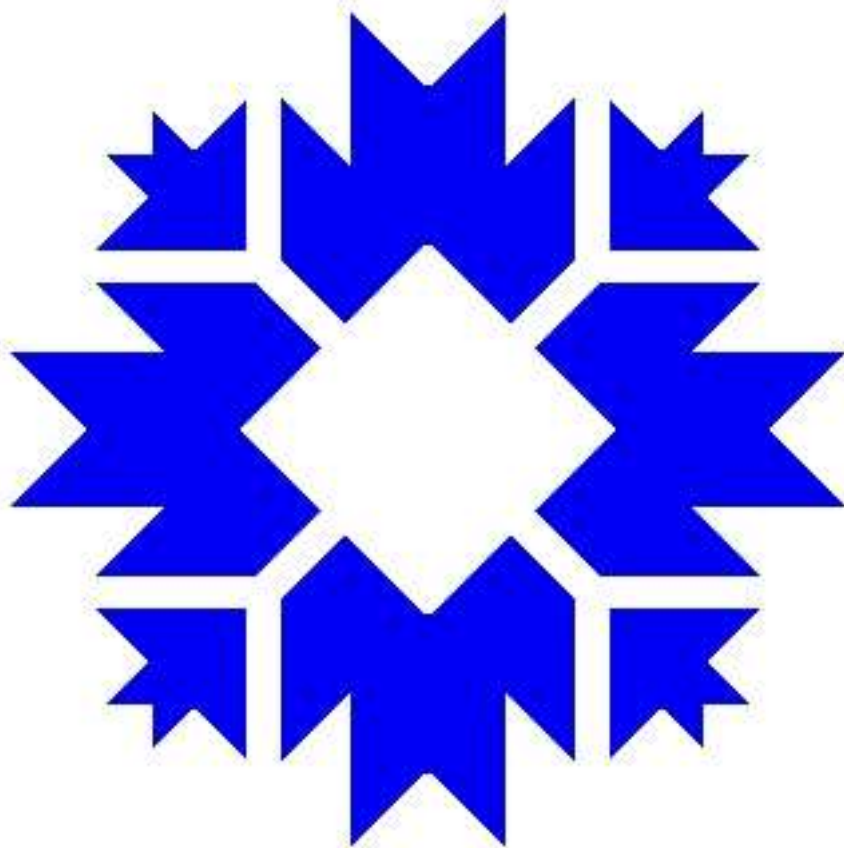


Board of Public Works Meeting

February 20, 2018



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, February 20, 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. HEARING ON NOISE APPEAL

1. Appeal of Noise Citation #37636 at 524 N. College Ave.

IV. CONSENT AGENDA

1. Approval of Minutes – February 6, 2018
2. Resolution 2018-07: Use of Public Streets for 4th Street Arts Festival (8/31/18-9/3/18)
3. Approve Agreement with Sycamore Knolls Neighborhood Association for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right of Way
4. Approval of Payroll

V. NEW BUSINESS

1. Approve Memorandum of Understanding between Board of Public Works and Redevelopment Commission Regarding the Trades District Infrastructure Project
2. Approve Design Contract with Butler, Fairman & Seufert for the Jackson Creek Trail, Phase 2 Project
3. Approve Memorandum of Understanding with Peine Engineering for Temporary Closure of Washington St.
4. Approve Change Orders #3-8 for the 2nd/College and 3rd/Woodscrest Signal Replacements Project
5. Approve Memorandum of Understanding Between Planning and Transportation and City of Bloomington Utilities for Construction Costs of Water Utilities at the Intersection of Tapp Rd. and Rockport Rd.
6. Resolution 2018-09: Use of Public Streets for Bloomington Handmade Market (Saturday, 6/2)

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. 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.

STAFF REPORT
Appeal of Noise Ordinance Citation #37636

Appellant Information:

Yixie Wu
524 N. College Ave., Apt. 503
Bloomington, Indiana 47404
Date Appealed: 04/24/2017

Citation Information:

Issued: 1-27-2018
Officer: Officer Brandon Siniard
Place: 524 N. College Ave., Apt. 503
Bloomington, IN 47404
For: Excessive Loud Noise from Residence

Attachments:

1. Dispatch Records
2. Mr. Yixie Wu's Appeal w/copy of Citation
3. Subpoena for Officer Brandon Siniard
4. Proposed Order

Officer's Description:

At approximately 11:08 p.m. on January 27, 2018, Officer Brandon Siniard was dispatched to investigate a noise complaint at 524 N. College Ave., Apt. 503, Bloomington, Indiana 47404. Officer Siniard was en route at approximately 11:29 p.m. Upon arrival at approximately 11:36 p.m., Officer Siniard, while at street level on College Avenue, heard loud music and talking/voices coming from the balcony of Apartment 503 above. Officer Siniard is available for questions.

Appellant's Description:

Mr. Wu appeals the citation because he believes the sound of his speakers could not be heard by his neighbors and none of his neighbors admitted to him that they had complained to police.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. It is sufficient evidence of a violation if: The noise complained of occurred between the hours of 9pm and 7am and was clearly audible to a person with normal hearing from off premises.
2. That the noise was caused or was allowed to occur by someone in control of the property from which the noise originated.

Sufficient evidence of a violation:

- § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:

- **A Person who makes the unreasonable noise,**
- **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**
- **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

- Officer Siniard states that at or around 11:59 p.m while he was at street level on College Avenue he could hear the sound of loud music and voices coming from the balcony of apartment 503. Mr. Wu, in his appeal admits that he lives in apartment 503.

Conclusion:

- The facts establish that noise was audible from off the property between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Wu, a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Wu's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

02/03/18
00:44

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 302
1

Call Number: 180127367

Nature: NOISE
Reported: 23:08:53 01/27/18
Rcvd By: BUTLER J How Rcvd: T
Occ Btwn: 23:08:53 01/27/18 and 23:08:53 01/27/18
Type: 1
Priority: 2

Address: 524 N COLLEGE AVE; APT 503
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: BLAIR
Address:
Phone: ()

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
SINIARD B	23:29:48 01/27/18	1555	DISP	LB1	BPD	(MDC) Enroute to a call incid#=B18-03662 call=2981
SINIARD B	23:29:52 01/27/18	1555	ER	LB1	BPD	(MDC) Enroute to a call incid#=B18-03662 call=2981
SINIARD B	23:36:30 01/27/18	1555	AR	LB1	BPD	(MDC) Arrived on scene incid#=B18-03662 call=2981
SINIARD B	23:59:08 01/27/18	1555	NMIN	LB1	BPD	MDC: dl=4118875347 state=IN
SINIARD B	23:59:09 01/27/18	1555	DLIN	LB1	BPD	MDC: dl=4118875347 state=IN
SINIARD B	00:02:06 01/28/18	1555	CITE	LB1	BPD	(MDC) loud noise incid#=B18- 03662 call=2981

COMMENTS

ON THE 5TH FLOOR - LOUD PARTY AND MUSIC
23:43:57 01/27/2018 - KELLEY P - From: SINIARD B
OUT AT APT 503 ON THE 5TH FLOOR
23:51:52 01/27/2018 - KELLEY P
SIG9
00:00:29 01/28/2018 - LEWIS V
STATUS GETTING READY TO CLEAR

