/30/2017.

**Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.**

If your address changes, please use the change of address form and envelope provided in your coupon packet.

### New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. **A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax**, the state's free online filing program.

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

**Please register for INtax today at [www.INtax.in.gov](http://www.INtax.in.gov)** When registering, use your preapproved INtax activation code, 42A6D257-D6D6-0198-E053-0A131840DF3B.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor  
Tax Administration  
Indiana Department of Revenue



**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

**I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: Debah Nawab Kebab on wheels

Signature: Debah Nawab

Date: 12/29/17



**John Hamilton**  
**Mayor**  
CITY OF BLOOMINGTON  
401 N. Morton St Suite 130  
P.O. Box 100  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT  
p. 812.349.3418  
f. 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

Vendor: Kelebs on Wheels Food Truck

Name: Debrah Nawab

Signature: Debrah Nawab

Date: 12/29/17

City of Bloomington  
Fire Department

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

(812) 332-9763  
Fax (812) 332-9764

Food Vendor Certificate

---

**Date:** 01/04/2018

**Business Name:** Kebab on Wheels

**Address:** 4748 E DONINGTON DR  
Bloomington, IN 47402

**Phone:** CELL 812-272-1131

The following permit has been issued:

Permit No. 18-0092

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 01/04/2018

**Effective Date:** 01/04/2018

**Expiration Date:** 01/04/2019

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

  
Inspector: Joseph M Johnson

  
Date

# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

**KABOB ON WHEELS  
4748 E. DONINGTON DR.  
BLOOMINGTON, IN 47401**

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

Issued JAN 18 2017  
By *Thomas W. Shafer*

2017

Expires annually at end of February

**This License Is Not Transferable to Another Individual or Location**

# SANDI TAYLOR HOMETOWN INSURANCE

---

410 West Kirkwood Ave. Suite B, Bloomington, In 47401

812-822-2277

[sandi@sthometownins.com](mailto:sandi@sthometownins.com)

## Receipt for direct payment

Received of : Kabob on Wheels

On date : 1/2/18

Amount : \$708.500

Payable to : Erie

For: Liability and Commercial Auto

Received by : Mark Taylor

We appreciate your business and look forward to the opportunity to serve you and your insurance needs. Thank You Very Much





## Board of Public Works Staff Report

---

**Project/Event:** Hoosier Half Marathon and 5K 2018

**Petitioner/Representative:** Perfect Timing Race Management, LLC

**Staff Representative:** Sean Starowitz

**Meeting Date:** January 23, 2018

**Event Date:** Saturday, April 14, 2018

---

Perfect Timing Race Management, LLC, is requesting the use of sections of East 17th Street, North Walnut Street, East Kirkwood Avenue, North and South Indiana Avenue, South Henderson Street, Wylie Farm Road, East Azalea Lane, South Highland Avenue, East Winslow Road, South High Street, East Rock Creek Road, South Renwick Boulevard, South Winfield Road, East Rechter Lane, East Woodbine Drive, South Woodcrest Drive, East 2nd Street, North and South Jordan Avenue, and North Fee Lane on Saturday, April 14, 2018 from 8:00 a.m. to 12:00 p.m. for the Hoosier Half Marathon and 5K race.

The race route will be secured and managed by Indiana University Police, private security, and volunteers using signs and barricades. Planning & Transportation has approved the route. Organizers estimate that there will be 2,500 participants involved.

Perfect Timing Race Management, LLC, has applied for a Parade Permit and is awaiting BPW approval.

Staff recommends approval.

---

**Recommendation and Supporting Justification:** Staff supports the request.

**Recommend**  **Approval**  **Denial by** Sean Starowitz



**BOARD OF PUBLIC WORKS  
RESOLUTION 2018-05**

**HOOSIER HALF MARATHON AND 5K 2018**

**WHEREAS**, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. § 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

**WHEREAS**, Perfect Timing Race Management, LLC (hereinafter referred to as “Perfect Timing”), would like to have the City close the following City streets: East 17<sup>th</sup> Street, North Walnut Street, East Kirkwood Avenue, North and South Indiana Avenue, South Henderson Street, Wylie Farm Road, East Azalea Lane, South Highland Avenue, East Winslow Road, South High Street, East Rock Creek Road, South Renwick Boulevard, South Winfield Road, East Rechter Lane, East Woodbine Drive, South Woodcrest Drive, East 2<sup>nd</sup> Street, North and South Jordan Avenue, and North Fee Lane, in order to conduct a Special Event: The Hoosier Half Marathon and 5K; and,

**WHEREAS**, Perfect Timing has agreed to provide the City with a Certificate of Insurance naming the City as additionally insured; and

**WHEREAS**, the City is willing to close said streets in order to support this community function.

**NOW, THEREFORE, BE IT RESOLVED** that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to traffic and parking to conduct the Hoosier Half Marathon and 5K: East 17<sup>th</sup> Street, North Walnut Street, East Kirkwood Avenue, North and South Indiana Avenue, South Henderson Street, Wylie Farm Road, East Azalea Lane, South Highland Avenue, East Winslow Road, South High Street, East Rock Creek Road, South Renwick Boulevard, South Winfield Road, East Rechter Lane, East Woodbine Drive, South Woodcrest Drive, East 2<sup>nd</sup> Street, North and South Jordan Avenue, and North Fee Lane, beginning at 8:00 a.m. on Saturday, April 14, 2018, and ending at 12:00 p.m. on Saturday, April 14, 2018.
2. Perfect Timing shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. Perfect Timing shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Perfect Timing agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Perfect Timing shall not close the streets until 8:00 a.m. on Saturday, April 14, 2018 and shall remove barricades and signage and reopen the streets no later than 12:00 p.m. on Saturday, April 14, 2018.
4. Perfect Timing shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

Resolution 2018-05

5. Perfect Timing shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removal of all trash cans/receptacles. Clean-up shall be completed by 12 p.m. on Saturday, April 14, 2018.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Perfect Timing shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Perfect Timing, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) 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.
10. Curt Winders, a duly authorized representative of Perfect Timing, represents that he is fully empowered by proper action of Perfect Timing to bind Perfect Timing to the terms and conditions set forth in this Resolution and does so bind Perfect Timing by his signature set forth below.

ADOPTED THIS 23<sup>rd</sup> DAY OF January, 2018.

BOARD OF PUBLIC WORKS:

PERFECT TIMING RACE MANAGEMENT, LLC

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kelly M. Boatman, Vice President

Curt Winders, Manager  
\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Date



## SPECIAL EVENT APPLICATION

**City of Bloomington**  
**Department of Economic and Sustainable Development**  
**401 N. Morton Street, Suite 150**  
**Bloomington, Indiana 47404**  
**812-349-3418**  
**Department of Public Works**  
**812-349-3410**

### 1. Applicant Information

Contact Name:	Curt Winders		
Contact Phone:	317-501-7111	Mobile Phone:	317-501-7111
Title/Position:	Race Director		
Organization:	Perfect Timing, LLC for Hoosier Half Marathon & FTK 5K		
Address:	4974 N. Chatham Dr		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	<a href="mailto:curtwinders@gmail.com">curtwinders@gmail.com</a>		
Organization E-Mail and URL:	<a href="http://www.hoosierhalf.com">www.hoosierhalf.com</a>		
Org Phone No:	317-501-7111	Fax No:	None

### 2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Greene & Schultz		
Address:	520 North Walnut Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	<a href="mailto:betsy@greeneschultz.com">betsy@greeneschultz.com</a>		
Phone Number:	812-558-0198	Mobile Phone:	
Organization Name:	Myers Croxton Group		
Address:	421 West 6 <sup>th</sup> Street, Suite 116		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	<a href="mailto:cathy@myerscroxton.com">cathy@myerscroxton.com</a>		
Phone Number:	812-219-1200	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 14, 2018		
Time of Event:	Date: 4/14/18	Start: 8:00am	Date: 4/14/18 End: 12:00pm
Setup/Teardown time Needed	Date: 4/14/18	Start: 8:00am	Date: 4/14/18 End: 12:00pm
Calendar Day of Week:	Saturday		
Description of Event:	Hoosier Half Marathon and FTK 5K		
Expected Number of Participants:	2500	Expected # of vehicles (Use of Parking Spaces to close): 0	

### 4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit application

**IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
1/1/18	Bloomington Police	1/9/17	Scott Oldham
1/1/18	Bloomington Fire	1/9/17	Joe Johnson
1/1/18	Planning & Transportation	1/9/17	
1/1/18	Transit	1/9/17	Ian Patton 1/9/17
1/1/18	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3589

## Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov)

## Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

## Applicant Information

Name:				
Organization:		Title:		
Physical Address:				
Email Address:		Phone Number:		
Signature:		Date:		

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
_____	_____
Date	Dana Palazzo, Secretary

# Waste and Recycling Management Plan Template

Event name: \_\_\_\_\_

Number of expected attendees: \_\_\_\_\_

Number of food vendors: \_\_\_\_\_

Number of other vendors: \_\_\_\_\_

**Designated waste and recycling manager:** This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

**Event map:** In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

**Targeted waste:** Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

\*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

**Collection and hauling system:** Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

**Vendor and volunteer education and training:** Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

**Materials and supplies:** List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

**Designation of duties:** Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.



**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_\_\_\_.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:  
DATE:

## Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department  (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

**Traffic Control**

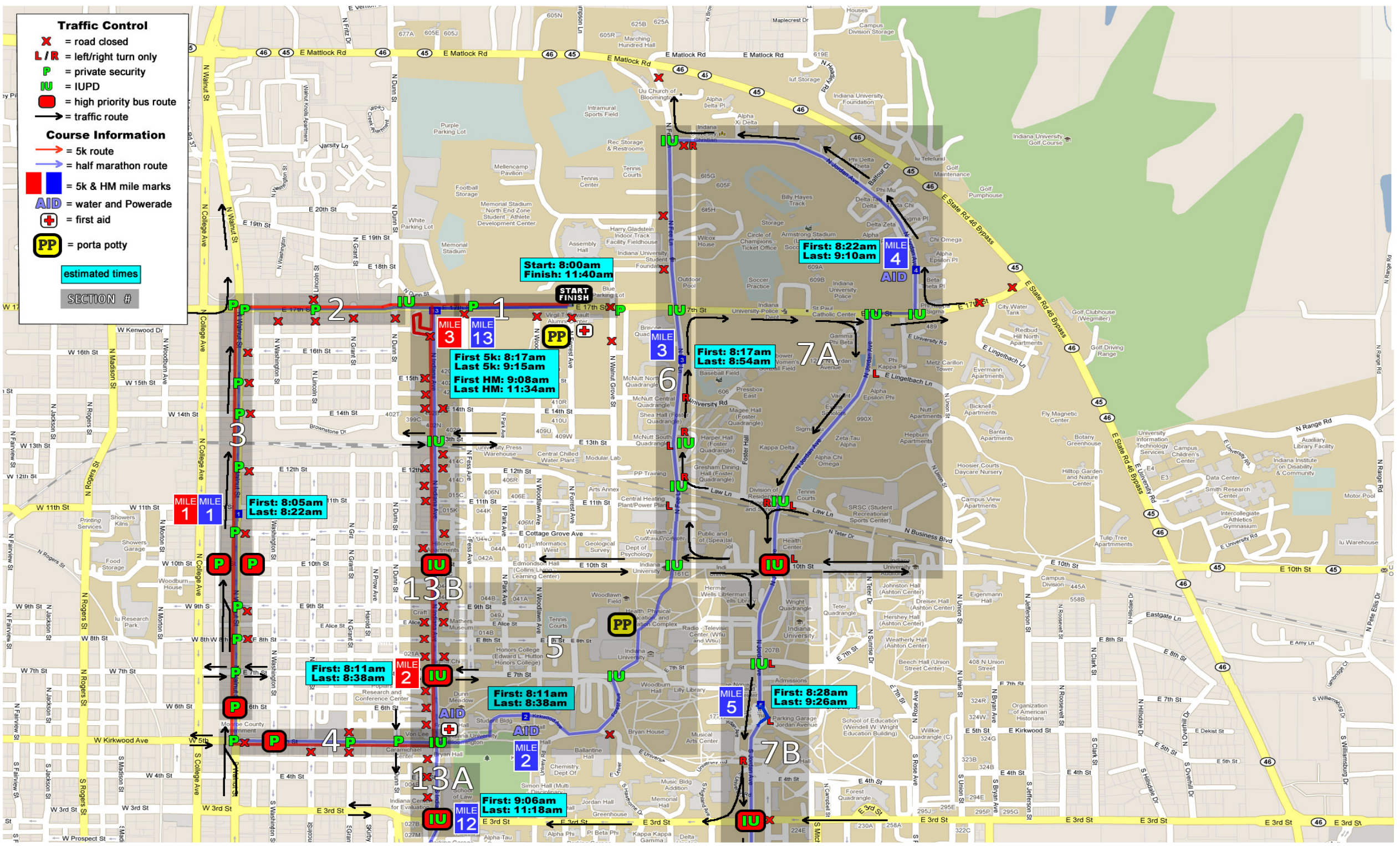
- X** = road closed
- L/R** = left/right turn only
- P** = private security
- IU** = IUPD
- Red Circle** = high priority bus route
- Black Arrow** = traffic route

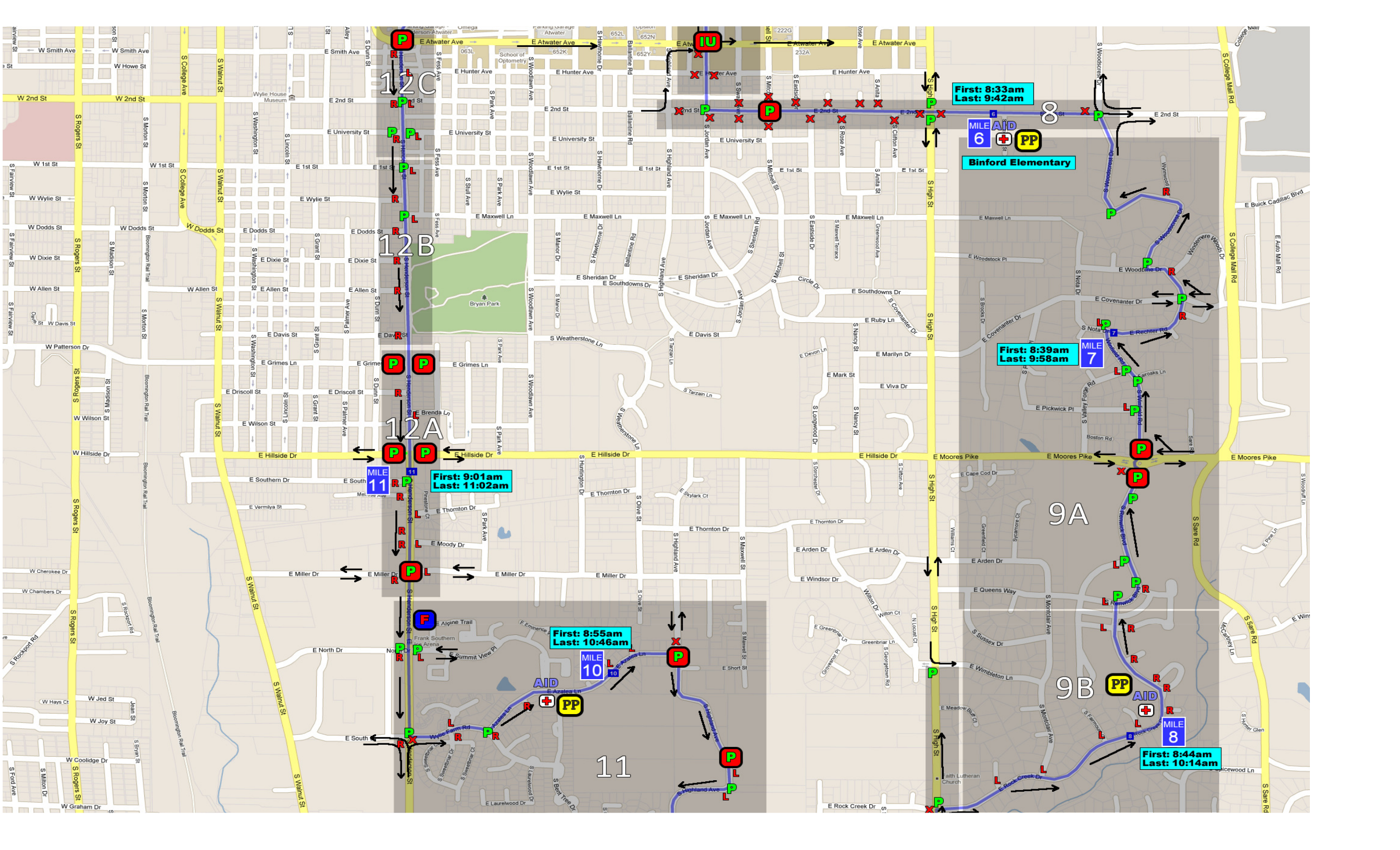
**Course Information**

- Red Arrow** = 5k route
- Blue Arrow** = half marathon route
- Red/Blue Box** = 5k & HM mile marks
- AID** = water and Powerade
- Red Cross** = first aid
- PP** = porta potty

**estimated times**

**SECTION #**





First: 8:33am  
Last: 9:42am

MILE AID  
6

Binford Elementary

First: 8:39am  
Last: 9:58am

MILE AID  
7

First: 9:01am  
Last: 11:02am

MILE AID  
11

First: 8:55am  
Last: 10:46am

MILE AID  
10

First: 8:44am  
Last: 10:14am

MILE AID  
8

12A

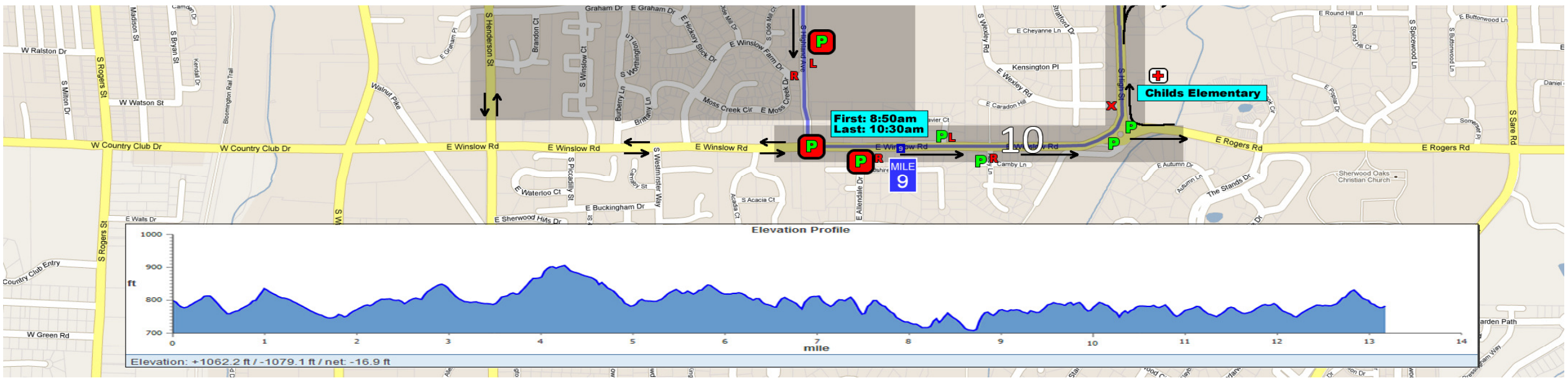
12B

12C

9A

9B

11



Questions? Contact Bill Bartley at 317.340.7506  
 or bill@intimeco.com

THIS IS DOCUMENT IS INTENDED TO PROVIDE THE PUBLIC GENERAL TRAFFIC INFORMATION				
DOUBLE DUTY - VOLUNTEER	VOLUNTEERS			
AID STATION	VOLUNTEERS and EMS			
BUS ROUTE CROSSING SPECIAL ATTENTION	IUPD			
	Bruce Wilds Security			
	EMS			
Street Intersection	Volunteer or Staff	Time (reflects window of traffic interruption, except water stations)	Traffic Information	Runner Times First/Last
Section 1				

<b>17th at Walnut Grove St</b> this location will enforce closure of 17th street Westbound traffic. The goal is to keep access in and out of parking lots via Gate 2 AND Walnut Grove open while keeping the start/finish area secure. A patrol car should block traffic to the finish chute. For 2014 we may have a Coke Truck also blocking as part of a sponsor promotion.	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 2 Entrance	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	open from westbound 17th	7:45 a.m. - 11:30 a.m.
START/FINISH LINE HALF MARATHON & 5K	Indiana Running Company	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
FINISH LINE - DeVault Alumni Center	IU Health ALS Team - OPTION A	7:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 17th	Finish chute Volunteer	7:30 a.m. - 12:15 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 16th	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 4 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
Woodlawn at 16th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
<b>17th Street at N Fess Ave</b> this location is responsible for keeping traffic from going Eastbound on 17th starting at 5:00 am. 17th should be closed from Fess to Gate 2 / Walnut Grove beginning at 5:00 am and will re-open when the finish chute is clear at 1:00pm	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	closed	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street (approx)	Mile Marker			
N Fess Ave at 17th Street (approx)	Mile Marker			

<b>Section 2</b>				
<b>This short section of 17th from Dunn to Walnut will be closed to traffic in both directions from about 7:45am (15 minutes prior to the race start) until the last participant clears the Walnut and 17th street intersect which should be no later than 8:30am.</b>			limited - follow traffic control officer	
17th St. and Dunn	IUPD	7:45 a.m. - 11:30 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:20 a.m.
17th at Athletics Parking GATE 6 Entrance	IUPD	7:45 a.m. - 11:30 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:20 a.m.
17th St. and Dunnhill Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Woodington Courts Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Scholar's Rock Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Grant	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Lincoln	Bruce Wilds Security	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
17th St. and Washington	Volunteer	7:45 a.m. - 8:30 a.m.	closed	8:00 a.m. - 8:20 a.m.
<b>Section 3</b>				
<b>Walnut and 17th St.</b>	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:35 a.m.
<b>Walnut and 17th St.</b>	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	limited - follow traffic control officer	8:00 a.m. - 8:35 a.m.
<b>This location will block Eastbound traffic to 17th street at Walnut and manage single lane traffic on Walnut due to the right-hand lane closure for the race. The closure of Eastbound 17th should begin no later than 7:45am and should re-open as soon as all participants are clear at about 8:30am.</b>				
<b>Walnut Avenue from 4th street to 17th street</b>			lane restriction - RIGHT lane closed	

Walnut street will have right lane closure starting at 4th street leaving the left two lanes open to 10th street where the right lane closure continues leaving only one lane open to 17th street. Cones and signs will be in place no later than 6:00am and will be removed immediately after all participants are clear by 8:45am.			lane restriction - RIGHT lane closed	
Walnut and 16th St.	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 15th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 14th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 12th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 11th St. (Businesses)	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 11th St. (Apartment Entrance/Exit)	Volunteer	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut just past 11th St. (south)	Mile Marker			
Walnut and Cottage Grove	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 9th Street - begin lane closed	<b>DIRECTIONAL SIGNS</b>		lane restriction - RIGHT lane closed	
<b>NOTE: See diagram.</b> Beginning at Walnut and 9th street the center lane of Walnut will be closed to allow for Walnut narrowing from 3 lanes to 2 lanes at 10th street. Position a type III barrier in the center lane of Walnut at 9th street and place cones from the right side of the center lane angling to the left side of the center lane just in front of the TYPE III BARRIER designating a LANE ENDS MERGE LEFT. Cones continue to separate the separate lane for race participants all the way to 17th street.			lane restriction - RIGHT lane closed	
Walnut and 9th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 8th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 7th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
Walnut and 6th St.	Bruce Wilds Security	7:50 a.m. - 8:45 a.m.	lane restriction - RIGHT lane closed	8:00 a.m. - 8:35 a.m.
<b>Section 4</b>				
Kirkwood and Walnut	Bruce Wilds Security	7:55 a.m. - 8:50 a.m.	lane restriction - RIGHT lane closed	8:06 a.m. - 8:40 a.m.



<p><b>Kirkwood from Walnut to Indiana - CLOSED</b>  For the duration of time (etimated 8:00am to 8:45am) that runners and walkers are on this portion of the course Kirkwood is closed to motor traffic. Volunteers may allow motor traffic to cross Kirkwood as long as it in no way poses any danger to a race participant.</p>			Kirkwood CLOSED	
			lane restriction - RIGHT lane closed	
<p><b>Walnut and 4th Street - begin lane closed</b></p>	<p><b>DIRECTIONAL SIGNS</b></p>		lane restriction - RIGHT lane closed	
<p><b>NOTE: See diagram.</b>  The city of Bloomington provides a fuel powered flashing arrow indicating traffic should merge LEFT because the right lane is closed. This traffic control arrow will be stored just to the side of Walnut at 4th street. Position the ARROW in the right lane with the arrow pointing left when facing North. Place a type III barrier just in front of the ARROW and place cones ahead of the barrier and ARROW flasher angling from the curb to the lane dividing line designating a LANE ENDS MERGE LEFT. It is at this location that the traffic cones will create a separate lane for runners. From this point all the way to 17th street the right lane will be the race course lane and it will be closed to motor traffic. NOTE: There is another lane shift at 10th street with a type III barrier only.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>		lane restriction - RIGHT lane closed	
<p><b>Kirkwood and Washington St.</b></p>	<p>Bruce Wilds Security</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Lincoln St.</p>	<p>Volunteer</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Grant St.</p>	<p>Bruce Wilds Security</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Dunn St.</p>	<p>Bruce Wilds Security</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Dunn St.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	<p>7:55 a.m. - 8:50 a.m.</p>		<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Dunn St.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	<p>7:55 a.m. - 8:50 a.m.</p>		<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood and Dunn St.</p>	<p>Volunteer</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p>Volunteer</p>	<p>7:55 a.m. - 8:50 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	<p>7:55 a.m. - 8:50 a.m.</p>		<p>8:06 a.m. - 8:40 a.m.</p>
<p>Kirkwood before the intersection at Indiana Ave.</p>	<p><b>DIRECTIONAL ARROW SIGNS</b></p>	<p>7:55 a.m. - 8:50 a.m.</p>		<p>8:06 a.m. - 8:40 a.m.</p>
<p><b>Kirkwood and Indiana Ave.</b></p>	<p>IUPD</p>	<p>7:50 a.m. - 11:40 a.m.</p>	<p>closed</p>	<p>8:06 a.m. - 11:20 a.m.</p>

The field of participants will be splitting at the intersection of Kirkwood at Indiana. The Half Marathon runners will go straight off of Kirkwood through Sample Gates and the 5K runners and walkers will turn left and proceed North on Indiana back to the finish. Within 20 minutes or less of the last walkers clearing this intersection the Half Marathon leader and escort vehicle will be approaching from South Indiana Avenue heading for the finish on 17th street				
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:20 a.m.
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:20 a.m.
Sample Gates/Kirkwood and Indiana Ave.	IU Health EMS - OPTION E (MR10)	8:00 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
<b>Section 5</b>				
Student Building/Clock Tower	Volunteer	7:55 a.m. - 8:55 a.m.		8:07 a.m. - 8:45 a.m.
Sun Dial/Circle Drive	Volunteer	7:55 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
Indiana MEMORIAL UNION	Mile Marker		closed	
<b>Mile 2 AID Station - Water and Powerade - at green awning Indiana Memeorial Union Southside entrance</b>				
	Water Station Volunteer Leader	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 8:55 a.m.	closed	8:07 a.m. - 8:45 a.m.
University Rd. (in front of Chemistry)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
University Rd. (Ballantine entrance)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
Forrest Ave. 7th St. and University Rd.	IUPD	8:00 a.m. - 9:05 a.m.	limited - follow traffic control officer	8:10 a.m. - 8:55 a.m.
University Rd. and Art Museum	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
University Rd. and Arboretum Entrance	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
Arboretum and Fee (Old Ticket Booth)	Volunteer	8:00 a.m. - 9:05 a.m.	closed	8:10 a.m. - 8:55 a.m.
<b>Section 6</b>				

<b>10th and Fee</b>	IUPD	8:00 a.m. - 9:05 a.m.	limited - follow traffic control officer	8:12 a.m. - 8:55 a.m.
<b>FEE LANE CLOSED SOUTHBOUND FROM 17th TO 10th. At 10th and Fee the runners will cross 10th going North and stay in the (Southbound) left lane all the way to 17th street which will be separated by cones from Law lane all the way to 17th Street.THE TRAFFIC CONTROL PLAN IS FOR NORTHBOUND TRAFFIC ON FEE FROM LAW LANE ALL THE WAY UP TO 17th STREET TO REMAIN OPEN IN CASE OF EMERGENCY.</b>			Southbound FEE closed	
Fee Lane Business Garage Entrance	Volunteer	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane & Law Lane	IUPD	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane and 13th St.	IUPD	8:00 a.m. - 9:05 a.m.	Southbound FEE closed	8:12 a.m. - 8:55 a.m.
Fee Lane (McNutt Driveway)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
Jordan between McNutt and Briscoe approx)	Mile Marker		Southbound FEE closed	
Fee Lane and University Rd. (Sembower Field)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Briscoe Driveway)	Volunteer	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Fee Lane at 17th</b>	IUPD	8:05 a.m. - 9:10 a.m.	Southbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Unlike prior years this intersection only needs to be partially closed as the runners proceed North on Fee towards the Jordan extension. SEE DIAGRAM: Runners will be transitioning from the Southbound lane of Fee (South of 17th) to the Northbound lane of Fee at 17th street. RUNNERS SHOULD TRANSITION TO THE RIGHT HAND (NORTHBOUND) LANE AT 17th STREET ALL THE WAY TO THE JORDAN EXTENSION. Cones will separate Fee from 17th to the Jordan extension.</b>			Northbound FEE closed	
17th closed at Walnut Grove - Gate 2 OPEN	Bruce Wilds Security		limited - follow traffic control officer	
17th at Fee	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 14/Southside of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 13/North side of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 12/North side of Field house)	Volunteer	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Fee Lane and N. Jordan Ext.</b>	IUPD	8:05 a.m. - 9:10 a.m.	Northbound FEE closed	8:15 a.m. - 8:58 a.m.
<b>Southbound Fee Lane will remain open from the 46 bypass to 17th street. From the Fee Lane and 17th street intersection runners will occupy the right hand lane all the way to the Jordan Extension. North/West bound traffic will remain open on the Jordan extension.</b>			Northbound FEE closed	

<b>Section 7A</b>				
N. Jordan and Circle Drive	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Pi Kappa Phi)	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Sigma Alpha Mu)	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan and Balfour Ct.	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Chi Omega) - 1414 N Jordan	Volunteer	8:05 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
Bus stop in front of Kappa Sigma 1411 N. Jordan	Mile Marker			
<b>Mile 4 AID Station - Water and Powerade Located at bus stop in front of Kappa Sigma 1411 N. Jordan</b>	Water Station Volunteer Leader	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
AID Station - Water and Powerade	Volunteer	7:00 a.m. - 9:25 a.m.	Eastbound Jordan Ext. closed	8:18 a.m. - 9:15 a.m.
N. Jordan (Phi Kappa Sigma)	Volunteer	8:10 a.m. - 9:30 a.m.	Eastbound Jordan Ext. closed	8:22 a.m. - 9:18 a.m.
<b>N. Jordan and 17th St. (from Ext.)</b>	IUPD	8:10 a.m. - 9:30 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:18 a.m.