UNIT HISTORY

Unit	Time/Date	Code
1555	23:29:48 01/27/18	DISP

02/03/18
00:44

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 302
2

1555	23:29:52	01/27/18	ER
1555	23:36:30	01/27/18	AR
1555	23:59:08	01/27/18	NMIN
1555	23:59:09	01/27/18	DLIN
1555	00:02:06	01/28/18	CITE

RESPONDING OFFICERS

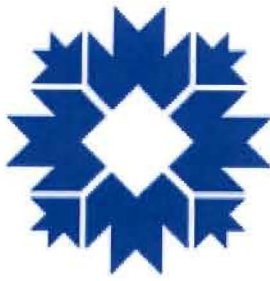
Unit Officer

1555 SINIARD B

INVOLVEMENTS

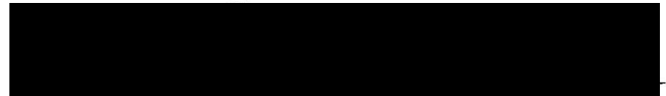
Type Record# Date Description Relationship

LW B18-03662 01/27/18 NOISE B18-03662 524 N COLLEG Initiating Call



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov



Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Yixie Wu Phone Number: [REDACTED]

Citation Number: 37636 Date on Noise Citation: ~~37636~~ 1/27/18
(Located in the top right hand corner of the citation)

Local Address: 524 N College Ave Permanent Address: 524 N College Ave

Today's Date: 2/2/18

Reason for Appeal: The officer knocked on my door and said he heard people talking from the street after he came to the building after my neighbor called and complained. However, the building is very sound proof and it would be impossible to hear the speaker's sound from outside. I have also talked to all of my neighbors since we are all close friends. No one called about complaint.
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of ~~1/27/18~~ 2/2/18
When the Board of Public Works will consider my appeal.

Signature: Yixie Wu Date: 2/2/18

For use by Public Works:

Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 37636

The undersigned having probable cause to believe and
being duly sworn upon his/her oath says that on:

Day of Week SAT	Day 27	Month JAN	Year 2018	Time 11:48
Last Name W U		First YIXIE		MI
Street Address 524 N College Av.			D.O.B. 4/2/95	
City Bloomington		State IN	Zip Code 47404	
Sex M	Race	SSN/O [REDACTED]		

DID COMMIT THE FOLLOWING OFFENSE:

Excessive Loud Noise Violation

OR

Excessive Loud Noise

X Residence _____ Vehicle _____

Contrary to the BMC § 14.090.30
at 524 N. College Av. Apt 503, Bloomington, IN.

Officer's Signature [Signature] I.D. No. 1555

City of Bloomington, Indiana

Date 1-27-18

Signature _____

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
SUBPOENA**

**IN THE MATTER OF THE
APPEAL OF NOISE CITATION #37636**

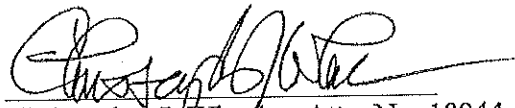
**Yixie Wu
524 N. College Avenue
Issued on January 27, 2018**

The Board of Public Works To:

Officer Brandon Siniard
Bloomington Police Department
220 E. Third St.
Bloomington, IN 47404

You are hereby summoned to appear and give testimony before the Board of Public Works during its regular meeting on the 20th day of February, 2018, at 5:30 p.m. in the Council Chambers at City Hall, 401 N. Morton St., Bloomington, Indiana, and to not depart without leave of the Board.

WITNESS this 6th day of February, 2018.



Christopher J. Wheeler, Atty. No. 18944-49
Assistant City Attorney
City of Bloomington
401 N. Morton/P.O. Box 100
Bloomington, IN 47402
(812) 349-3426

City of Bloomington's Board of Public Works

Decision on Appeal of Noise Citation #37636

On January 27, 2018, the City of Bloomington Police Department issued Noise Citation #37636 to Mr. Yixie Wu. Mr. Wu timely appealed Citation #37636 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding this Noise Citation on Tuesday, February 20, 2018. The Board of Public Works finds as follows:

1. At approximately 11:08 p.m. Officer Brandon Siniard was dispatched to a noise complaint at 524 N. College Ave., Apt. 503, Bloomington, Indiana 47404.
2. Officer Siniard arrived at approximately 11:36 p.m.
3. From street level on College Avenue, Officer Siniard was able to hear music and talking coming from the balcony of apartment 503 of the apartment complex at 524 N. College Avenue, Bloomington, Indiana.
4. Yixie Wu admits that he is one of the tenants of 524 N. College Ave., Apt. 503, Bloomington, Indiana 47404.
5. BMC § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
6. BMC § 14.09.030(b) specifies that a person who allows the unreasonable noise to be made in or on property occupied by the person can violate this ordinance.
7. The facts establish that noise was audible by a person of normal hearing from off the premises between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Mr. Yixie Wu, a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

_____ Upholds said Noise Citation.

_____ Voids said Noise Citation.

So ordered this 20th day of February, 2018.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

The Board of Public Works meeting was held on Tuesday, February 6, 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: Roy Aten – Planning and Transportation
– Planning and Transportation
Dan Backler – Planning and Transportation
Ryan Daily – Parking Garage Operations
Adam Wason – Public Works
Jackie Moore – City Legal

Boatman made a motion regarding the election of officers for 2018: Kyla Cox Deckard as President, Kelly Boatman as Vice President, and Dana Palazzo as Secretary of the Board of Public Works. Palazzo seconded the motion. The motion passed. Officers of the Board of Public Works for 2018 as nominated and voted for are Cox Deckard, President; Boatman, Vice President; and Palazzo, Secretary.

**ELECTION OF
OFFICERS**

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes – January 23, 2018
2. Resolution 2018-06: Use of Public Streets for Monroe County YMCA 5K Spring Run (Saturday, 4/7)
3. Noise Permit Request for Autism Awareness Fair (Sunday, 4/29)
4. Approval of Payroll for 2/2/18 in the amount of \$415,594.14

CONSENT AGENDA

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

NEW BUSINESS

Roy Aten, with Planning and Transportation, presented the Contract

**Approve Contract for
Preliminary Engineering**

for Preliminary Engineering Services with WSP USA Inc. for the S. Sare Rd. Multiuse Path and Intersection Improvements Project. See meeting packet for further details.

Services with WSP USA Inc. for the S. Sare Rd. Multiuse Path and Intersection Improvements Project

Boatman asked about the percentages of federal funding and City funding.

Andrew Cibor, explained projects are usually eligible for 80 percent federal funding. This local funding for this portion of the project will be coming from a GO Bond passed by the City Council back in 2016.

Cox Deckard asked if this area will undergo other improvements.

Aten explained that there are plans for crosswalk installations in that area.

Boatman made a motion to approve the Contract for Preliminary Engineering Services with WSP USA Inc. for the S. Sare Rd. Multiuse Path and Intersection Improvements Project. Palazzo seconded. The motion passed. Contract approved.

Sara Gomez, with Planning and Transportation, presented the Request from Service Electric to Temporarily Close a Portion of W. Country Club Dr. See meeting packet for further details.