<p>17th street will be CLOSED between N. Jordan and the Jordan extension for the duration of time it takes all race participants to clear the intersection (estimated to be 8:20am to 9:20am). Westbound traffic from the 46 bypass must turn right (North/West) on the Jordan extension. Westbound traffic on 17th street coming from the direction of Fee lane must turn right (South) on Jordan. At 17th street (SEE DIAGRAM) the runners stay in the right hand lane then cross 17th heading South on Jordan in the left-hand (NORTHBOUND) lane all the way to 2nd Street. Jordan will have safety cones separating the lanes. THE TRAFFIC CONTROL PLAN IS FOR SOUTHBOUND TRAFFIC ON JORDAN TO REMAIN OPEN. IUPD IS IN CONTROL OF THE INTERSECTION AND MAY AT THEIR DESCRETION ALLOW THROUGH TRAFFIC ON 17TH IF THERE IS NO DANGER TO RACE PARTICIPANTS.</p>			limited - follow traffic control officer	
<p><b>N. Jordan and 17th St. (from 17th)</b></p>	<p>IUPD</p>	<p>8:10 a.m. - 9:30 a.m.</p>	<p>limited - follow traffic control officer</p>	<p>8:22 a.m. - 9:18 a.m.</p>

<p><b>17th street will be CLOSED between N. Jordan and the Jordan extension for the duration of time it takes all race participants to clear the intersection (estimated to be 8:20am to 9:20am). Westbound traffic from the 46 bypass must turn right (North/West) on the Jordan extension. Westbound traffic on 17th street coming from the direction of Fee lane must turn right (South) on Jordan. At 17th street (SEE DIAGRAM) the runners stay in the right hand lane then cross 17th heading South on Jordan in the left-hand (NORTHBOUND) lane all the way to 2nd Street. Jordan will have safety cones separating the lanes. THE TRAFFIC CONTROL PLAN IS FOR SOUTHBOUND TRAFFIC ON JORDAN TO REMAIN OPEN. IUPD IS IN CONTROL OF THE INTERSECTION AND MAY AT THEIR DESCRETION ALLOW THROUGH TRAFFIC ON 17TH IF THERE IS NO DANGER TO RACE PARTICIPANTS.</b></p>				
N. Jordan and Lingelbach (Phi Kappa Psi)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan (Zeta Tau Alpha)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan (Sigma Phi Epsilon)	Volunteer	8:10 a.m. - 9:30 a.m.	Northbound Jordan is closed	8:22 a.m. - 9:18 a.m.
N. Jordan and Law Lane	IUPD	8:10 a.m. - 9:35 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:25 a.m.
N. Jordan and 10th St.	IUPD	8:10 a.m. - 9:35 a.m.	limited - follow traffic control officer	8:22 a.m. - 9:25 a.m.
<b>Section 7B</b>				
N. Jordan (Wright Quad Driveway)	Volunteer	8:15 a.m. - 9:40 a.m.	Northbound Jordan is closed	8:24 a.m. - 9:26 a.m.
N. Jordan and Wells Library Entrance	Volunteer	8:15 a.m. - 9:40 a.m.	Northbound Jordan is closed	8:24 a.m. - 9:26 a.m.
N. Jordan and 7th St.	IUPD	8:15 a.m. - 9:40 a.m.	limited - follow traffic control officer	8:24 a.m. - 9:26 a.m.
N. Jordan and MAC Roundabout (approx)	Mile Marker			
N. Jordan and MAC Roundabout	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and MAC Roundabout (DG House)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and University Rd. (MAC and JSOM)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
N. Jordan and 4th St. (Read)	Volunteer	8:15 a.m. - 9:45 a.m.	Northbound Jordan is closed	8:28 a.m. - 9:35 a.m.
Third St. and Jordan Ave.	IUPD	8:15 a.m. - 9:45 a.m.	limited - follow traffic control officer	8:28 a.m. - 9:35 a.m.
Jordan Ave. and Atwater	IUPD	8:15 a.m. - 9:45 a.m.	limited - follow traffic control officer	8:28 a.m. - 9:35 a.m.
<b>Jordan Ave. and Atwater</b>			limited - follow traffic control officer	



AID Station - Water and Powerade	Volunteer	7:15 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
AID Station - Binford Elementary	IU Health EMS - OPTION C - ALS	8:20 a.m. - 9:55 a.m.	Eastbound 2nd street closed	8:30 a.m. - 9:45 a.m.
2nd St. and Woodcrest	Bruce Wilds Security	8:20 a.m. - 9:55 a.m.	limited - follow traffic control officer	8:30 a.m. - 9:45 a.m.
<b>Section 9A - Bruce Wilds</b>				
Woodcrest (Turn 1)	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
Woodcrest (Turn 2)	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
<b>Woodcrest prior to the first corner start cones</b>	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound Woodcrest is closed	8:34 a.m. - 10:00 a.m.
<b>From this location to the intersection of Woodscrest and Woodbine separate the lanes with safety cones. Since Woodscrest remains open to Northbound traffic and this area is a blind hill TAKE PRECAUTIONS.</b>			Southbound Woodcrest is closed	
Woodcrest and Woodbine	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Woodbine and Windemere	Volunteer	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Windemere Woods Complex entrance	SIGNS			
Woodbine/Covenanter/Rechter	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Rechter and COVENANTER COURT entrance	SIGNS			
Rechter and Winfield	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Rechter just before Winfield intersection (approx)	Mile Marker			
Winfield and Valley Forge	Bruce Wilds Security	8:25 a.m. - 10:10 a.m.	Southbound is closed	8:34 a.m. - 10:00 a.m.
Winfield and Fair Oaks	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Winfield and Pickwick	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Winfield/Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	limited - follow traffic control officer	8:39 a.m. - 10:15 a.m.
Winfield /Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	limited - follow traffic control officer	8:39 a.m. - 10:15 a.m.
Renwick and Cathcart St.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick and Ramsey	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick and Seminary Dr.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
Renwick/Queens Way/Hawksmoore Dr.	Bruce Wilds Security	8:30 a.m. - 10:25 a.m.	Southbound is closed	8:39 a.m. - 10:15 a.m.
<b>Section 9B</b>				
Hawksmoore Dr. and Nora Hill	Volunteer	8:30 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Hawksmoore Dr./Rock Creek/Melville Circle	Volunteer	8:30 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Hawksmoore Dr./Rock Creek/Melville Circle (approx)	Mile Marker			
<b>Mile 8 AID Station - Water and Powerade</b>	Water Station Volunteer Leader	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.



AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
AID Station - Water and Powerade	Volunteer	7:15 a.m. - 10:35 a.m.	Southbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Bellhaven	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Fairmount Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Mountclair Ave.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Woodbluff Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
Rock Creek and Childs Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Westbound is closed	8:40 a.m. - 10:25 a.m.
<b>Section 10</b>				
High St. at Wimbleton Lane	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Rock Creek and High St.	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
High St. (Childs School)	Volunteer	8:35 a.m. - 10:45 a.m.	Southbound is closed	8:45 a.m. - 10:35 a.m.
<b>High Street at Childs Elementary</b>	<b>IU Health BLS Team - OPTION B</b>	8:35 a.m. - 10:45 a.m.		8:45 a.m. - 10:35 a.m.
<b>High street and Rockcreek - Leaving Rock Creek and turning onto High Street begin lane separation with traffic cones on High Street that will continue to and thru the High Street/Winslow Roundabout. SEE DIAGRAM</b>		8:35 a.m. - 10:45 a.m.		8:45 a.m. - 10:35 a.m.
High St. and Wexley	Volunteer	8:35 a.m. - 10:45 a.m.	Southbound is closed	8:45 a.m. - 10:35 a.m.
<b>High street and Winslow Roundabout - continue High street lane separation thru the roundabout making a lane for runners (right hand side) to proceed on Winslow and leaving the center lane of the roundabout open. On Winslow exiting the roundabout begin lane separation with traffic cones up the hill to and through the corner onto Highland. SEE DIAGRAM</b>			limited - follow traffic control officer	
High St./Winslow/Rogers Roundabout	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
High St./Winslow/Rogers Roundabout	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Winslow and Abby Lane	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.

Winslow and Xavier Court	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
On Winslow just after Xavier Ct and before Allendale (approx)	Mile Marker			
Winslow and Allendale	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
Winslow and Highland	Bruce Wilds Security	8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
<b>At Winslow and Highland intersection - Leaving Winslow and turning onto Highland continue lane separation with traffic cones on Highland that will continue to the Highland and Azalea intersection. Make sure to leave openings to enter the Winslow Park parking lot and all YMCA entrances. SEE DIAGRAM</b>				
		8:35 a.m. - 10:45 a.m.	limited - follow traffic control officer	8:45 a.m. - 10:35 a.m.
Winslow and Highland	Volunteer	8:35 a.m. - 10:45 a.m.	Westbound Winslow is closed	8:45 a.m. - 10:35 a.m.
<b>Section 11</b>				
Highland and Winslow Farm	Volunteer	8:40 a.m. - 10:55 a.m.	Northbound traffic is closed	8:50 a.m. - 10:45 a.m.
Highland and Winslow Park (Parking Lot)	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Highland and YMCA Upper Parking lot	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Highland and YMCA Main Entrance	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
YMCA Gymnastics Facility	Volunteer	8:40 a.m. - 10:55 a.m.	Northbound traffic is closed	8:50 a.m. - 10:45 a.m.
Highland and Azalea	Bruce Wilds Security	8:40 a.m. - 10:55 a.m.	limited - follow traffic control officer	8:50 a.m. - 10:45 a.m.
Azalea and Chris Lane	Volunteer	8:40 a.m. - 11:10 a.m.	Northbound traffic is closed	8:53 a.m. - 11:00 a.m.
Azalea and Keri Marie Lane	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
On Azalea after Keri Lane and before Summerwood Ct (approx)	Mile Marker			
<b>Mile 10 AID Station - Water and Powerade - Between Erin Ct. and Summerwood Ct. on the North side of the street where the posts are in the ground for the Summitview Place dead-end.</b>				
	Water Station Volunteer Leader	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
AID Station - Water and Powerade	Volunteer	7:30 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
<b>Mile 10 AID Station</b>	<b>IU Health EMS - OPTION C - ALS</b>	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Azalea and Summerwood Ct.	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Azalea and Wylie Farm Road	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.

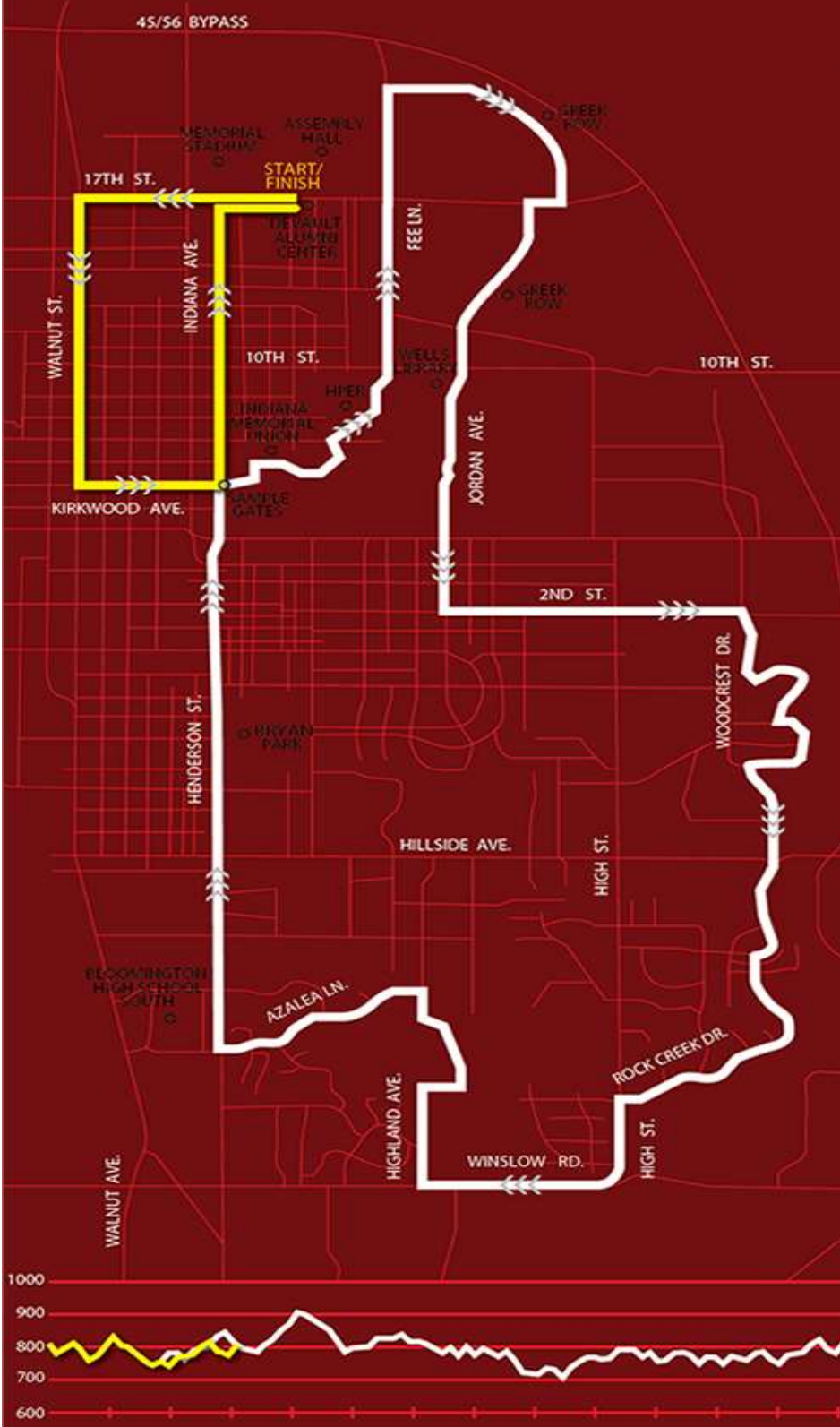
<b>At Azalea and Wylie Farm Road intersection - After leaving Azalea and turning onto Wylie Farm Rd begin lane separation with traffic cones on Wylie Farm Rd that will continue to and through the intersection of Wylie Farm Rd and Henderson. SEE DIAGRAM</b>		8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Wylie Farm Rd. and Bayberry Dr.	Volunteer	8:40 a.m. - 11:10 a.m.	Westbound lane is closed	8:53 a.m. - 11:00 a.m.
Wylie Farm Rd./Henderson/South Dr.	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.
<b>HENDERSON FROM WYLIE FARM/SOUTH DRIVE INTERSECTION - traffic cones should continue lane separation from Wylie Farm Road all the way to ATWATER at which point the course is one way and closed to motor traffic.</b>				
Henderson St. and North Dr.	Bruce Wilds Security	8:40 a.m. - 11:10 a.m.	limited - follow traffic control officer	8:53 a.m. - 11:00 a.m.
<b>Section 12A</b>				
Henderson St. and Summit View Apts.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Miller Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Moody	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Thornton	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Black Lumber	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Melrose Apts.	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Southern Ave.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
On Henderson between Southern and Hillside (approx)	Mile Marker			
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Brenda Lane	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Driscoll St.	Volunteer	8:50 a.m. - 11:20 a.m.	Northbound lane is closed	8:59 a.m. - 11:10 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:50 a.m. - 11:20 a.m.	limited - follow traffic control officer	8:59 a.m. - 11:10 a.m.
<b>Section 12B</b>				
Henderson St. and Davis	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. Bryan Park (Parking Lot)	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Allen	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Dixie (Bryan Park) Pkg Lot	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Dodds	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.
Henderson St. and Maxwell	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	limited - follow traffic control officer	9:01 a.m. - 11:15 a.m.
Henderson St. and Wylie	Volunteer	8:50 a.m. - 11:25 a.m.	Northbound lane is closed	9:01 a.m. - 11:15 a.m.

Henderson St. and 1st St.	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	limited - follow traffic control officer	9:01 a.m. - 11:15 a.m.
<b>Section 12C</b>				
Alley between 1st street and University St.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St. and University St.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
Henderson St. and 2nd St.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
Henderson St. and Hunter Ave.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St. and Smith Ave.	Volunteer	8:50 a.m. - 11:35 a.m.	Northbound lane is closed	9:02 a.m. - 11:25 a.m.
Henderson St./Atwater Ave./Indiana Ave.	Bruce Wilds Security	8:50 a.m. - 11:35 a.m.	limited - follow traffic control officer	9:02 a.m. - 11:25 a.m.
<b>Section 13A</b>				
On Henderson at 3rd street (approx)	Mile Marker			
Indiana Ave. and 3rd St.	IUPD	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and 4th St.	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
Indiana Ave. and Alley next to Starbucks	Volunteer	8:55 a.m. - 11:30 a.m.	closed	9:06 a.m. - 11:20 a.m.
<b>Section 13B</b>				
Indiana Ave. and Kirkwood	IUPD	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	IU Health EMS - OPTION E (MR10)	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Von Lee Parking Lot	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 6th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
<b>Mile 2(5K) and 12 AID Station - Water and Powerade</b>	Water Station Volunteer Leader	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	6:30 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.

Indiana Ave. and 7th St.	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 7th St. (approx)	Mile Marker			
Indiana Ave. and Parking lot Alley	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 8th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 9th St.	Volunteer	7:50 a.m. - 11:40 a.m.	closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 10th St.	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.
<b>INDIANA AVE. FROM 10TH STREET TO 15TH - traffic cones should separate the runner lane all the way from 10th street to 15th street.</b>			Northbound lane is closed	
Indiana Ave. and Hillcrest Apartments lot	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Cottage Grove	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 11th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 12th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 12th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 13th St.	IUPD	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 14th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 15th St.	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	<b>DIRECTIONAL ARROW SIGNS</b>	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	<b>DIRECTIONAL ARROW SIGNS</b>	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
IUCU Drive Through (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Exit (5K Route)	Volunteer	7:50 a.m. - 11:40 a.m.	Northbound lane is closed	8:06 a.m. - 11:30 a.m.
17th and Indiana Ave. blocking 17th	IUPD	7:50 a.m. - 11:40 a.m.	limited - follow traffic control officer	8:06 a.m. - 11:30 a.m.

5K

HALF MARATHON





## Board of Public Works Staff Report

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**Project/Event:** Bloomington Community Farmers' Market  
**Petitioner/Representative:** Marcia Veldman, Farmers' Market Coordinator  
**Staff Representative:** Sean Starowitz  
**Date:** January 23, 2018

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### Report:

The Bloomington Parks and Recreation Department is requesting use of Showers Common and Showers Plaza and the closing of a section of 8<sup>th</sup> Street between the B-Line Trail and Morton Street for the 2018 Bloomington Community Farmers' Market which begins April 7 and ends on November 24. Street Closure and Showers usage will be from 4:00 a.m. to 2:00 p.m. each Saturday. Parks and Recreation is requesting the three metered parking spaces just west of the B-Line on the north side of 8th St. on Saturdays from 8 am until 1 pm in April through November to allow for food trucks during the Market.

Also requested is permission to use a section of Madison Street adjacent to Bloomingfoods for the Tuesday Market. The Tuesday Market begins June 5th and ends September 25th. Closure will be from 2:00 p.m. until 8 p.m. Businesses on the north end of the block have full access during this time.

A Noise Permit is requested for the dates and times of the 2018 Bloomington Community Farmers' Market and the Tuesday Market.

In 2017 customer attendance at the Markets was more than 250,000.

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**Recommend**  **Approval**  **Denial by: Sean M. Starowitz**



## SPECIAL EVENT APPLICATION

**City of Bloomington**  
**Department of Economic and Sustainable Development**  
**401 N. Morton Street, Suite 150**  
**Bloomington, Indiana 47404**  
**812-349-3418**  
**Department of Public Works**  
**812-349-3410**

### 1. Applicant Information

Contact Name:	Marcia Veldman		
Contact Phone:	812-349-3738	Mobile Phone:	812-325-2446
Title/Position:	Farmers' Market Coordinator		
Organization:	COB Parks		
Address:	401 North Morton		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	veldmanm@bloomington.in.gov		
Organization E-Mail and URL:	same		
Org Phone No:	same	Fax No:	812-349-3705

### 2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	n/a		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			



Phone Number:		Mobile Phone:	
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### 3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 7 – November 24 for the Saturday Market and June 5 – September 25 for the Tuesday Market		
Time of Event:	Date:	Start: 8 am	Date: End: 1 pm
Setup/Teardown time Needed	Date:	Start: 4 am	Date: End: 2 pm
Calendar Day of Week:	Saturday and Tuesday		
Description of Event:	<p>The Bloomington Community Farmers' Market, held on Saturday April – November at Showers Common and Tuesdays, June – September on Madison St. from 6<sup>th</sup> north to the alley.</p> <p>On Saturdays we request the closure of 8<sup>th</sup> Street through Showers Common and the use of three metered parking space on 8<sup>th</sup> St. to the west of the B-Line trail.</p> <p>On Tuesdays we request the closure of Madison St. from 6<sup>th</sup> St. to the alley from 2 pm until 8 pm, including the metered parking spaces.</p>		
Expected Number of Participants:	250,000	Expected # of vehicles (Use of Parking Spaces to close): 3 on Saturday and 9 on Tuesdays.	

### 4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit application

**IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:**

***Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking***

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

## NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3589

### Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov)

### Event and Noise Information

Name of Event:	Bloomington Community Farmers' Market			
Location of Event:	Showers Common/Madison St.			
Date of Event:	April - November	Time of Event:	Start:	
Calendar Day of Week:	Saturday and Tuesday		End:	
Description of Event:	Bloomington Community Farmers' Market and the Tuesday Market			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

### Applicant Information

Name:	Marcia Veldman		
Organization:	COB Parks and Recreation Dept.	Title:	Market Coordinator
Physical Address:	401 North Morton St.		
Email Address:	veldmanm@bloomington.in.gov	Phone Number:	812-349-3738
Signature:		Date:	1/16/18

### FOR CITY OF BLOOMINGTON USE ONLY

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

**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Kelly M. Boatman, Vice-President

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Date

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Dana Palazzo, Secretary

# Waste and Recycling Management Plan Template

Event name: \_\_\_\_\_BCFM\_\_\_\_\_

Number of expected attendees: \_\_\_\_\_250,000\_\_\_\_\_

Number of food vendors: \_\_\_\_\_16\_\_\_\_\_

Number of other vendors: \_\_\_\_\_130\_\_\_\_\_

**Designated waste and recycling manager:** This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

**Event map:** In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

**Targeted waste:** Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
Landfill	Totes
Recycling	Clear Stream Recycling Bins
Compost	Only for Specific Events

\*Note that “compostable” plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

**Collection and hauling system:** Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

**Vendor and volunteer education and training:** Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

**Materials and supplies:** List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

**Designation of duties:** Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_\_\_\_.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

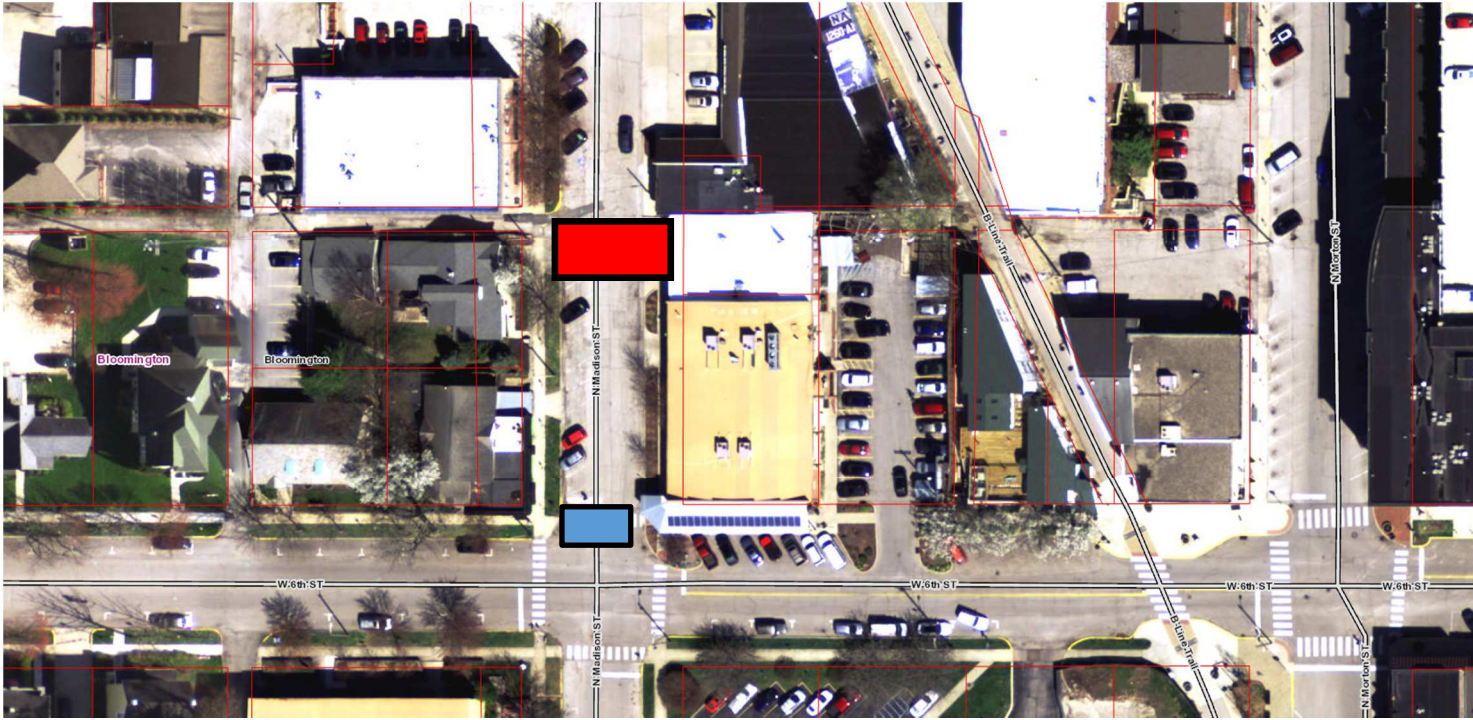
PETITIONER:  
DATE:

**Contact Information- Other**

	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department  (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



# Tuesday Market—Street Closing



Type 3 Barricades



City Vehicle

# Saturday Market - Closure of 8th St. and Utilization of 3 Metered Parking



 City Vehicle

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/19/2018	Payroll				415,816.27
					<u>415,816.27</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 **\$ 415,816.27**

**Dated this 23rd day of January year of 2018.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Report

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**Project/Event:** Change Order #1 for Right of Way Clearing at Tapp Road and Rockport Road

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** January 23, 2018

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Change Order #1 consist of claims for additional work performed that were not part of the original contract.

There were six claims submitted by the contractor for additional work performed totaling \$7,200.00. The claims were for additional tree removal/trimming, and the removal of a shed and fencing.

The original contract amount for the project was \$54,000.00. Change Order #1 will result in an increase to the contract of \$7,200.00. The new contract sum including this change order will be \$61,200.00.

This project is TIF funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the Right of Way Clearing at Tapp Road and Rockport Road.

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

# CHANGE ORDER



Project Name:  
Right of Way Clearing at Tapp Road & Rockport Road  
Contractor:

Change Order Number: 1  
Date of Change Order: Thursday, January 04, 2018  
Engineer's Project #:

J.R. Ellington Tree Expert Co.  
680 West That Road  
Bloomington, Indiana 47403

NTP Date: Monday, October 30, 2017  
Allowable Calendar Days (includes holiday's)  
Original Completion Date: Thursday, November 30, 2017

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	Remove shed and part of fence (Lot 10)		/	1,000.00
2	Removal of 2 large pine trees		/	2,000.00
3	Removal of limbs on large oak tree		/	1,000.00
4	Trim back row of pine trees on Tapp Road		/	1,800.00
5	Trim 3 trees over power line		/	400.00
6	Remove fence along Tapp Road		/	1,000.00
7			/	
8			/	
9			/	

The original Contract Sum:	\$54,000.00
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$54,000.00
The Contract Sum will be changed by this Change Order in the amount of:	\$7,200.00
The new Contract Sum including this Change Order will be:	\$61,200.00
The Contract Time will be changed by:	0 days

The date of Substantial Completion as of the date of this Change Order therefore is: Thursday, November 30, 2017

*(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	J.R. Ellington Tree Expert Co.	Board of Public Works
Transportation & Traffic Engineer	CONTRACTOR	OWNER
401 North Morton Street	680 West That Road	401 North Morton Street
ADDRESS	Bloomington, Indiana	ADDRESS
	ADDRESS	
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



Date 11/15/2017

## Field Change Request

**Project:** Tree Removal at Tapp & Rockport

**Number:** 1

**Contractor Name:** J.R. Ellington Tree Expert

**Contact:** Jeff Ellington

**Subject:** Please provide a quote for the following items:

Removal of shed and fence.

Removal of two large pine trees.

Removal of limbs on large oak tree.

Trim back row of pines on Tapp Road.

Trim back three trees near power line.

Remove fence along Tapp Road.

Amount: \$ 7,200.00

Contractor's Signature: J.R. Ellington

Date: 1-4-2017

Work amount accepted

Yes

No

Project Manager Matt Smerchinski

Date: 1-11-18

from



# Invoice / Proposal

J.R. ELLINGTON  
**TREE EXPERT CO.**

680 W. That Road • Bloomington, IN 47403

**812-332-5882**

Licensed and Certified by Indiana State Chemist

Invoice No.

01021802

Sheet No.

Date

1-2-2018

### Proposal Submitted To

Name City of Bloomington  
Street 401 N. Milton St  
City Bloom State IN 47404  
Telephone Number 812-349-3520

### Work To Be Performed At

Name Right of Way Tapp Rd. RAK part  
Street \_\_\_\_\_  
City Bloom State IN  
Telephone Number Marx Smithurst

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

- Removal of Shed and part of fence - \$ 1,000
- Removal of 2 large pine trees \$ 2,000
- Removal of Limbs on large oak over power lines \$ 1,000
- Trim Back Row of pine trees, Tapp Rd. \$ 1,800
- Trim Back 3 trees over power lines \$ 400
- Removal of fence on Tapp Rd. \$ 1,000

**★ Extra work Add ons \$ 7,200**

**Please pay from this invoice.  
No statement will be sent.  
THANK YOU FOR YOUR BUSINESS.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Seven Thousand Two Hundred Dollars (\$ 7,200 )  
with payments to be made as follows: \$ 0 Deposit, Balance \$ 7,200 Due Upon Completion.

Any alteration or deviation from above specifications involving extra work, will become an extra charge over and above the estimate. Insurance on above work to be taken out by

J.R. Ellington Tree Experts



Respectfully submitted [Signature]

All work to be completed in 60 days subject to weather, accidents or delays beyond our control.



Note - This proposal may be withdrawn by us if not accepted within 60 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. Upon default of payment partial or full, a lien will be place on the property.

Accepted/Date \_\_\_\_\_ Signature \_\_\_\_\_

After 30 days, a 1-1/2% service charge per month will be assessed to the account.





# Board of Public Works Staff Report

**Project/Event:** Resolution 2018-03 Public Need to Purchase Right of Way for the 2nd-Bloomfield Multimodal Safety Improvements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 01/23/2018

**Report:** This project will construct a multiuse path along the north side of W 2<sup>nd</sup> Street/W Bloomfield Road from S Patterson Drive to S Adams Street. It will also construct improvements for the signalized intersections of West Bloomfield Road at S Landmark Avenue and W 2<sup>nd</sup> Street at S Patterson Drive. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with for federal funding for preliminary engineering (\$104,331), construction engineering (\$50,491), and construction (\$711,608). Construction is expected in 2019.

The project will require purchase of additional right of way from up to eight parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Resolution 2018-03 Public Need to Purchase Right of Way for the 2nd-Bloomfield Multimodal Safety Improvements Project.

**Recommend**  **Approval**  **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	01/10/2017
Design Services Contract	Approved	02/21/2017
ROW Services Contract*	Pending	01/23/2018
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>01/23/2018</b>
Construction Inspection Contract	Future	2018
Construction Contract	N/A**	2019

\*ROW Services are a supplement to the existing Design Services contract.

\*\* Construction contracts for federally funded projects are approved and managed by INDOT.

RESOLUTION 2018-03  
BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to do construction improvements along the north side W. 2<sup>nd</sup> Street/W. Bloomfield Road from S. Patterson Drive to S. Adams Street and at the intersections of W. Bloomfield Road at S. Landmark Avenue and W. 2<sup>nd</sup> Street at S. Patterson Drive; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within thirty (30) days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this 23<sup>rd</sup> day of January, 2018.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard

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Kelly M. Boatman

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Dana Palazzo

# Attachment A

Parcel	Owner Name	Property Address	Owner Address	State Parcel ID
1	Doc Premier Landmark MOBs, LLC	600 S. Landmark Avenue	c/o Altus Group, P. O. Box 92129, Southlake, TX 76092	53-08-05-205-001.000-009
2	Adams Crossing LLC	W. Bloomfield Road	525 S. Landmark Avenue, Bloomington, IN 47403	53-08-05-200-046.000-009
3	Terri A. and Frances MacMorran	1210 W. 2nd Street	1210 W. 2nd Street, Bloomington, IN 47403	53-08-05-200-021.000-009
4	Awesi Investments LLC	1208 W. 2nd Street	120 N. Lynhurst, Indianapolis, IN 46224	53-08-05-200-020.000-009
5	Jean Stillions Trust	1209 W. 2nd Street	1209 W. 2nd Street, Bloomington, IN 47403	53-08-05-200-027.000-009
6	Steven L. Ackerman & Kim Douglas Lynch	1207 W. 2nd Street	417 Alisa Avenue, Seymour, IN 47274	53-08-05-200-034.000-009
7	Anita Shields	1204 W. 2nd Street	6780 S. Church Road, Bloomington, IN 47401	53-08-05-200-009.000-009
8	CFC, Inc.	1184 W. 2nd Street	P. O. Box 729, Bloomington, IN 47402	53-08-05-200-037.000-009





# Board of Public Works Staff Report

**Project/Event:** Approval of Supplement 1 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 01/23/2018

**Report:** This project will construct a multiuse path along the north side of W 2<sup>nd</sup> Street/W Bloomfield Road from S Patterson Drive to S Adams Street. It will also construct improvements for the signalized intersections of West Bloomfield Road at S Landmark Avenue and W 2<sup>nd</sup> Street at S Patterson Drive. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with for federal funding for preliminary engineering (\$104,331), construction engineering (\$50,491), and construction (\$711,608). Construction is expected in 2019.

WSP USA, Inc. is currently under contract for preliminary engineering services with a total contract amount of \$246,986.04. This supplement will remove some unnecessary real estate services from that contract and add necessary appraisal and right of way acquisition services with a total fee increase of \$34,765. The new total contract amount will be \$281,751.04. This contract is funded by the Consolidated TIF and staff anticipates taking a funding request to the RDC on 1/22/18 for this additional work.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Supplement 1 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project.

Recommend  Approval  Denial by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	01/10/2017
Design Services Contract	Approved	02/21/2017
<b>ROW Services Contract*</b>	<b>Current Item</b>	<b>01/23/2018</b>
Public Need Resolution	Pending	01/23/2018
Construction Inspection Contract	Future	2018
Construction Contract	N/A**	2019

\*ROW Services are a supplement to the existing Design Services contract.

\*\* Construction contracts for federally funded projects are approved and managed by INDOT.

**LPA – CONSULTING CONTRACT  
SUPPLEMENT NO. 1**

This supplemental contract is made and entered into this \_\_\_\_\_ day of January, 2018, by and between the City of Bloomington, Indiana, hereinafter referred to as the "LPA", and WSP USA, Inc., hereinafter referred to as the "Consultant".