Request from Service Electric to Temporarily Close a Portion of W. Country Club Dr.

Boatman asked if any of the requested closures will overlap.

Gomez explained the one-lane closure would be separate from the intermittent closures.

Julie Poynter, Project Manager, explained the February 15th closure request would be a complete lane closure for 10 minutes.

Cox Deckard asked if alert signage could be placed at Rogers St. and Walnut St. intersections.

Cibor suggested the use of customizable signs.

Cox Deckard asked about the use of variable signage for upcoming closures.

Discussion about the time and location of the closures ensued.

Boatman asked if the work will interfere with the pedestrian entrance to the side path..

Poynter said it will not.

Palazzo made a motion to approve the Request from Service Electric to Temporarily Close a Portion of W. Country Club Dr. with the use of variable signage at the Walnut St. and Rogers St. intersections. Boatman seconded. The motion passed. Closure request approved.

Dan Backler, with Planning and Transportation, presented the Request from Infrastructure Systems to Temporarily Close a Portion of W. Country Club Dr. See meeting packet for further details.

**Request from
Infrastructure Systems to
Temporarily Close a
Portion of W. Country
Club Dr.**

Palazzo asked how long the road would be closed.

Backler explained there will be a single closure. Instead of closing the road two times with a small break in between, the road will be closed March 5th to July 23rd. He explained this request will have the least impact.

Cox Deckard commented that there will be three closures in that area altogether for different projects, to include: one brief closure February 15th, another for two weeks in March, and this request.

Cox Deckard asked if the detour will accommodate large delivery trucks.

Backler confirmed.

Boatman asked if local access will be available for the surrounding businesses and residents.

Backler confirmed.

Boatman asked if the surrounding residents and businesses would be notified.

Backler confirmed.

Boatman made a motion to approve the Request from Infrastructure Systems to Temporarily Close a Portion of W. Country Club Dr. Cox Deckard seconded. The motion passed. Closure approved.

Backler presented the Request from CLR Contractors to Temporarily Close a Portion of W. Country Club Dr. See meeting packet for further details.

**Request from CLR
Contractors to
Temporarily Close a
Portion of W. Country**

Club Dr.

Lisa Ridge, Monroe County Public Works, added that the County has installed a temporary traffic signal at Gordon Pk. and Rogers St. intersection to get traffic through at a reasonable pace. Cox Deckard asked if this project is a part of the County's replacement plan.

Ridge confirmed.

Palazzo made a motion to approve the Request from CLR Contractors to Temporarily Close a Portion of W. Country Club Dr. Boatman seconded. The motion passed. Closure approved.

Backler presented the Request from CBU (City of Bloomington Utilities) to Use W. Wapehani Rd. See meeting packet for further details.

Request from CBU to Use W. Wapehani Rd.

Boatman noted that parking is not frequently used there. She asked if residents would still have access to W. Wapehani Rd.

Backler confirmed.

Andy Tatman, with Associates Four Services, described the surrounding properties.

Boatman asked if residents have been notified.

Phil Peden, with CBU, confirmed.

Boatman made a motion to approve the Request from CBU to Use W. Wapehani Rd. Palazzo seconded. The motion passed.

Roy Aten, with Planning and Transportation, presented Amendment #1 to the Downtown Curb Ramp Construction Inspection Contract with Lochmueller Group. See meeting packet for further details.

Approve Amendment #1 to the Downtown Curb Ramp Construction Inspection Contract with Lochmueller Group

Cox Deckard asked if this request went before the Redevelopment Commission.

Aten confirmed.

Palazzo made a motion to approve Amendment #1 to the Downtown Curb Ramp Construction Inspection Contract with Lochmueller Group. Boatman seconded. The motion passed. Amendment approved.

Aten presented Change Order #1 with Ragle for the Pedestrian

Approve Change Order

Safety and Accessibility at Signalized Intersections Project. See meeting packet for further details.

Boatman made a motion to Change Order #1 with Ragle for the Pedestrian Safety and Accessibility at Signalized Intersections Project. Palazzo seconded. The motion passed. Change Order approved.

Virgil Sauder, with Animal Care and Control, presented Change Order #2 with Neidigh for Animal Shelter Renovation Project. See meeting packet for further details.

Palazzo made a motion to approve Change Order #2 with Neidigh for Animal Shelter Renovation Project. Boatman seconded. The motion passed. Change order approved.

Sauder presented the Contract with VET Environmental Engineering, LLC for Mold Remediation at Animal Shelter. See meeting packet for further details.

Boatman made a motion to approve the Contract with VET Environmental Engineering, LLC for Mold Remediation at Animal Shelter. Palazzo seconded. The motion passed. Contract approved.

Christina Smith, with Public Works, provided the following announcements:

- Animal Shelter Statistics: 10,000 volunteer hours, 830 animals fosters, 562 reunions, 292 adoptions, 87% live release rate.
- Winter Weather: Snow crews are on-call and anticipating a snow storm.
- Street Department crews have filled 642 potholes this year.

Smith will provide the Board with more details about a claims payment made for legal services for the Monastery property.

Palazzo moved to approve the Claims Register 1/24/18 to 2/9/18 in the amount of \$2,087,178.15. Boatman seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:33 p.m.

Accepted by:

Kyla Cox Deckard, President

BPW 2-6-18

#1 with Ragle for the Pedestrian Safety and Accessibility at Signalized Intersections Project

Approve Change Order #2 with Neidigh for Animal Shelter Renovation Project

Approve Contract with VET Environmental Engineering, LLC for Mold Remediation at Animal Shelter

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: The 42nd Annual 4th Street Festival of the Arts and Crafts

Petitioner/Representative: Vicki Munn/4th Street Festival

Staff Representative: Sean Starowitz

Meeting Date: February 20, 2018

Planners for the 4th Street Festival of the Arts and Crafts wish to request the closure of Fourth, Grant and Dunn Streets Friday, September 1st through Sunday, September 3rd for this year's 42nd annual festival which will be September 2nd and 3rd, 2017. This year's festival will again utilize the same street layout as it did in 2017. The Street Closure time has been amended from the application to a 2:00 p.m. Friday, August 31st closure time to allow for a longer set up time for artists.

The 4th Street Festival of the Arts and Crafts is the single largest arts event in the city with tens of thousands of attendees. This festival serves as the opening act to the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants and retail. A resolution with a hold harmless agreement and noise waiver has been prepared. Insurance will also be provided.

Staff has determined that the petitioner has complied with Public Works' requirements for a petition to use public streets for this event. Approval has been obtained from Bloomington Police Department, Planning & Transportation, and Bloomington Fire Department.