**WITNESSETH**

WHEREAS, the LPA on February 21, 2017, entered into a contract, providing for the necessary services required in connection with the signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

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

1. SECTION I of the original contract is revised as summarized in Appendix "E", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.
2. SECTION IV of the original contract is amended to read as follows:

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "F" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **281,751.04.**

3. All other terms and conditions of the contract shall remain in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**

Duane McKinney, Area Manager  
Print or type name and title

\_\_\_\_\_  
Signature and date

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**LOCAL PUBLIC AGENCY**

Recommended for approval by:

John Hamilton, Mayor  
Print or type name and title

\_\_\_\_\_  
Signature and date

Kyla Cox Deckard, President,  
Board of Public Works  
Print or type name and title

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Print or type name and title

\_\_\_\_\_  
Signature and date

ATTEST:

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
(Signature)

**APPENDIX "E"**  
**ADDITIONAL SCOPE**

**2<sup>nd</sup>/Bloomfield, Des No 1601851**

The original scope/fee included the following:

R/W Plan Development	10 parcels @ \$3,000 each	\$30,000.00
APA	First Appraisal Group, Inc., 10 parcels @ \$225 each	\$2,250.00
R/W Staking	SJCA P.C. (10 parcels @ \$200 each)	\$2,000.00
<b>Total</b>		<b>\$34,250.00</b>

Based on preliminary design, only eight parcels will be impacted, not ten. Therefore, the scope/fee will be modified as follows (a decrease in fee of \$6,850.00):

R/W Plan Development	8 parcels @ \$3,000 each	\$24,000.00
APA	First Appraisal Group, Inc., 8 parcels @ \$225 each	\$1,800.00
R/W Staking	SJCA P.C. (8 parcels @ \$200 each)	\$1,600.00
<b>Total</b>		<b>\$27,400.00</b>

However, per the request of the LPA, the following will be added to the scope/fee (an additional fee of \$41,615.00):

<b>Task</b>	<b>Unit Cost / Parcel</b>	<b>Number of Parcels</b>	<b>Total Dollars</b>
Right of Way Acquisition Management	\$1,050	8	\$8,400.00
Appraisal			
<i>Waiver Valuation</i>	\$630	4	\$2,520.00
<i>Value Finding</i>	\$1,785	1	\$1,785.00
<i>Short Form</i>	\$2,625	3	\$7,875.00
Appraisal Review			
<i>Waiver Valuation</i>	\$370	4	\$1,480.00
<i>Value Finding</i>	\$895	1	\$895.00
<i>Short Form</i>	\$1,260	3	\$3,780.00
Buying	\$1,785	8	\$14,280.00
Recording			\$600
<b>Total</b>			<b>\$41,615.00</b>

These changes equate to an overall fee increase of \$34,765.00. Tasks included in the additional scope include:



### **Appraising Services**

The Consultant is to perform a real estate appraisals for eight parcels, as identified on the design plans, that are within the limits of this project and prepare the appropriate appraisal reports in accordance with "The INDOT Appraisal Manual".

The Consultant agrees to furnish the LPA with all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on map attached to the report that is to be furnished to the LPA.

The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for the eight identified parcels.

### **Review Appraisal Services**

The Consultant agrees to make the Review Appraisal Report / Appraisal Problem Analysis Report for the eight identified parcels. The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

### **Negotiation Services**

1. The CONSULTANT shall make every reasonable effort to acquire the parcel expeditiously.
2. The CONSULTANT shall make a prompt offer to acquire the parcel for the full amount, which has been established and approved by the LPA as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to the parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
  - a. Make all reasonable efforts to personally contact the owner or his/her designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make 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 CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.

3. 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 LPA.
4. A revised offer and summary statement of just compensation shall be provided the owner if:
  - a. The extent of the taking is revised, or
  - b. The approved estimate of just compensation is revised by the Review Buyer, or
  - c. If the purchase of Excess land requires a new or revised SJC.
5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
  - a. The date and place of contact,
  - b. The parties of interest contacted,
  - c. The offer made,
  - d. The counter offer or reasons offer was not accepted,
  - e. The signature of the CONSULTANT, date, and initials of the person contacted.
6. The property owner must be given a copy of the report on each contact.
7. The CONSULTANT further agrees that the parcel shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
  - a. The written agreement secured, embodies all considerations agreed to by the property owner;
  - b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
  - c. The agreement was reached without coercion of any type.
9. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA:
  - a. The recommendation shall consider administrative settlement, include the amount

of settlement and reasons for a settlement,

- b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.

10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.

11. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) based on the current standards set by INDOT's Central Office.

### **Right of Way Management**

The CONSULTANT shall coordinate all of the right of way services related activities and make sure to complete all of the activities within the schedule established by the LPA.

The CONSULTANT shall provide weekly progress reports for all activities related to right of way services to the LPA.

The CONSULTANT shall record the completed parcels with the local agency with jurisdiction and provide a proof of records to the LPA.

**APPENDIX "F"****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$281,751.04 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

**B. Method of Payment**

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
  - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 2/21, 2017 ("Effective Date") by and between the City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Parsons Brinckerhoff, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of New York.

Des. No.: 1601851

Project Description: Signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 12/31/19. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$246,986.04**.

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
  - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
  - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.



9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:



Notices to the LPA shall be sent to:

Neil Kopper, PE  
Planning & Transportation Dept, City of Bloomington  
401 N. Morton St., Suite 130  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Ericka Miller, PE, PTOE  
WSP | Parsons Brinckerhoff, Inc.  
115 W. Washington Street, Suite 1270S  
Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    3. Make progress so as to endanger performance of this Contract; or
    4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**

Shelby A Swango  
Signature

Shelby A Swango / Area Manager  
(Print or type name and title)

Attest:

N Bolden 2/23/17  
Signature

Nicole Bolden, Clerk  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

Kyla Cox Deckard  
Signature

Kyla Cox Deckard, President, Board of  
(Print or type name and title) 2/21/17 Public Works

Frank Sabatine 2/23/17  
Signature

Frank Sabatine, Interim Director, Dept. of  
(Print or type name and title) Planning + Transportation

Philipppa M. Guthrie  
Signature

John Hamilton, Mayor  
(Print or type name and title)

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:  
Jackie Moore  
DATE: 2.14.17

CITY OF BLOOMINGTON  
Controller  
Reviewed by:  
[Signature]  
DATE: 2/16/17  
FUND/ACCT: 439

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

### SCOPE OF WORK

#### 2<sup>nd</sup>/Bloomfield

The CONSULTANT has been selected to prepare final contract documents for a new segment of multiuse path along the north side of Bloomfield between Adams & Patterson and traffic signal replacements at the intersections of Bloomfield & Landmark and Bloomfield & Patterson. Design plans will include one signal head per lane, traffic signal backplates, pedestrian countdown indications, accessible push-buttons, and upgraded curb ramps. Some minor geometric improvements are also expected. The final contract documents will include plans, specifications and a cost estimate. The following Scope of Work outlines the key steps necessary for project development:

#### **Task 1. Project Set-Up and Ongoing Management**

Through its Business Management System (BMS), the CONSULTANT has a recognized project management and quality control system with an established series of tracking templates. It is through the BMS that the CONSULTANT manages its projects, facilitating the team's adherence to project scope, schedule and budget. The CONSULTANT's project manager, Ericka Miller, will comply with the BMS procedures by preparing a project management plan and associated documents to guide the project. This shall include a schedule and monthly reviews of project budget and expenditures.

Monthly invoices will be prepared for submittal to the LPA. Invoices will include a monthly progress report and will show percent of each task completed during the billing cycle, as well as the total percent of each task completed to date. At the LPA's request, project manager Ericka Miller will also assist with quarterly reports for the Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO) and call into quarterly tracking meetings as necessary.

#### **Task 2. Topographic Survey Data Collection**

The CONSULTANT will provide topographic survey as follows:

- intersection of Bloomfield & Landmark
  - 250' back from stop bar on west leg; 350' back from stop bar on east leg
    - 70' north/south of centerline, for 140' total width
  - 200' back from stop bar on north leg
    - 50' east/west of centerline, for 100' total width
  - 50' back from sidewalk crossing on south leg
    - Corridor width – approx. 50' width centered on driveway

- intersection of Bloomfield & Patterson
  - 250' back from stop bar on all legs
    - 100' total width, 50' from centerline
- Bloomfield Rd from Adams St to Patterson Dr
  - Will tie in with intersection above
  - Western limit should include curb ramps on the NW & SW corners of Bloomfield & Adams – survey through intersection to pick up all four ramps
  - Corridor Width
    - south side of Bloomfield - 50' from centerline
    - north side of Bloomfield - 75' from centerline

As a part of this effort, the CONSULTANT will:

- Prepare a Notice of Survey to comply with Indiana Code IC 8-23-7-26 through 8-23-7-28.
- Determine the location of monuments which may control the centerline, right-of-way lines and other boundary lines.
- Establish vertical data based on the North American Vertical Datum of 1988.
- Identify horizontal location of utilities as marked by the individual utilities through a notice sent to Indiana811. Where utilities are accessible through structures, vertical information regarding the utilities shall be shown.
- Set and reference survey centerlines in accordance with the current Indiana Design Manual.
- Prepare a field survey book that complies with INDOT requirements and include a location control route survey plat.

### Task 3. Environmental Document

The following scope is based on the assumption of a Level 1 CE document (R/W less than 0.5 acre).

**Field Reconnaissance:** NS Services will send survey notice letters to adjacent property owners. NS Services will visit the project area and record all pertinent data necessary for the CE document.

**Early Coordination & Red Flag:** NS Services will send early coordination letters and appropriate graphics to pertinent agencies or persons to elicit responses for inclusion into the project commitments for the CE document. NS Services will complete an RFI report and submit to INDOT for approval.

**Archaeological/Historic Architecture (Section 106):** It is assumed that this project will fall under the Minor Project Programming Agreement (MPPA), requiring INDOT Cultural Resource Office (CRO) review.

A qualified professional historian will conduct a field check to document the existing conditions of the project vicinity and confirm that no unusual features contributing to the historic district would be impacted. A summary of their findings will be written and submitted to INDOT Cultural Resources Office (CRO) to obtain their concurrence. If no unusual features are identified, and INDOT, CRO concurs with the finding, Section 106 responsibilities would be concluded.

If unusual features are identified, which would invalidate the usage of the MPPA, a full Section 106 review will be required. These documents would be outside of this scope of work and would require additional fees.

**Categorical Exclusion / Environmental Documentation:** The CE documentation includes gathering and documenting information applicable to the scope of the project and the resulting impacts to the natural and

man-made environment. The draft CE Documents will be submitted to INDOT for review, approval and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.

#### **Task 4. Conceptual Design**

The CONSULTANT will develop preliminary design concepts for the LPA's review/approval. Per the scoping meeting held on 1/5/17, the CONSULTANT will review recently completed capacity analysis related to the project area. Synchro files will be provided to the CONSULTANT by the LPA. Final decisions regarding possible geometric changes will consider the results of the capacity analysis. Per the LPA, only existing year traffic volumes will be considered.

The following design elements will be considered:

- Multiuse path along the north side of Bloomfield between Adams & Patterson
  - 10'-width desired; 8'-width minimum (these widths assume there is a buffer between the path and the street)
  - INDOT standard pavement section will be utilized
  - Installation of curb & gutter from Plumbing Supply driveway east to Patterson
  - Potential for reduced lane widths on Bloomfield
    - Minimum lane width of 10' preferred (minimum lane width of 11' for curb lane)
  - Potential for retaining wall (cast-in-place wall with a form-liner)
- Signal upgrades – Bloomfield & Patterson and Bloomfield & Landmark
  - Explore strategies to reduce motor vehicle turning speeds and reduce pedestrian exposure. Strategies may include smaller corner radii or other geometric features.
  - Storm sewer design as necessary
  - New traffic signal controllers
    - Proprietary materials justification will likely be required for Econolite Cobalt controllers
  - One signal head per lane with backplates
  - Black mast arms and poles
  - Pedestrian countdown indications and APS push-buttons
    - Proprietary materials justification will likely be required for Polara push-buttons
  - Continental crosswalks and PROWAG-compliant curb ramps (two ramps per corner where possible)
  - Emergency vehicle preemption at the intersection of Bloomfield & Patterson
    - Proprietary materials justification will likely be required for Opticom emergency vehicle preemption

#### **Task 5. Stage 2**

After the LPA has reviewed and commented on the design concepts, the CONSULTANT will refine the design and provide preliminary plans to the LPA to include on a project website. A preliminary cost estimate will also be provided to the LPA at this stage. The Stage 2 plans and estimate will be submitted to the LPA only (not INDOT).

The CONSULTANT will schedule a preliminary field check with LPA staff, applicable utilities and INDOT representatives to review the preliminary design plans. Plans will be distributed to utility representatives in



advance of this meeting, and meeting minutes will be distributed to attendees after the meeting. After the preliminary field check, the CONSULTANT will review utility concerns and work with the utilities to determine the best means to resolve conflicts, either through redesign or utility relocation. The CONSULTANT will coordinate with the utilities to obtain work-plans for all utilities that are potentially impacted by the project.

At this stage, pavement design will be coordinated with INDOT for approval in the form of an INDOT LPA Pavement Design Request form and abbreviated proposed pavement design.

### **Task 6. Stage 3**

After the LPA has reviewed and commented on the Stage 2 plans, the CONSULTANT will prepare Stage 3 plans and specifications, and will include applicable items from the Indiana Design Manual (IDM) 14-2.01(12). All design will be in accordance with the current IDM, the current Indiana Manual on Uniform Traffic Control Devices (IN MUTCD), and the Public Rights-of-Way Accessibility Guidelines (PROWAG). At the completion of the utility coordination effort, work-plans will be gathered, and a corresponding utility certification form will be submitted to INDOT. The CONSULTANT will submit the contract prep document to the INDOT Area Engineer and upload Stage 3 plans to ERMS for INDOT review/comment. The CONSULTANT will also provide the Stage 3 design documents to the LPA for review/comment.

The CONSULTANT will send one representative to participate in up to two meetings with property owners in Bloomington; it is assumed that these meetings will be coordinated by the LPA.

### **Task 7. Final Tracings**

After the receipt of comments from the LPA and INDOT, the CONSULTANT will make necessary changes/updates, and a final plan set will be developed for bid. Final Tracings design documents will include applicable items from IDM 14-1.02(04).

Construction cost estimates will be based on the CONSULTANT's professional experience and judgment and shall be deemed to represent the CONSULTANT's opinion. The CONSULTANT has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, the CONSULTANT does not guarantee that proposals, bids, or the actual facility cost will be the same as the CONSULTANT's estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost.

The CONSULTANT will upload Final Tracings to ERMS for INDOT approval. The CONSULTANT will also provide the Final Tracings design documents to the LPA for reference.

### **Task 8. Bidding Process & Post Bid Services**

The CONSULTANT will be available to answer questions related to the final contract documents; up to 20 hours of services will be provided by the CONSULTANT.

### **Task 9. Geotechnical Services**

The CONSULTANT will obtain the necessary geotechnical data and prepare the geotechnical report.

Results/Deliverables will include:

- Geotechnical data collection and analysis
- Geotechnical Report
- Geotechnical Review of Final tracings submittal

The project will require a geotechnical investigation in accordance with the INDOT Office of Geotechnical Services 2016 INDOT Geotechnical Manual. Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within 10 feet of the ground surface. Furthermore, nearby bedrock units may be karst prone.

The investigation is anticipated to consist of the following elements:

- For Intersection Improvements at Bloomfield Rd and Patterson Dr
  - 1 Traffic Structure Cantilever Borings TS-1
  - 1 Road Boring RB-1 to Top of Rock (assumed 10 feet)
  - 2 pavement cores (1 taken at each boring location)
  
- For Retaining Wall on North Side of Bloomfield Rd from Adams St to Patterson Dr
  - Wall Height 6 feet with sloping backfill
  - Wall Length 550 feet
  - Retaining Wall Back Borings Every 100 feet for wall less than 20 feet high
    - RW-1, RW-3, RW-5, RW-7 with 10 foot rock core
    - RW-2, RW-4, RW-6 to top of rock
  
- For Intersection Improvements at Bloomfield Rd and Landmark Dr
  - 1 Traffic Structure Cantilever Borings TS-2
  - 1 Road Boring RB-2 to Top of Rock (3 SPTs) (assumed depth of 10 feet)
  - 2 pavement cores (1 taken at each boring location)

Activities will include:

- Geotechnical Scoping Meeting with INDOT Office of Geotechnical Services to coordinate geotechnical investigation.
- Coordinate selection of pavement core and test boring locations with INDOT OGS.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control on Bloomfield Rd to obtain pavement cores and soil samples.
- Obtain full depth pavement cores with base material thickness measurements and four continuous split-spoon samples through the subgrade and underlying material.
- Perform laboratory testing on soil samples including classification tests and moisture content.
- Develop geotechnical report including test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations.

## Task 10. Title Research and Right-of-Way Plan Development

Per the scoping meeting held on 1/5/17, it is assumed that construction could impact up to ten (10) parcels. The CONSULTANT will perform title research on ten (10) parcels to INDOT minimum standards, for a 20-year search, which will include copies of all required documents. The CONSULTANT will provide right-of-way engineering services for the ten (10) parcels in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the ten (10) parcels in accordance with the INDOT Real Estate Division Manual (2016).