Recommend ☒ **Approval** ☐ **Denial** by Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-07**

4TH STREET FESTIVAL OF THE ARTS AND CRAFTS

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, 4th Street Festival, Inc., is desirous of using portions of E. 4th Street, between S. Lincoln Street and S. Indiana Avenue; S. Grant Street, between E. Kirkwood Avenue and E. Third Street; and S. Dunn Street between E. Kirkwood and E. Third to host 42nd annual 4th Street Festival of the Arts and Crafts; and

WHEREAS, 4th Street Festival, Inc., has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 2:00 p.m. on Friday the 31st day of August, 2018, until 10:00 p.m. on Sunday, the 2nd day of September, 2018, so that the 4th Street Festival, Inc., can have control over the streets for the purposes of providing an outdoor art show of high quality that is mutually beneficial to the artists and the community; and

WHEREAS, 4th Street Festival, Inc., has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works declares that E. 4th Street, between S. Lincoln Street and S. Indiana Avenue; S. Grant Street, between E. Kirkwood Avenue and E. Third Street; and S. Dunn Street between E. Kirkwood Avenue and E. Third Street will be temporarily closed to traffic and parking from 2:00 p.m. on Friday, the 31st day of August, 2018 until 10:00 p.m. on Sunday, the 2nd day of September, 2018.

RESOLUTION 2018-07

3. The street closures outlined above are for the purposes of allowing the 4th Street Festival, Inc., to provide an outdoor art show of high quality that is mutually beneficial to the artists and the community on Saturday, September 1, 2018, and Sunday, September 2nd, 2018.
4. The artists, performers, craftspersons and vendors who have not received explicit authorization from the 4th Street Festival, or their representatives or agents, to participate in the 4th Street Festival of the Arts and Crafts, shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
5. 4th Street Festival, Inc., shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City's Department of Public Works and shall be affixed as instructed by City Staff.
6. 4th Street Festival, Inc., shall be responsible for placement and removal of barricades. 4th Street Festival, Inc. is responsible for contacting the City's Planning and Transportation Department for instructions on the type of and placement of said barricades. 4th Street Festival, Inc., agrees to obtain at its own expense and place barricades to close the streets, not before 2:00 p.m. on Friday, the 31st day of August, 2018 and to remove barricades by midnight on Sunday, September 2, 2018.
7. 4th Street Festival, Inc., will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by midnight on Sunday, September 2, 2018.
8. 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.
9. 4th Street Festival, Inc., shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. 4th Street Festival, Inc., shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the 4th Street Festival of the Arts and Crafts, a copy of which 4th Street Festival, Inc., agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;
11. In consideration for the use of the City's property and to the fullest extent permitted by law, 4th

Street Festival, Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

12. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

4th Street Festival, Inc.:

Kyla Cox Deckard, President

Signature

Kelly M. Boatman, Vice President

Printed Name, Title

Dana Palazzo, Secretary

Date

Date



CITY OF BLOOMINGTON

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: Vicki Munn
 Contact Phone: Mobile Phone: 812-219-6385
 Title/Position: President
 Organization: 4th Street Arts Festival Committee
 Address: P.O. Box 1257
 City, State, Zip: Bloomington, IN 47402
 Contact E-Mail Address: vickimunn@gmail.com
 Organization: info@4thstreet.org
 E-Mail and URL: 4thstreet.org
 Org Phone No: Fax No:

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

Organization Name:
 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:

3. Event Information

Type of Event

☐ Metered Parking Space(s) ☐ Run/Walk ☒ Festival ☐ Block Party
☐ Parade ☐ Other (Explain below in Description of Event)

Date(s) of Event:

September 1-2, 2018

Time of Event:

Date: ~~Sat~~. 1 Start: 10:00 AM Date: ~~Sat~~ 2 End: 5:00 pm

Setup/Teardown
time Needed

Date: ~~Fri~~
Aug. 31 Start: 4:00 Date: ~~Sun~~
~~Sat~~ 2 End: 10:00 pm

Calendar Day of
Week:

Fri - setup, Sat. & Sun Festival

Description of Event:

42nd Annual. It is the largest arts event in Bloomington. In 2017 we had a crowd of 42,000.
This festival serves as the opening act to the fall arts and cultural season. It attracts thousands to the downtown area. They eat in the local restaurants, shop the local stores. Many stay in hotels including the 120 plus artists.

Expected Number of
Participants:

120

Expected # of vehicles (Use of Parking
Spaces to close):

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

DNA

- ☐ A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
 - The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
- ☐ Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- ☐ A properly executed Maintenance of Traffic Plan
 - Determine if No Parking Signs will be required
- ☐ 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*

DNA

- ☐ A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
 - The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - The number of lanes to be restricted on each road shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - 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
 - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- ☐ 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)
- ☐ Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☐ Not applicable
- ☐ 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. DEADLINE: To Public Works no later than five days before event.
- ☐ A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required
 - * Determine if Barricades will be required
- ☐ Secured a Parade Permit from Bloomington Police Department ☐ Not applicable
- ☐ Noise Permit application ☐ Not applicable
- ☐ 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

- ☒ 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
 - The ending point shall be clearly marked
 - The number of lanes to be restricted on each road shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - 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
 - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- ☒ 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)
- ☐ Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☒ Not applicable
- ☒ A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required
 - * Determine if Barricades will be required
- ☐ Noise Permit application ☐ Not applicable
- ☐ Beer & Wine Permit ☒ Not applicable
- ☐ 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. **DEADLINE:** To Public Works no later than five days before event.
- ☐ If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- ☐ Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST



Determine what type of Event



Complete application with attachment

☒ Detailed Map

☒ Proof of notification to businesses/residents (copy of letter/flyer/other)

☒ Maintenance of Traffic Plan

☒ Noise Permit Application (if applicable)

☒ Certificate of Liability Insurance

☒ Secured a Parade Permit from Bloomington Police Department (if applicable)

☒ Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable)

☒ Waste and Recycling Plan (if applicable)



Date Application will be heard by Board of Public Works

2/20/2018



NA

Approved Parks Special Use Permit (if using a City Park)



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

FOURTH STREET ARTS FESTIVAL

STREET CLOSINGS

From 2:00pm on Friday August 31, 2018

Until 10:00pm on Sunday September 2, 2018

4th Street from Lincoln to Indiana

Grant Street from Kirkwood to 3rd Street

Dunn Street from Kirkwood to 3rd Street



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

Event and Noise Information

Name of Event:

4th Street Arts

Location of Event:

4th Street between Lincoln & Indiana; Dunn & Grant between 3rd & Kirk

Date of Event:

Sept. 1-2, 2018

Time of Event:

Start: 10:00 AM

Calendar Day of Week:

End: 6:00 PM

Description of Event:

Music tent at 4th & Grant

Spoken word at 4th & Dunn

Source of Noise:



Live Band



Instrument



Loudspeaker

Will Noise be Amplified?



Yes



No

Is this a Charity Event?



Yes



No

If Yes, to Benefit:

4th Street is 501 c4

Applicant Information

Name:

Vicki Munn

Organization:

4th Street Committee

Title:

President

Physical Address:

Email Address:

vicki.munn@gmail.com

Phone Number:

812.219.6385

Signature:

Vicki Munn

Date:

1.2.2018

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

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Fourth St. Festival
Number of expected attendees: 45K
Number of food vendors: 4th St. restaurants
Number of other vendors: 110 artists

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.