It should be noted that appraisals could begin before environmental approval is obtained if necessary, per MAP21.

### Assumptions/Exclusions:

- Although the Long Range Plan shows Bloomfield as a future five-lane section, it should be noted that this project will not increase the number of motor vehicle lanes.
- It is assumed that a Level 1 CE document will suffice for this project. Additional environmental documentation can be prepared, if required by INDOT, for an additional fee, to be mutually agreed upon.
- Based on aerial review of the project area, no streams, ditches or water bodies are present; therefore, a Waters Report is not required. If necessary, a Waters Report can be developed for an additional fee, to be mutually agreed upon.
- Noise/air quality services are not included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- If this project does not fall under the MPPA, a full Section 106 can be completed for an additional fee, to be mutually agreed upon.
- It is assumed that there will be two (2) plan submittals to INDOT: Stage 3 and Final Tracings.
- It is assumed that a full pavement design report will not be required by INDOT. However, the CONSULTANT will submit a pavement design request form to INDOT that summarizes the following information:
  - Project Summary
  - Existing Conditions
  - Traffic Data
  - Proposed Patching and Pavement Treatment Options
- No traffic counts or pedestrian counts are included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- The CONSULTANT will provide deliverables and interim written materials in PDF format. When the project is complete, final MicroStation files can also be provided to the LPA.
- No public meetings are included in this Scope of Work, although up to two meetings with property owners are included.
- The following services are not included in this Scope of Work, but can be provided for an additional fee, to be mutually agreed upon: Construction Engineering and Construction Inspection.

**APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- Any existing topographic survey data related to the project area.
- Existing construction plans, if available, for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- Existing signal timing plans for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- The following GIS data layers (shapefiles), if available:
  - Street centerlines
  - Sidewalks
  - Right-of-Way
  - Pedestrian Facilities
  - Traffic Signal Equipment
  - Drainage Structures
  - Utilities
  - Street Lights
  - Signs
- Existing AADT on Bloomfield
- Existing peak hour turning movement counts for the following intersections:
  - Bloomfield & Patterson
  - Bloomfield & Adams
  - Bloomfield & Landmark
- Existing Synchro capacity analysis files for the following intersections:
  - Bloomfield & Patterson
  - Bloomfield & Adams
  - Bloomfield & Landmark

**APPENDIX "C"****SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

**Task 1 – Project Set-Up and Ongoing Management**

Project set-up will be completed within two (2) weeks of receiving Notice to Proceed (NTP) from the LPA. Management activities will be ongoing throughout the course of the project.

**Task 2 – Topographic Survey Data Collection**

Topographic survey data collection will be completed within six (6) weeks of receiving NTP from the LPA, weather permitting.

**Task 3 – Environmental Document**

This task will be completed within eight (8) months of receiving NTP from the LPA.

**Task 4 – Conceptual Design**

This task will be completed within four (4) weeks of the completion of Task 2.

**Task 5 – Stage 2**

This task will be completed within four (4) weeks of receiving feedback on Task 4 from the LPA.

**Task 6 – Stage 3**

This task will be completed within eight (8) weeks of receiving feedback on Task 5 from the LPA. In order to submit Stage 3 documents by 8/24/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 2 plans by 6/29/18.

**Task 7 – Final Tracings**

This task will be completed within four (4) weeks of receiving feedback on Task 6 from the LPA and INDOT. In order to submit Final Tracings by 10/8/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 3 documents by 9/10/18.

**Task 8 – Bidding Process & Post Bid Services**

This task will be completed at the client's request and within a mutually agreeable timeframe.

**APPENDIX "D"****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$246,986.04 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

**B. Method of Payment**

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
  - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>		
Department <b>01 - Animal Shelter</b>		
Program <b>010000 - Main</b>		
Account <b>43430 - Animal Adoption Fees</b>		
Randi Crim	01-refund adoption fee-feline	20.00
	Account <b>43430 - Animal Adoption Fees</b> Totals	\$20.00
Account <b>52110 - Office Supplies</b>		
5103 - Staples Contract & Commercial, INC	01-product return-lpad smart cover	(39.00)
5103 - Staples Contract & Commercial, INC	01-lpad case	20.00
	Account <b>52110 - Office Supplies</b> Totals	(\$19.00)
Account <b>52210 - Institutional Supplies</b>		
313 - Fastenal Company	01-roll paper towels	213.13
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/dog/cat food-12/22/17	290.44
4586 - Hill's Pet Nutrition Sales, INC	01-vet prescription feline food-12/21/17	79.98
4586 - Hill's Pet Nutrition Sales, INC	01-prescription diet food-feline-1/5/18	26.20
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags-1/4/18	274.50
4574 - John Deere Financial (Rural King)	01-bleach-14 1 gallon containers-1/2/18	16.66
4574 - John Deere Financial (Rural King)	01-litter-15 40lb bags-12/29/17	82.35
4633 - Midwest Veterinary Supply, INC	01-antibiotics-1/2/18	119.00
4633 - Midwest Veterinary Supply, INC	01-antiparasitic, scissors-1/2/18	398.73
4633 - Midwest Veterinary Supply, INC	01-antivirals-12/11/17	4.90
4633 - Midwest Veterinary Supply, INC	01-antibiotics, fluids, vet supplies-12/26/17	1,580.16
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, sanitizer, syringes, hay, ISO gowns-	1,190.53
4633 - Midwest Veterinary Supply, INC	01-antibiotics, heartworm prevention	155.78
4666 - Zoetis, INC	01-antiparasitic-12/29/17	676.50
4666 - Zoetis, INC	01-antibiotics, bordetella vaccine-12/26/17	627.31
4666 - Zoetis, INC	01-vaccines-12/26/17	338.75
	Account <b>52210 - Institutional Supplies</b> Totals	\$6,074.92
Account <b>53130 - Medical</b>		
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency surgery-12/12/17	1,522.89
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-12/4-12/21/17	3,725.00
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-11/28/17	402.52
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-11/27/17	329.01
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-11/28/17	441.52
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, surgery prep-12/7/17	223.73
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgery-12/7/17	520.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dentals-12/12/17	649.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dental work-1/2/18	605.43



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-cultures-12/13/17	172.18
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, spay/neuter surgeries-12/19/17	817.99
	Account <b>53130 - Medical</b> Totals	<u>\$9,409.77</u>
<b>Account 53220 - Postage</b>		
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-1/4/18	27.10
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-1/9/18	20.55
	Account <b>53220 - Postage</b> Totals	<u>\$47.65</u>
<b>Account 53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-December 2017	616.60
	Account <b>53530 - Water and Sewer</b> Totals	<u>\$616.60</u>
<b>Account 53540 - Natural Gas</b>		
222 - Vectren	19-ACC-gas bill 12/1/17-1/3/18	1,298.24
	Account <b>53540 - Natural Gas</b> Totals	<u>\$1,298.24</u>
<b>Account 53610 - Building Repairs</b>		
912 - Central Security Systems, INC	19-ACC-commercial lease/monitoring-2/1-4/30/18	264.00
	Account <b>53610 - Building Repairs</b> Totals	<u>\$264.00</u>
	Program <b>010000 - Main</b> Totals	<u>\$17,712.18</u>
	Department <b>01 - Animal Shelter</b> Totals	<u>\$17,712.18</u>
<b>Department 02 - Public Works</b>		
Program <b>020000 - Main</b>		
Account <b>46060 - Other Violations</b>		
Eli Eban	14-Eban-refund overpayment pkg citation E1701840	20.00
Elmer Thoreson	14-Thoreson-refund overpayment pkg citation E1700785	40.00
Kelley Totten	14-Totten-refund overpayment pkg citations	40.00
	Account <b>46060 - Other Violations</b> Totals	<u>\$100.00</u>
<b>Account 53940 - Temporary Contractual Employee</b>		
203 - Indiana University	02-Andrea Kalis	687.50
	Account <b>53940 - Temporary Contractual Employee</b> Totals	<u>\$687.50</u>
<b>Account 53990 - Other Services and Charges</b>		
6015 - Big Truck Rental, LLC	02-truck rental for Sanitation for January 2018	6,800.00
	Account <b>53990 - Other Services and Charges</b> Totals	<u>\$6,800.00</u>
	Program <b>020000 - Main</b> Totals	<u>\$7,587.50</u>
	Department <b>02 - Public Works</b> Totals	<u>\$7,587.50</u>
<b>Department 04 - Economic &amp; Sustainable Dev</b>		
Program <b>040000 - Main</b>		
Account <b>52110 - Office Supplies</b>		
5103 - Staples Contract & Commercial, INC	04 - Office supplies, planners, pens, stapler, calendars,	57.20
5103 - Staples Contract & Commercial, INC	04 - Office supplies, planners, pens, stapler, calendars,	102.40





# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
	Account <b>52110 - Office Supplies</b> Totals	\$159.60
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> 6131 - Jane St John	04 - Consulting Fees	6,481.25
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	\$6,481.25
Account <b>53320 - Advertising</b> 323 - Hoosier Times, INC	04 - Legal Ads for Sustainability Action Plan/Trade	294.56
	Account <b>53320 - Advertising</b> Totals	\$294.56
Account <b>53910 - Dues and Subscriptions</b> 323 - Hoosier Times, INC	04-04 Hoosier Times - 2018 Subscription Renewal	211.35
	Account <b>53910 - Dues and Subscriptions</b> Totals	\$211.35
Account <b>53940 - Temporary Contractual Employee</b> 203 - Indiana University	04-Ben Bell-Sydney Milner-Katherin Skayhan	2,134.88
	Account <b>53940 - Temporary Contractual Employee</b> Totals	\$2,134.88
	Program <b>040000 - Main</b> Totals	\$9,281.64
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	\$9,281.64
Department <b>05 - Common Council</b> Program <b>050000 - Main</b> Account <b>53940 - Temporary Contractual Employee</b> 203 - Indiana University	05-Lindsey Hummel	687.50
	Account <b>53940 - Temporary Contractual Employee</b> Totals	\$687.50
	Program <b>050000 - Main</b> Totals	\$687.50
	Department <b>05 - Common Council</b> Totals	\$687.50
Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>53940 - Temporary Contractual Employee</b> 203 - Indiana University	06-James McVeigh	687.50
	Account <b>53940 - Temporary Contractual Employee</b> Totals	\$687.50
Account <b>53990 - Other Services and Charges</b> 788 - Bright Rental, LLC (Master Rental Center) 788 - Bright Rental, LLC (Master Rental Center) 6282 - Cynthia Costa (Pretty Crafty, LLC) 5932 - Indiana Bratworks (Board & Blade) 2546 - Monroe County Historical Society, INC 6227 - Raqs T Ritches, INC (Campus Costume) 5819 - Synchrony Bank 6284 - VTG Enterprises, LLC (PopKorn) 323 - Hoosier Times, INC	09-Bicentennial Table/Table Cloth Rental	635.30
	09-Bicentennial Tablecloth Rental	94.50
	09- Bicentennial Wax Hands-2 artists-2 lines	950.00
	09- Bicentennial Catering-12/31/17	4,975.00
	09- Bicentennial Books, games, for door prizes	180.20
	09- Bicentennial Mylar Ballons-40" Number Balloons X 8	47.92
	09- Bicentennial Kick off Drink supplies	9.98
	09- gourmet popcorn for door prizes	199.50
	06- 1/4 page ads for Bicentennial Ad	1,489.96
	Account <b>53990 - Other Services and Charges</b> Totals	\$8,582.36



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
	Program <b>060000 - Main</b> Totals	<u>\$9,269.86</u>
	Department <b>06 - Controller's Office</b> Totals	\$9,269.86
Department <b>09 - CFRD</b>		
Program <b>090000 - Main</b>		
Account <b>53310 - Printing</b>		
3892 - Midwest Color Printing, INC	09-B. Anderson-250 business cards	<u>56.41</u>
	Account <b>53310 - Printing</b> Totals	\$56.41
Account <b>53940 - Temporary Contractual Employee</b>		
203 - Indiana University	09-Faith Chadwick	<u>687.50</u>
	Account <b>53940 - Temporary Contractual Employee</b> Totals	<u>\$687.50</u>
	Program <b>090000 - Main</b> Totals	<u>\$743.91</u>
	Department <b>09 - CFRD</b> Totals	\$743.91
Department <b>10 - Legal</b>		
Program <b>100000 - Main</b>		
Account <b>52410 - Books</b>		
1103 - American Planning Association, Indiana Chapter	10-IN Planning & Zoning Law Annotated 2017 Edition	<u>35.00</u>
	Account <b>52410 - Books</b> Totals	\$35.00
Account <b>53910 - Dues and Subscriptions</b>		
5785 - International Municipal Lawyers Association	10-IMLA 2018 Memberships	<u>732.16</u>
	Account <b>53910 - Dues and Subscriptions</b> Totals	<u>\$732.16</u>
	Program <b>100000 - Main</b> Totals	\$767.16
Program <b>101000 - Human Rights</b>		
Account <b>53310 - Printing</b>		
3892 - Midwest Color Printing, INC	10-B. McKinney-250 business cards	<u>53.91</u>
	Account <b>53310 - Printing</b> Totals	\$53.91
Account <b>53910 - Dues and Subscriptions</b>		
5785 - International Municipal Lawyers Association	10-IMLA 2018 Memberships	<u>146.42</u>
	Account <b>53910 - Dues and Subscriptions</b> Totals	<u>\$146.42</u>
	Program <b>101000 - Human Rights</b> Totals	<u>\$200.33</u>
	Department <b>10 - Legal</b> Totals	\$967.49
Department <b>11 - Mayor's Office</b>		
Program <b>110000 - Main</b>		
Account <b>53940 - Temporary Contractual Employee</b>		
203 - Indiana University	11-Steven Chybowski	<u>619.84</u>
	Account <b>53940 - Temporary Contractual Employee</b> Totals	<u>\$619.84</u>
	Program <b>110000 - Main</b> Totals	<u>\$619.84</u>
	Department <b>11 - Mayor's Office</b> Totals	\$619.84
Department <b>12 - Human Resources</b>		



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
Program <b>120000 - Main</b> Account <b>53940 - Temporary Contractual Employee</b> 203 - Indiana University	12-Jessica Mao Account <b>53940 - Temporary Contractual Employee</b> Totals Program <b>120000 - Main</b> Totals Department <b>12 - Human Resources</b> Totals	<u>687.50</u> <u>\$687.50</u> <u>\$687.50</u> <u>\$687.50</u>
Department <b>13 - Planning</b> Program <b>130000 - Main</b> Account <b>52110 - Office Supplies</b> 5103 - Staples Contract & Commercial, INC	13- USB chargers, coat hooks, clipboards, binders Account <b>52110 - Office Supplies</b> Totals	<u>95.85</u> \$95.85
Account <b>52420 - Other Supplies</b> 4983 - Varidesk, LLC	13-Stand-up desks_Varidesk Pro Plus 36 (Terri and Carmen) Account <b>52420 - Other Supplies</b> Totals	<u>790.00</u> \$790.00
Account <b>53310 - Printing</b> 3892 - Midwest Color Printing, INC	13-L. Thompson-250 business cards Account <b>53310 - Printing</b> Totals	<u>53.91</u> \$53.91
Account <b>53320 - Advertising</b> 323 - Hoosier Times, INC	13-Legal publication_ZO-42-17, ZO-45, ZO-47, RS-29, ZO- Account <b>53320 - Advertising</b> Totals	<u>95.67</u> \$95.67
Account <b>53940 - Temporary Contractual Employee</b> 203 - Indiana University	13-Natasha Jensen & Riley Zipper Account <b>53940 - Temporary Contractual Employee</b> Totals Program <b>130000 - Main</b> Totals Department <b>13 - Planning</b> Totals	<u>1,345.13</u> <u>\$1,345.13</u> <u>\$2,380.56</u> <u>\$2,380.56</u>
Department <b>19 - Facilities Maintenance</b> Program <b>190000 - Main</b> Account <b>52210 - Institutional Supplies</b> 2966 - Barrett Supplies & Equipment, INC 2966 - Barrett Supplies & Equipment, INC	19-CH-roll paper towel, hand soap, toilet tissue, trash bags 19-CH-roll paper towel Account <b>52210 - Institutional Supplies</b> Totals	<u>1,007.76</u> <u>116.53</u> \$1,124.29
Account <b>52310 - Building Materials and Supplies</b> 409 - Black Lumber Co INC 409 - Black Lumber Co INC 409 - Black Lumber Co INC 409 - Black Lumber Co INC 395 - Kirby Risk Corp 394 - Kleindorfer Hardware & Variety	19-CH-cable ties 19-CH-painting supplies-4" Gold Whizz Jumbo, 4" Micro 19-CH-80 grit sanding sponge 19-CH-22 oz glass cleaner for vehicles 19-CH-super T, reflex stripper (yellow) 19-CH-drill bit, key rings, square stock	3.98 8.38 2.99 1.50 23.18 14.18