Designated waste and recycling manager: Jean Kautt**Event Map: Map and photos attached****Targeted Waste:**

Food Waste/containers - trash barrels
Plastic beverage bottles and cans - recycling containers
Mixed paper - recycling containers

Collection and hauling system:*Pre-festival Friday*

Engineering dept. will lend sanitation 2 barricades.
Early morning, sanitation will barricade 2 parking spaces in the NW corner of City Lot #1 at 4th and Dunn. (behind Falafel)
20 trash barrels and 10 recycling units will be delivered.
Friday evening, barrels will be placed across festival site by Robert Chambers, whom we hire every year from the sanitation dept (off duty).

Festival Saturday

During festival hours Robert Chambers will circulate and collect bags and place bags in barricaded area.

Festival Sunday

By 10am sanitation will pick up bags collected from Saturday.
Sunday's bags will go into barricaded area.
As festival ends at 5pm, all cans and recycling units to be returned to barricaded area by Robert Chambers.
Final site walk performed about 7pm by Vicki Munn, Board President and Jean Kautt, Director. Any additional pickup needed is done.

Monday after festival

Early morning, sanitation will collect all bags, barrels, and recycling units from barricaded area and return barricades to engineering.
Site visit by Jean Kautt to make sure no evidence of the festival is visible.

Vendor and volunteer education and training:

All volunteers are given an overview of where trash and recycling containers are and they are typically all over the site and thus, are able to direct patrons if needed. Waste is greatly minimized by having CBU on site at the fire station with their water stand.

Materials and supplies:

Sanitation provides us with all barrels and recycling containers. All containers are labeled trash or recycling. 4th Street buys several cases of large bags annually to replace bags throughout the weekend.

Designation of duties:

Jean Kautt works with the sanitation dept and 4th St volunteer coordinator to implement the plan.

Sanitation Dept Director Shelby Walker has retired. Rhea Carter is acting Director in the interim. She and I have reviewed the 2018 plan and no changes are planned. Here is a very nice quote from former Director Shelby Walker, who helped me develop our current method at least 8 years ago:

8/11/17 Shelby Walker <walkers@bloomington.in.gov> wrote:

Good morning,

The 4th Street event has set a benchmark for how working together can make all go so much smoother. Yes 4th Street is on our list and we look forward to having a great working relationship this year. Sanitation will provide the same service level as we have in the past. Should there be any changes please call me and we will be happy to try.

Thanks,

Shelby Walker

cell [\(812\) 325-3901](tel:8123253901) office [\(812\) 349-3457](tel:8123493457)

NOTICE OF PUBLIC HEARING

The Board of Public Works of Bloomington, Indiana has been petitioned to hear a request for a Special Event in the Public Right Way for **Fourth Street Arts Festival**,

August 31 – September 2, 2018

The Board of Public Works meeting to hear this request will be **February 20, 2018**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 pm.

The proposal for **Fourth Street Arts Festival** will be on file and may be examined in the Public Works office on **February 16, 2018** prior to the Tuesday **February 20, 2017** 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 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: FOURTH STREET ARTS FESTIVAL

DATE: February 12, 2018



FOURT-1

OP ID: AB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2018

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 First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Meier Insurance Agency, LLC	812-355-4607	CONTACT NAME: Anna Babbs PHONE (A/C, No, Ext): 812-355-4607 E-MAIL ADDRESS: annab@figprotects.com FAX (A/C, No): 812-331-3233
INSURED Fourth Street Festival Corp. P.O. Box 1257 Bloomington, IN 47402		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0057245	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0057245	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N. Morton
Bloomington, IN 47401

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





Google Maps

4th St. site map



O = trash barrel/recycling unit

Street Closings



4th Street Festival of the Arts and Crafts

4th St between Lincoln and Indiana

Grant St between Kirkwood and 3rd

Dunn St between Kirkwood and 3rd

By: smithc

5 Feb 15



For reference only; map information NOT warranted.

City of Bloomington
Public Works



Scale: 1" = 200'





Board of Public Works Staff Report

Project/Event: Agreement for the Installation and Maintenance of Unlighted Neighborhood Signage in Public Right of Way

Petitioner/Representative: Sycamore Knolls Neighborhood Association

Staff Representative: Christina Smith

Meeting Date: February 20, 2018

The Sycamore Knolls Neighborhood Association applied and received a Small and Simple Grant to fund the purchase and installation of twenty-four (24) sign toppers. The toppers will be installed on the street name marker sign poles which will identify their neighborhood to residents and the community.

The neighborhood association president, Thomas King, has met with Mike Stinson, Assistant Superintendent Signs/Markings, and discussed the specifications and installation procedures for the “sign toppers.” The Department of Public Works Staff has reviewed the neighborhood grant application and approved the proposed sign toppers and locations.

In accordance with terms of the agreement and Title 20 of the Bloomington Municipal Code, the Sycamore Knolls Neighborhood Association has agreed to purchase the “public sign” gift the “public sign” to the City and maintain the “public sign.”

Staff recommends that the Board approve the agreement between the City and Sycamore Knolls Neighborhood Association to install and maintain unlighted neighborhood sign toppers in the public right of way.

Recommend ☒ Approve by: Christina Smith



**City of Bloomington
Department of Public Works
Planning and Transportation Department**

**Agreement for Installation and Maintenance of
Unlighted Neighborhood Signage in the Public Right of Way**

Specific location(s) for signage: See Attachment A

This Agreement between the City of Bloomington Department of Public Works and/or the Planning and Transportation Department (hereafter “City”) and Sycamore Knolls Neighborhood Association (hereinafter “Applicant”) is to provide a means of installing signage at the location(s) provided above to identify and highlight the neighborhood.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Planning and Transportation Department.

The Applicant identified below shall obtain written approval from the City prior to purchasing neighborhood signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

City streets which are subject of a Neighborhood Sign Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. **The Applicant shall purchase the “public signs” and shall gift the said “public signs” to the City.**

The sign(s) described above and the public right of way in which the sign(s) is/are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed “public sign(s)” is/are subject to the following requirements:

- Number: no more than twenty-four (24) public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.

The Applicant agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of the City, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Applicant in its acts or omissions pursuant to this Agreement.

This Agreement is not valid and work is not permitted until signed and approved by the City.

The Applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said Agreement issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, Agreement conditions and state statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval.

Applicant Information:

Name or Organization: Sycamore Knolls Neighborhood Association

Contact Person (*Printed Name*): Thomas King

Contact Email: thomasroyking@gmail.com

Contact Phone No: 931-220-2853

Signature: Thomas R King

Date: 2/13/2018

CITY OF BLOOMINGTON

Adam Wason, Director
Public Works Department

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Terri Porter, Director
Planning and Transportation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

ATTACHMENT A: Sycamore Knolls Sign Topper Locations

High St./Arden Dr. High St./Queensway High St./Wimbledon
High St./Meadowbluff Ct. High St./Rock Creek Dr. **FIVE**