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
394 - Kleindorfer Hardware & Variety	19-CH-parts for toilet-lever, cover	57.95
53005 - Menards, INC	19-CH-auto room heater, wool gloves, ceramic heater	157.47
53005 - Menards, INC	19-CH-tarp hook, welding gloves	41.72
53005 - Menards, INC	19-CH-fastener bags, strap bracket, Pro 340	58.55
	<b>Account 52310 - Building Materials and Supplies Totals</b>	<b>\$369.90</b>
<b>Account 52340 - Other Repairs and Maintenance</b>		
788 - Bright Rental, LLC (Master Rental Center)	19-CH-scaffold rental	156.64
	<b>Account 52340 - Other Repairs and Maintenance Totals</b>	<b>\$156.64</b>
<b>Account 52420 - Other Supplies</b>		
177 - Indiana Oxygen Co	19-tank-acetylene & oxygen-rental	32.18
3892 - Midwest Color Printing, INC	19-CH-250 business cards-B. Wallock	53.91
	<b>Account 52420 - Other Supplies Totals</b>	<b>\$86.09</b>
<b>Account 52430 - Uniforms and Tools</b>		
394 - Kleindorfer Hardware & Variety	19-CH-couplings for air lines	14.47
394 - Kleindorfer Hardware & Variety	19-CH-pads for ladder	15.99
53005 - Menards, INC	19-CH-oscillating saw, stain, scraper	152.89
	<b>Account 52430 - Uniforms and Tools Totals</b>	<b>\$183.35</b>
<b>Account 53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-December 2017	537.55
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-December 2017	15.48
	<b>Account 53530 - Water and Sewer Totals</b>	<b>\$553.03</b>
<b>Account 53610 - Building Repairs</b>		
3434 - Executive Management Services, INC	19-CH/off site facilities-January 2018 cleaning services	13,646.00
321 - Harrell Fish, INC	19-CH-repair cooling tower was overfilling	632.62
1537 - Indiana Door & Hardware Specialties, INC	19-CH-new HD comm. barrel bolt, new lockset w/inside	293.00
5605 - Photizo, LLC (Fish Window Cleaning)	19-CH-cleaned main entry glass inside/out	280.00
	<b>Account 53610 - Building Repairs Totals</b>	<b>\$14,851.62</b>
	<b>Program 190000 - Main Totals</b>	<b>\$17,324.92</b>
	<b>Department 19 - Facilities Maintenance Totals</b>	<b>\$17,324.92</b>
<b>Department 28 - ITS</b>		
<b>Program 280000 - Main</b>		
<b>Account 52110 - Office Supplies</b>		
5103 - Staples Contract & Commercial, INC	28-Copy paper for City Departments	837.90
5103 - Staples Contract & Commercial, INC	28-HP 90 black printhead and cleaner	228.92
5103 - Staples Contract & Commercial, INC	28-HP 90 Cyan printhead and cleaner	228.92
5103 - Staples Contract & Commercial, INC	28-HP 90 Magenta printhead and cleaner	228.92
5103 - Staples Contract & Commercial, INC	28-HP 90 Yellow printhead and cleaner	228.92
	<b>Account 52110 - Office Supplies Totals</b>	<b>\$1,753.58</b>



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
Account <b>52420 - Other Supplies</b> 244 - Bloomington Ford, INC	28-2018 Ford Explorer	716.25
	Account <b>52420 - Other Supplies</b> Totals	<u>\$716.25</u>
Account <b>54440 - Motor Equipment</b> 244 - Bloomington Ford, INC	28-2018 Ford Explorer	29,000.00
	Account <b>54440 - Motor Equipment</b> Totals	<u>\$29,000.00</u>
	Program <b>280000 - Main</b> Totals	<u>\$31,469.83</u>
	Department <b>28 - ITS</b> Totals	<u>\$31,469.83</u>
	Fund <b>101 - General Fund (S0101)</b> Totals	<u>\$98,732.73</u>
Fund <b>249 - Grants Non Approp</b> Department <b>04 - Economic &amp; Sustainable Dev</b> Program <b>G17018 - Bloomington Wide Brownfields</b> Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> 4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	815.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	1,600.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	300.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	<u>\$2,715.00</u>
	Program <b>G17018 - Bloomington Wide Brownfields</b> Totals	<u>\$2,715.00</u>
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	<u>\$2,715.00</u>
	Fund <b>249 - Grants Non Approp</b> Totals	<u>\$2,715.00</u>
Fund <b>312 - Community Services</b> Department <b>09 - CFRD</b> Program <b>090002 - Com Serv - MLK Comm</b> Account <b>53310 - Printing</b> 11693 - The Award Center, INC	09-MLK Birthday Celebration-Plaque for Legacy Award	35.00
	Account <b>53310 - Printing</b> Totals	<u>\$35.00</u>
Account <b>53990 - Other Services and Charges</b> 174 - Hoosier Hills Food Bank INC	09-MLK Grant	600.00
	Account <b>53990 - Other Services and Charges</b> Totals	<u>\$600.00</u>
	Program <b>090002 - Com Serv - MLK Comm</b> Totals	<u>\$635.00</u>
Program <b>090018 - CBVN</b> Account <b>52420 - Other Supplies</b> 174 - Hoosier Hills Food Bank INC	09-MLK Grant	400.00
	Account <b>52420 - Other Supplies</b> Totals	<u>\$400.00</u>
	Program <b>090018 - CBVN</b> Totals	<u>\$400.00</u>
	Department <b>09 - CFRD</b> Totals	<u>\$1,035.00</u>
	Fund <b>312 - Community Services</b> Totals	<u>\$1,035.00</u>
Fund <b>401 - Non-Reverting Telecom (S1146)</b>		



# Board of Public Works Claim Register

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Vendor	Invoice Description	Invoice Amount
<b>Department 25 - Telecommunications</b>		
<b>Program 256000 - Services</b>		
<b>Account 53150 - Communications Contract</b>		
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pk-business internet 1/21-2/20/18	116.01
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pk-business internet 1/16-2/15/18	<u>104.85</u>
	<b>Account 53150 - Communications Contract Totals</b>	<u>\$220.86</u>
	<b>Program 256000 - Services Totals</b>	<u>\$220.86</u>
	<b>Department 25 - Telecommunications Totals</b>	<u>\$220.86</u>
	<b>Fund 401 - Non-Reverting Telecom (\$1146) Totals</b>	\$220.86
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>		
<b>Department 20 - Street</b>		
<b>Program 200000 - Main</b>		
<b>Account 47070 - Insurance Reimbursements</b>		
State Farm Insurance	06-overpayment made on N Walnut/Old SR 37	<u>13,996.03</u>
	<b>Account 47070 - Insurance Reimbursements Totals</b>	\$13,996.03
<b>Account 52210 - Institutional Supplies</b>		
15449 - Rosen & Rosen Industries (R&R Industries)	20-safety vests-40	<u>399.60</u>
	<b>Account 52210 - Institutional Supplies Totals</b>	\$399.60
<b>Account 52330 - Street , Alley, and Sewer Material</b>		
19278 - Milestone Contractors, LP	20-surface-patching-8.80 tons-12/5 & 12/7/17	BC 2017-16A <u>422.40</u>
	<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>	\$422.40
<b>Account 52420 - Other Supplies</b>		
409 - Black Lumber Co INC	20-Utility Room-utility knife, lamp holder, lights, utility saw	37.49
409 - Black Lumber Co INC	20-oil dry-50lb bags-2	25.98
409 - Black Lumber Co INC	20-36" sledge handle	9.99
4574 - John Deere Financial (Rural King)	20-Steel Underbody Toolbox	<u>219.99</u>
	<b>Account 52420 - Other Supplies Totals</b>	\$293.45
<b>Account 53130 - Medical</b>		
231 - Indiana University Health Bloomington, INC	20-R. Hitchcox-Drug Screen DOT 5 Panel E Screen	43.00
231 - Indiana University Health Bloomington, INC	20-J. Morris-Drug Screen Breath Alcohol Test DOT	40.00
231 - Indiana University Health Bloomington, INC	20-F. Love-Drug Screen Breath Alcohol Test-DOT	<u>40.00</u>
	<b>Account 53130 - Medical Totals</b>	\$123.00
<b>Account 53240 - Freight / Other</b>		
15449 - Rosen & Rosen Industries (R&R Industries)	20-safety vests-40	<u>42.44</u>
	<b>Account 53240 - Freight / Other Totals</b>	\$42.44
<b>Account 53250 - Pagers</b>		
332 - Indiana Paging Network, INC	20-Snow Pager Control Service-February 2018	<u>86.76</u>
	<b>Account 53250 - Pagers Totals</b>	\$86.76



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Vendor	Invoice Description	Invoice Amount
<b>Account 53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-December 2017	26.14
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-December 2017	128.67
	<b>Account 53530 - Water and Sewer Totals</b>	<u>\$154.81</u>
<b>Account 53540 - Natural Gas</b>		
222 - Vectren	19-Traffic Bldg-gas bill 12/5/17-1/5/18	442.45
222 - Vectren	19-Street Bldg-gas bill 12/5/17-1/5/18	654.03
	<b>Account 53540 - Natural Gas Totals</b>	<u>\$1,096.48</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>		
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/3/18	21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/27/17	21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/20/17	23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel Services-12/20/17	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel Services-12/27/17	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel Services-1/03/18	26.39
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>	<u>\$146.02</u>
<b>Account 53990 - Other Services and Charges</b>		
902 - Indiana Underground Plant Protection Service, INC	20-811 (call before you dig) tickets-November 2017-702	666.90
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-12/12/17	150.00
	<b>Account 53990 - Other Services and Charges Totals</b>	<u>\$816.90</u>
	Program <b>200000 - Main</b> Totals	<u>\$17,577.89</u>
	Department <b>20 - Street</b> Totals	<u>\$17,577.89</u>
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	<u>\$17,577.89</u>
<b>Fund 452 - Parking Facilities(S9502)</b>		
<b>Department 26 - Parking</b>		
<b>Program 260000 - Main</b>		
<b>Account 43160 - Lot/Garage Leases - Annual</b>		
Amy Schuller	26-Schuller-refund November 2017 garage payment	67.00
	<b>Account 43160 - Lot/Garage Leases - Annual Totals</b>	<u>\$67.00</u>
<b>Account 52240 - Fuel and Oil</b>		
53005 - Menards, INC	26-4th St Garage-2 1/2 gallons of kerosene for heater	52.50
	<b>Account 52240 - Fuel and Oil Totals</b>	<u>\$52.50</u>
<b>Account 52310 - Building Materials and Supplies</b>		
293 - J&S Locksmith Shop, INC	26-Pkg Garages-cold weather fuel for equipment	62.98
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-masterlock padlock	10.29
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-duct tape, 9V battery	23.97
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-window foam, ceramic heaters	45.17
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-2 snow shovels, tapcons	72.40



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Vendor	Invoice Description	Invoice Amount
6023 - Network Services Company	26-Morton St Garage-ice melt	341.99
6023 - Network Services Company	26-4th St Garage-ice melt	341.88
	Account <b>52310 - Building Materials and Supplies</b> Totals	<u>\$898.68</u>
Account <b>52340 - Other Repairs and Maintenance</b>		
818 - Everywhere Signs, LLC	26-Walnut St Garage-new clearance bar	400.00
818 - Everywhere Signs, LLC	26-Walnut St Garage-repair entry sign	460.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	<u>\$860.00</u>
Account <b>52430 - Uniforms and Tools</b>		
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Pkg Garages-uniform for new employee-Steven	355.36
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Pkg Garages-jackets, coats, fleece for new employee	264.73
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-duct tape, level, tape measure, wrench set	120.07
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-ceramic heater, baseboard heater	80.98
	Account <b>52430 - Uniforms and Tools</b> Totals	<u>\$821.14</u>
Account <b>53210 - Telephone</b>		
1079 - AT&T	26-Pkg Garages-phone charges 12/8/17-1/7/18	387.54
	Account <b>53210 - Telephone</b> Totals	<u>\$387.54</u>
Account <b>53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-4th St Parking Garage-water/sewer bill-December 2017	38.91
208 - City Of Bloomington Utilities	19-Morton St Pkg Garage-water/sewer bill-December 2017	27.48
	Account <b>53530 - Water and Sewer</b> Totals	<u>\$66.39</u>
Account <b>53610 - Building Repairs</b>		
788 - Bright Rental, LLC (Master Rental Center)	26-4th St Garage-rent heater-unfreeze elevator door-1/8/18	161.46
321 - Harrell Fish, INC	26-4th St Garage-repair HVAC-change air filters	256.20
321 - Harrell Fish, INC	26-4th St Garage-repair HVAC heating/cooling	344.03
227 - Otis Elevator Company	26-Walnut St Garage-serv. contract-1/1-12/31/18	8,209.56
	Account <b>53610 - Building Repairs</b> Totals	<u>\$8,971.25</u>
Account <b>53650 - Other Repairs</b>		
18269 - Affordable Fence, INC	26-4th St Garage-install fence	1,890.00
	Account <b>53650 - Other Repairs</b> Totals	<u>\$1,890.00</u>
	Program <b>260000 - Main</b> Totals	<u>\$14,014.50</u>
	Department <b>26 - Parking</b> Totals	<u>\$14,014.50</u>
	Fund <b>452 - Parking Facilities(S9502)</b> Totals	<u>\$14,014.50</u>
Fund <b>454 - Alternative Transport(S6301)</b>		
Department <b>02 - Public Works</b>		
Program <b>020000 - Main</b>		
Account <b>46060 - Other Violations</b>		
Christian Francescon	14-Francescon-refund overpayment pkg citation M1603847	40.00
Kelley Totten	14-Totten-refund overpayment pkg citations	40.00





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Vendor	Invoice Description	Invoice Amount
	Account <b>46060 - Other Violations</b> Totals	<u>\$80.00</u>
	Program <b>020000 - Main</b> Totals	<u>\$80.00</u>
	Department <b>02 - Public Works</b> Totals	<u>\$80.00</u>
	Fund <b>454 - Alternative Transport(S6301)</b> Totals	<u>\$80.00</u>
<b>Fund 512 - Golf Course Bond (02/19) (S1381)</b>		
Department <b>06 - Controller's Office</b>		
Program <b>060000 - Main</b>		
Account <b>53810 - Principal</b>		
4740 - Bank Of New York	06-BLOOMPK2009 02-18 PAYMENT	<u>250,000.00</u>
	Account <b>53810 - Principal</b> Totals	<u>\$250,000.00</u>
Account <b>53820 - Interest</b>		
4740 - Bank Of New York	06-BLOOMPK2009 02-18 PAYMENT	<u>9,947.50</u>
	Account <b>53820 - Interest</b> Totals	<u>\$9,947.50</u>
	Program <b>060000 - Main</b> Totals	<u>\$259,947.50</u>
	Department <b>06 - Controller's Office</b> Totals	<u>\$259,947.50</u>
	Fund <b>512 - Golf Course Bond (02/19) (S1381)</b> Totals	<u>\$259,947.50</u>
<b>Fund 519 - 2016 GO Bonds Bond #2 (S0182)</b>		
Department <b>06 - Controller's Office</b>		
Program <b>060000 - Main</b>		
Account <b>53810 - Principal</b>		
5232 - The Huntington National Bank	06-General Obligation Bond 2016A	30,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	15,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	50,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	15,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	65,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	<u>10,000.00</u>
	Account <b>53810 - Principal</b> Totals	<u>\$185,000.00</u>
Account <b>53820 - Interest</b>		
5232 - The Huntington National Bank	06-General Obligation Bond 2016A	28,325.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	28,837.50
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	39,493.75
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	16,075.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	30,881.25
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	8,831.25
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	20,350.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016A-2016-H	<u>7,443.75</u>
	Account <b>53820 - Interest</b> Totals	<u>\$180,237.50</u>
	Program <b>060000 - Main</b> Totals	<u>\$365,237.50</u>



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Vendor	Invoice Description	Invoice Amount
	Department <b>06 - Controller's Office</b> Totals	<u>\$365,237.50</u>
	Fund <b>519 - 2016 GO Bonds Bond #2 (S0182)</b> Totals	<u>\$365,237.50</u>
<b>Fund 520 - 2016 Parks GO Bond #3 (S0183)</b>		
Department <b>06 - Controller's Office</b>		
Program <b>060000 - Main</b>		
Account <b>53810 - Principal</b>		
5232 - The Huntington National Bank	18-Park Bonds Series 2016	35,000.00
5232 - The Huntington National Bank	18-Park Bonds Series 2016	15,000.00
5232 - The Huntington National Bank	18-Park Bonds Series 2016	15,000.00
5232 - The Huntington National Bank	18-Park Bonds Series 2016	25,000.00
5232 - The Huntington National Bank	18-Park Bonds Series 2016	<u>30,000.00</u>
	Account <b>53810 - Principal</b> Totals	<u>\$120,000.00</u>
Account <b>53820 - Interest</b>		
5232 - The Huntington National Bank	18-Park Bonds Series 2016	29,125.00
5232 - The Huntington National Bank	18-Park Bonds Series 2016	12,381.25
5232 - The Huntington National Bank	18-Park Bonds Series 2016	16,446.88
5232 - The Huntington National Bank	18-Park Bonds Series 2016	22,728.13
5232 - The Huntington National Bank	18-Park Bonds Series 2016	<u>29,390.63</u>
	Account <b>53820 - Interest</b> Totals	<u>\$110,071.89</u>
	Program <b>060000 - Main</b> Totals	<u>\$230,071.89</u>
	Department <b>06 - Controller's Office</b> Totals	<u>\$230,071.89</u>
	Fund <b>520 - 2016 Parks GO Bond #3 (S0183)</b> Totals	<u>\$230,071.89</u>
<b>Fund 521 - 2017 Refund 517 2011 DT Red Bond</b>		
Department <b>06 - Controller's Office</b>		
Program <b>060000 - Main</b>		
Account <b>53810 - Principal</b>		
6165 - Texas Capital Bank, N.A.	06-Rev Refunding Bond Series 2017	<u>300,000.00</u>
	Account <b>53810 - Principal</b> Totals	<u>\$300,000.00</u>
Account <b>53820 - Interest</b>		
6165 - Texas Capital Bank, N.A.	06-Rev Refunding Bond Series 2017	<u>152,438.00</u>
	Account <b>53820 - Interest</b> Totals	<u>\$152,438.00</u>
	Program <b>060000 - Main</b> Totals	<u>\$452,438.00</u>
	Department <b>06 - Controller's Office</b> Totals	<u>\$452,438.00</u>
	Fund <b>521 - 2017 Refund 517 2011 DT Red Bond</b> Totals	<u>\$452,438.00</u>
<b>Fund 601 - Cum Cap Development(S2391)</b>		
Department <b>02 - Public Works</b>		
Program <b>020000 - Main</b>		
Account <b>52330 - Street , Alley, and Sewer Material</b>		



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Vendor	Invoice Description	Invoice Amount
50944 - Cargill Deicing Techno	20-de-icing salt-80.37 tons-1/5/18	BC 2017-30 6,424.78
50944 - Cargill Deicing Techno	20-de-icing salt-103.74 tons-1/4/18	BC 2017-30 8,292.98
50944 - Cargill Deicing Techno	20-de-icing salt-182.45 tons-1/3/18	BC 2017-30 14,585.06
<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>		<u>\$29,302.82</u>
<b>Account 54310 - Improvements Other Than Building</b>		
19362 - CrossRoad Engineers, PC	13-Old 37/Dunn-Inspection Serv.-12/2-12/29/17	497.79
4506 - TAPCO (Traffic and Parking Control Co INC)	13-Traffic Calming-Bike/Ped traffic materials-barricades, tire	2,209.50
4506 - TAPCO (Traffic and Parking Control Co INC)	13-Traffic Calming-Bike/Ped traffic materials-speed	35,783.93
<b>Account 54310 - Improvements Other Than Building Totals</b>		<u>\$38,491.22</u>
<b>Program 020000 - Main Totals</b>		<u>\$67,794.04</u>
<b>Department 02 - Public Works Totals</b>		<u>\$67,794.04</u>
<b>Fund 601 - Cum Cap Development(S2391) Totals</b>		<u>\$67,794.04</u>
<b>Fund 730 - Solid Waste (S6401)</b>		
<b>Department 16 - Sanitation</b>		
<b>Program 160000 - Main</b>		
<b>Account 53160 - Instruction</b>		
4452 - Indiana Recycling Coalition, INC	16-2018 membership renewal for Director	150.00
<b>Account 53160 - Instruction Totals</b>		<u>\$150.00</u>
<b>Account 53240 - Freight / Other</b>		
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-100 non-collection notice books	43.92
<b>Account 53240 - Freight / Other Totals</b>		<u>\$43.92</u>
<b>Account 53310 - Printing</b>		
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-100 non-collection notice books	1,602.50
<b>Account 53310 - Printing Totals</b>		<u>\$1,602.50</u>
<b>Account 53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-December 2017	128.06
<b>Account 53530 - Water and Sewer Totals</b>		<u>\$128.06</u>
<b>Account 53540 - Natural Gas</b>		
222 - Vectren	19-Sanitation-gas bill 12/1/17-1/3/18	184.94
<b>Account 53540 - Natural Gas Totals</b>		<u>\$184.94</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>		
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-1/10/18	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/10/18	7.49
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		<u>\$39.36</u>
<b>Account 53950 - Landfill</b>		
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-12/15-12/29/17	9,096.80
<b>Account 53950 - Landfill Totals</b>		<u>\$9,096.80</u>
<b>Account 53990 - Other Services and Charges</b>		



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Vendor	Invoice Description	Invoice Amount
20275 - The Travelers Indemnity	16-N. Adams accident-10/17/17-J. Nortan	5,000.00
	Account <b>53990 - Other Services and Charges</b> Totals	<u>\$5,000.00</u>
	Program <b>160000 - Main</b> Totals	<u>\$16,245.58</u>
	Department <b>16 - Sanitation</b> Totals	<u>\$16,245.58</u>
	Fund <b>730 - Solid Waste (S6401)</b> Totals	<u>\$16,245.58</u>
<b>Fund 800 - Risk Management(S0203)</b>		
Department <b>10 - Legal</b>		
Program <b>100000 - Main</b>		
Account <b>52430 - Uniforms and Tools</b>		
327 - Hoosier Workwear Outlet, INC	10-L. Carter-P&T-safety shoes	100.00
	Account <b>52430 - Uniforms and Tools</b> Totals	<u>\$100.00</u>
Account <b>53130 - Medical</b>		
2636 - John B Inqalls	10-Reimburse CDL Physical 2017	89.00
	Account <b>53130 - Medical</b> Totals	<u>\$89.00</u>
Account <b>53910 - Dues and Subscriptions</b>		
5785 - International Municipal Lawyers Association	10-IMLA 2018 Memberships	146.42
	Account <b>53910 - Dues and Subscriptions</b> Totals	<u>\$146.42</u>
	Program <b>100000 - Main</b> Totals	<u>\$335.42</u>
	Department <b>10 - Legal</b> Totals	<u>\$335.42</u>
	Fund <b>800 - Risk Management(S0203)</b> Totals	<u>\$335.42</u>
<b>Fund 801 - Health Insurance Trust</b>		
Department <b>12 - Human Resources</b>		
Program <b>120000 - Main</b>		
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>		
3928 - Aim Medical Trust	12-January 2018 Invoice	770,629.82
3908 - CIGNA Healthcare	12 Cigna Dental Funding-01/16/18	26,663.41
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	<u>\$797,293.23</u>
	Program <b>120000 - Main</b> Totals	<u>\$797,293.23</u>
	Department <b>12 - Human Resources</b> Totals	<u>\$797,293.23</u>
	Fund <b>801 - Health Insurance Trust</b> Totals	<u>\$797,293.23</u>
<b>Fund 802 - Fleet Maintenance(S9500)</b>		
Department <b>17 - Fleet Maintenance</b>		
Program <b>170000 - Main</b>		
Account <b>52230 - Garage and Motor Supplies</b>		
4693 - Monroe County Tire & Supply, INC	17-tires	631.50
4693 - Monroe County Tire & Supply, INC	17-tires	182.76
4693 - Monroe County Tire & Supply, INC	17-tires	621.00
4693 - Monroe County Tire & Supply, INC	17-tires	317.44



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Vendor	Invoice Description	Invoice Amount
	Account <b>52230 - Garage and Motor Supplies</b> Totals	\$1,752.70
Account <b>52240 - Fuel and Oil</b>		
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	19,609.81
	Account <b>52240 - Fuel and Oil</b> Totals	\$19,609.81
Account <b>52320 - Motor Vehicle Repair</b>		
474 - Auto-X-10'd, INC (Ziebart)	17-#402, 403 running boards	450.00
474 - Auto-X-10'd, INC (Ziebart)	17-#402, 403 running boards	450.00
409 - Black Lumber Co INC	17-utility brushes	3.37
244 - Bloomington Ford, INC	17-misc parts	234.85
941 - Central Indiana Truck Equipment Corporation	17-stock sanitation rollers and straps	237.75
4335 - Circle Distributing, INC	17-misc parts	32.32
4335 - Circle Distributing, INC	17-misc parts	132.96
4335 - Circle Distributing, INC	17-misc parts	125.27
4335 - Circle Distributing, INC	17-misc parts	58.30
4335 - Circle Distributing, INC	17-misc parts	116.88
4335 - Circle Distributing, INC	17-parts return	(58.30)
594 - Curry Auto Center, INC	17-key	31.78
594 - Curry Auto Center, INC	17-N-Duct	113.97
594 - Curry Auto Center, INC	17-remanufactured Mo Spord/core	770.85
594 - Curry Auto Center, INC	17-CORE RETURN (15569)	(50.00)
594 - Curry Auto Center, INC	17-#433 fuel tank oring	5.96
2692 - Illiana Truck Parts, INC	17-#437 fuel tank	300.00
455 - Industrial Service & Supply, INC	17-fluid fuel qage	33.15
455 - Industrial Service & Supply, INC	17-JD Seal kit, JD kit, clean & repack cyl	216.56
455 - Industrial Service & Supply, INC	17-W/P hose, JIC swivel femail, 3/4 Ferrule, crimp charge	167.04
796 - Interstate Battery System of Bloomington, INC	17-batteries	119.00
4439 - JX Enterprises, INC	17-#950 doser valve	392.41
4439 - JX Enterprises, INC	17-#950 doser valve	(7.25)
4439 - JX Enterprises, INC	17-#950 exhaust gaskets	23.66
394 - Kleindorfer Hardware & Variety	17-bolts/nuts	2.04
394 - Kleindorfer Hardware & Variety	17-springs/bolts/nuts/washers	27.42
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - Parts for various vehicles - december	10,855.63
54351 - Sternberg, INC	17-misc parts	296.84
54351 - Sternberg, INC	17-misc parts	11.34
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #396 WHEEL COVER	297.36
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-STARTER	386.99
	Account <b>52320 - Motor Vehicle Repair</b> Totals	\$15,778.15
Account <b>52420 - Other Supplies</b>		



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
4767 - Johnny Eugene Brown	17 - diagnostic scan tool	9,690.00
51565 - EmJay Automotive Equipment, LLC	17 - fluid for parts washer	699.30
313 - Fastenal Company	17 - safety glasses	69.12
177 - Indiana Oxygen Co	17 - gases, tools for welding and torches	295.34
177 - Indiana Oxygen Co	17 - gases, tools for welding and torches	56.26
177 - Indiana Oxygen Co	17 - gases, tools for welding and torches	7.75
	<b>Account 52420 - Other Supplies Totals</b>	<b>\$10,817.77</b>
<b>Account 53530 - Water and Sewer</b>		
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-December 2017	115.10
	<b>Account 53530 - Water and Sewer Totals</b>	<b>\$115.10</b>
<b>Account 53540 - Natural Gas</b>		
222 - Vectren	19-Fleet Maint-gas bill 12/5/17-1/5/18	1,038.09
	<b>Account 53540 - Natural Gas Totals</b>	<b>\$1,038.09</b>
<b>Account 53610 - Building Repairs</b>		
9078 - Bruce Home Improvements, INC (Bruce's Garage	19-Fleet Maint-labor to install springs & service door	365.00
9078 - Bruce Home Improvements, INC (Bruce's Garage	19-Fleet Maint-replace garage door	130.00
1537 - Indiana Door & Hardware Specialties, INC	19-Fleet Maint-4 keys made	24.00
	<b>Account 53610 - Building Repairs Totals</b>	<b>\$519.00</b>
<b>Account 53620 - Motor Repairs</b>		
4046 - Heritage-Crystal Clean, INC	17-A/F BULK	500.50
4439 - JX Enterprises, INC	17-#950 CLEAN DPF	343.75
4474 - Ken's Westside Service & Towing, LLC	17-towing	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	315.00
	<b>Account 53620 - Motor Repairs Totals</b>	<b>\$1,259.25</b>
<b>Account 53920 - Laundry and Other Sanitation Services</b>		
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	65.31
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>	<b>\$78.63</b>
<b>Account 53990 - Other Services and Charges</b>		
4996 - Newton Oil Company, INC	17 - line and leak testing and cathodic protection at	800.00
4996 - Newton Oil Company, INC	17 - Line and leak testing at Adams Street	450.00
	<b>Account 53990 - Other Services and Charges Totals</b>	<b>\$1,250.00</b>
	<b>Program 170000 - Main Totals</b>	<b>\$52,218.50</b>
	<b>Department 17 - Fleet Maintenance Totals</b>	<b>\$52,218.50</b>
	<b>Fund 802 - Fleet Maintenance(S9500) Totals</b>	<b>\$52,218.50</b>
<b>Fund 804 - Insurance Voluntary Trust</b>		
<b>Department 12 - Human Resources</b>		



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
<b>Program 120000 - Main</b>		
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	344.00
17785 - The Howard E. Nyhart Company, INC	12-Dependent Care/FSA-1/16/18	30.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/11/18	190.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/12/18	229.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/13/18	63.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/15/2018	101.39
17785 - The Howard E. Nyhart Company, INC	12-City URM	67.99
17785 - The Howard E. Nyhart Company, INC	12-City URM	2,305.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	102.24
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		<u>3,432.62</u>
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>		
17785 - The Howard E. Nyhart Company, INC	12-Dependent Care/FSA-1/16/18	66.50
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		<u>66.50</u>
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	125.99
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/11/18	212.62
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/12/18	97.75
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/13/18	49.99
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/15/2018	94.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	84.41
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		<u>\$664.76</u>
<b>Account 53990.1283 - Other Services and Charges Health Savings Account</b>		
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	16,276.37
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		<u>\$16,276.37</u>
Program 120000 - Main Totals		<u>\$20,440.25</u>
Department 12 - Human Resources Totals		<u>\$20,440.25</u>
Fund 804 - Insurance Voluntary Trust Totals		<u>\$20,440.25</u>
<b>Fund 978 - City 2016 GO Bond Proceeds</b>		
<b>Department 06 - Controller's Office</b>		
<b>Program 06016G - 2016 G Sanitation Carts</b>		
<b>Account 54510 - Other Capital Outlays</b>		
5697 - Cascade Engineering, INC	16-cart delivery-ticket work week-12/11 & 12/18/17	3,500.00
Account 54510 - Other Capital Outlays Totals		<u>\$3,500.00</u>
Program 06016G - 2016 G Sanitation Carts Totals		<u>\$3,500.00</u>
Department 06 - Controller's Office Totals		<u>\$3,500.00</u>
Fund 978 - City 2016 GO Bond Proceeds Totals		<u>\$3,500.00</u>



# Board of Public Works Claim Register

Invoice Date Range 01/11/18 - 01/26/18

Vendor	Invoice Description	Invoice Amount
		\$2,399,897.89





# Board of Public Works Claim Register

Invoice Date Range 01/09/18 - 01/11/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	25712336929052	06-Office Chair for T. Mitchner	Paid by EFT # 21155		01/10/2018	01/10/2018	01/10/2018		01/10/2018	159.99
										\$159.99
										\$159.99
										\$159.99
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	07070564605064	09-Amazon--RETURN--keyboard riser	Paid by EFT # 21155		01/10/2018	01/10/2018	01/10/2018		01/10/2018	(45.96)
5819 - Synchrony Bank	07070564605064 a	09-Amazon--RETURN--Loctek Monitor Arm	Paid by EFT # 21155		01/10/2018	01/10/2018	01/10/2018		01/10/2018	(119.99)
										(\$165.95)
										(\$165.95)
										(\$165.95)
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53110 - Engineering and Architectural										
5819 - Synchrony Bank	18618734139442	11-drones for Innovation	Paid by EFT # 21155		01/10/2018	01/10/2018	01/10/2018		01/10/2018	4,188.00
										\$4,188.00
										\$4,188.00
										\$4,188.00
										\$4,182.04
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	912SW/Int-122717	20-912 S. Walnut St-Crosswalk-electric bill	Paid by Check # 67202		01/10/2018	01/10/2018	01/10/2018		01/10/2018	9.52
										\$9.52
										\$9.52
										\$9.52
										\$9.52
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	37595015910604	20-Key tags for vehicles	Paid by EFT # 21155		01/10/2018	01/10/2018	01/10/2018		01/10/2018	26.40
										\$26.40
										\$26.40
										\$26.40
										\$26.40
										\$4,217.96

**REGISTER OF SPECIAL CLAIMS**  
**Board: Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/26/2018	Bank Fees				2,399,897.89
1/10/2018	Claims				4,217.96
	Sp Utility Cks				
	Woodlawn Ave				
	Month Of December HSA/WorkComp/MT & Gym/CIGNA				<u>2,404,115.85</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,404,115.85

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 \_\_\_\_\_