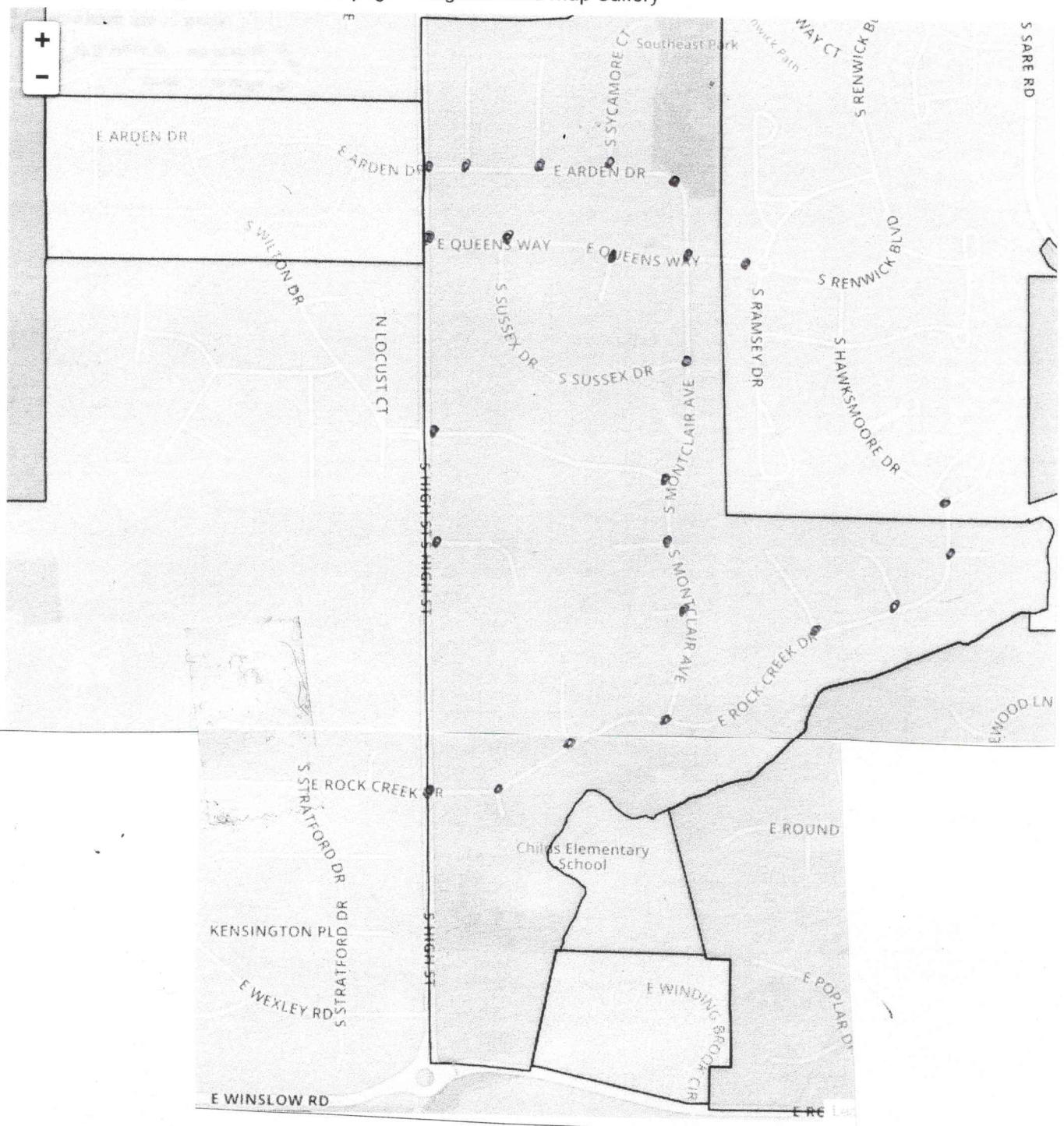
Queensway/Sussex Dr. Queensway/Chelsey Ct. Queensway/Montclair Ave.
Queensway/Renwick/Ramsey **FOUR**

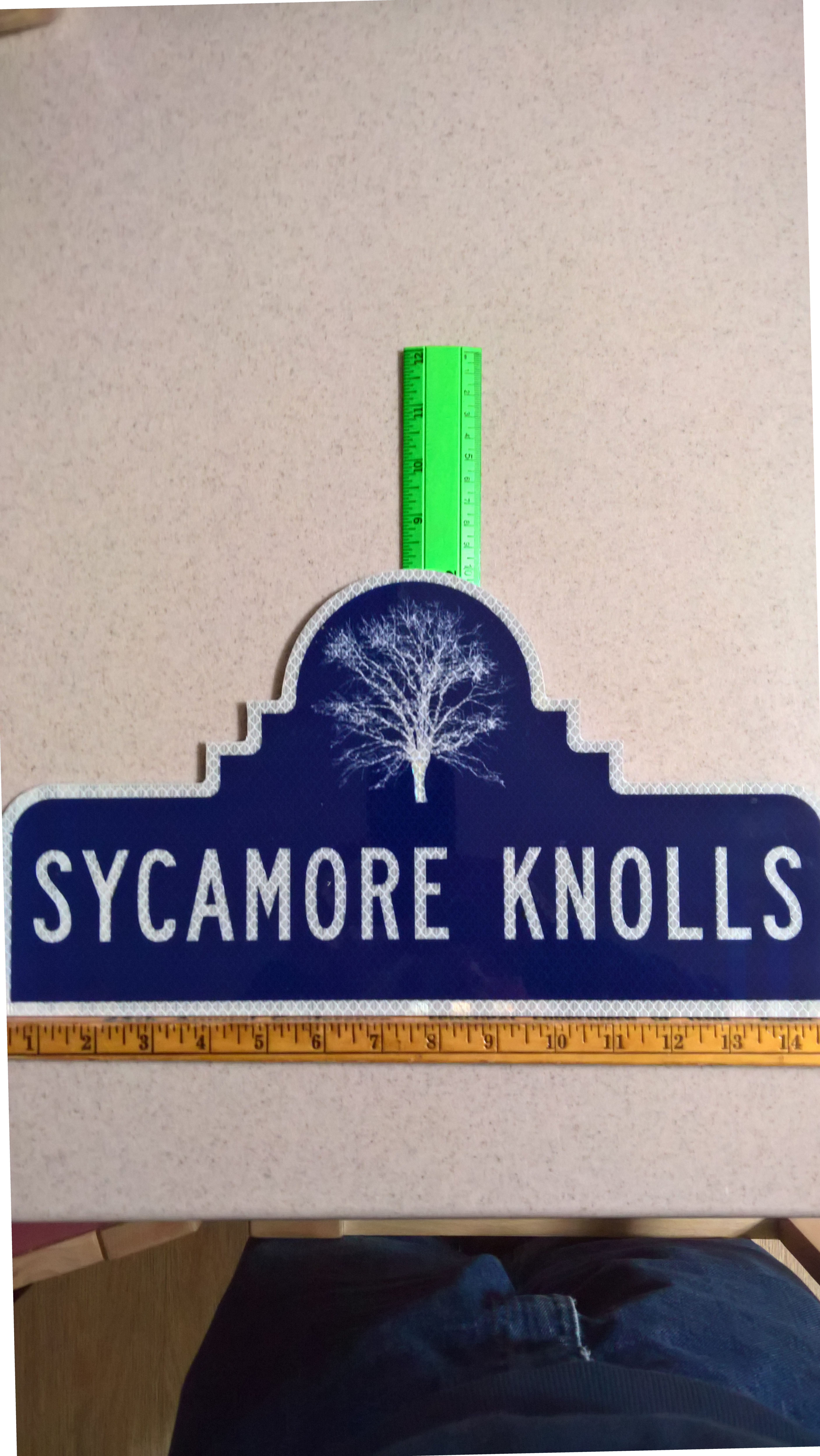
Rock Creek Dr./Childs Ct. Rock Creek Dr./Woodbluff Ct.
Rock Creek Dr./Montclair Ave, Rock Creek Dr./Fairmount Ct.
Rock Creek Dr./Belhaven Ct. Rock Creek Dr./Rock Creek CT.
Rock Creek Dr./Melville **SEVEN**

Montclair Ave./Arden Dr. Montclair Ave./Sussex Dr,
Montclair Ave./Wimbledon Montclair Ave./Montclair CT.
Montclair Ave. /Edgehill Ct. **FIVE**

Arden Dr. /Williams Ct. Arden Dr./Greenfield Ct. Arden Dr./Sycamore Ct.
THREE

TWENTY-FOUR TOTAL TOPPERS





SYCAMORE KNOLLS

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/16/2018	Payroll				411,458.36
					<u>411,458.36</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 **\$ 411,458.36**

Dated this 20th day of February year of 2018.

_____	_____	_____
_____	_____	_____

I herby 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_____

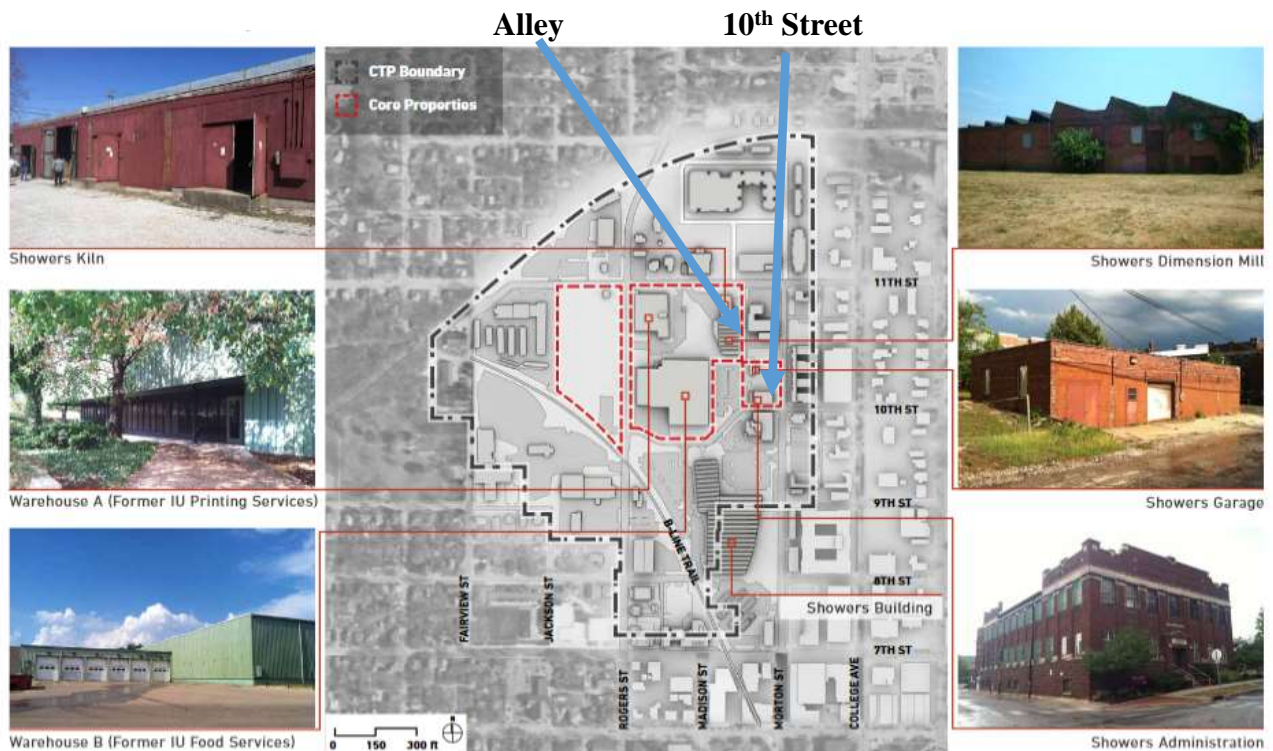
Staff Report



To: Board of Public Works
CC: Redevelopment Commission
From: Alex Crowley, Andrew Cibor
Date: February 15, 2018
RE: **Memorandum of Understanding between the City of Bloomington Board of Public Works and the City of Bloomington Redevelopment Commission regarding The Trades District Infrastructure Project**

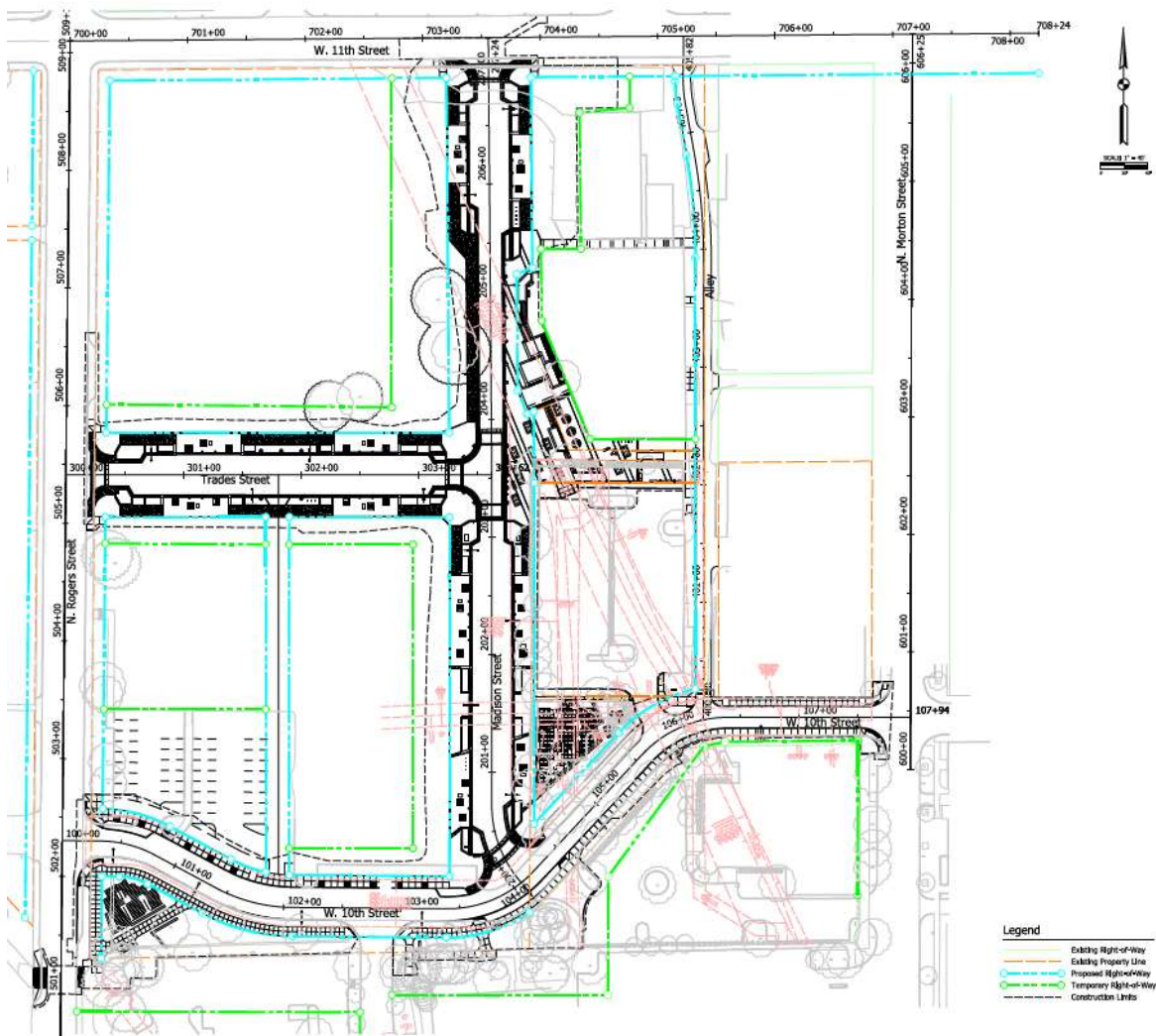
In 2005, the Indiana Department of Commerce—which is now the Indiana Economic Development Corporation—designated a sixty-five acre area of the City of Bloomington as a Certified Technology Park.

In 2011, the Redevelopment Commission purchased approximately 12 acres of property within the Certified Technology Park from Indiana University, including the Showers Administration Building, Showers Dimension Mill, Showers Kiln, and two buildings that Indiana University constructed (Warehouse A, the former IU Printing Services building, and Warehouse B, the former IU Food Services building). Both Warehouse A and Warehouse B have since been deconstructed. The 12 acres of property that the Redevelopment Commission purchased are sometimes called the “Core Properties.”



As part of planning the redevelopment of Bloomington's Certified Technology Park, which is called The Trades District, the City completed a *Master Plan and Redevelopment Strategy for the Certified Technology Park*, a *Utility Masterplan* and a *Drainage Masterplan*.

Pursuant to those master plans, the Redevelopment Commission is moving forward on improving the transportation, drainage, and utility infrastructure within The Trades District to catalyze the growth of The Trades District. The majority of these improvements will take place on property currently owned by the Redevelopment Commission. However, some of the improvements are expected to take place in the north-south alley between 10th and 11th Street (labeled "Alley" on the map above) and in the portion of 10th Street between the Solution Tree building and the Showers Administration Building (labeled "10th Street" on the map above) that are currently within the City's rights-of-way. Additionally, in the future new Plats are anticipated that will dedicate the remainder of 10th Street between Morton Street and Rogers Street, a new segment of Morton Street between 10th Street and 11th Street, and a new segment of Trades Street between Madison Street and Rogers Street as right-of-way (see project map below).



A Memorandum of Understanding between the Board of Public Works and the Redevelopment Commission was approved in 2016 making it clear that the Redevelopment Commission was authorized to obtain designs for infrastructure improvements in City right-of-way. Since that time the

design plans and specifications were completed, the project was bid, and now the Redevelopment Commission intends to award a contract for the project's construction. This new Memorandum of Understanding between the Board of Public Works and the Redevelopment Commission is proposed to explicitly permit the Redevelopment Commission and its agents to oversee the construction of the Trades District Infrastructure project, including the portions of the project within the City's rights-of-way.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to Indiana Code § 36-4-9-4, has established a Board of Public Works; and

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; and

WHEREAS, the City, pursuant to Indiana Code § 36-7-14-3, established the City of Bloomington Redevelopment Commission (“Redevelopment Commission”); and

WHEREAS, the Redevelopment Commission may “purchase . . . real property . . . needed for the redevelopment of areas needing redevelopment that are located within the corporate boundaries of the [City]” and may contract for the construction of “local public improvements”; and

WHEREAS, in 2005, an approximately sixty five acre area within the City was designated a Certified Technology Park (“The Trades District”) by the Indiana Department of Commerce; and

WHEREAS, the Redevelopment Commission purchased approximately twelve acres of land within The Trades District from Indiana University in 2011 (“Redevelopment Commission Property”), with the intent to redevelop that property in a manner consistent with the Redevelopment Commission’s Economic Development Plan (“Plan”); and

WHEREAS, as part of the redevelopment of The Trades District, on August 18, 2015, the Redevelopment Commission passed Resolution 15-60, which approved a Project Review and Approval Form regarding infrastructure improvements in The Trades District (“Form”) based upon the recommendations from the CTP Master Plan and the Utility & Drainage Master Plans; and

WHEREAS, the Redevelopment Commission entered into agreements for the design of infrastructure improvements in The Trades District related to transportation, utilities, and drainage (“Project”); and

WHEREAS, a portion of the Project will occur within the Redevelopment Commission Property, and another portion of the Project will occur within the City’s right of way managed by the Board of Public Works; and

WHEREAS, the Redevelopment Commission and the Board of Public Works therefore found it advisable to enter into the Memorandum of Understanding, attached as

Exhibit A, clearly documenting the Parties' expectations with respect to design of the Project; and

WHEREAS, the design of the Project has been completed, the Project has been properly bid, and the Redevelopment Commission intends to award construction Contract Agreements with the lowest responsive and responsible bidders for the Project; and

WHEREAS, the Redevelopment Commission and the Board of Public Works therefore now find it advisable to enter into a Memorandum of Understanding to document the Parties' expectations with regard to construction of the Project;

NOW, THEREFORE, the Parties agree that:

1. For the avoidance of any doubt, the Board of Public Works now explicitly permits the Redevelopment Commission to construct the Project within the City's rights-of-way as part of the Redevelopment Commission's plan to redevelop The Trades District at the Redevelopment Commission's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their seals to be affixed and attested on the dates provided below.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, President

Kelly M. Boatman, Vice President

Dana Palazzo, Secretary

Date signed: _____

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

Donald Griffin, President

Attest: _____
Mary Alice Rickert, Secretary

Date signed: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

WHEREAS, the City of Bloomington, Indiana ("City"), pursuant to Indiana Code § 36-4-9-4, has established a Board of Public Works; and

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; and

WHEREAS, the City, pursuant to Indiana Code § 36-7-14-3, established the City of Bloomington Redevelopment Commission ("Redevelopment Commission"); and

WHEREAS, the Redevelopment Commission may "purchase . . . real property . . . needed for the redevelopment of areas needing redevelopment that are located within the corporate boundaries of the [City]" and may contract for the construction of "local public improvements"; and

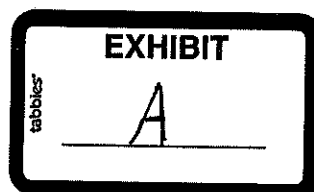
WHEREAS, in 2005, an approximately sixty five acre area within the City was designated a Certified Technology Park ("The Trades District") by the Indiana Department of Commerce ("IDC"); and

WHEREAS, the Redevelopment Commission purchased approximately twelve acres of land within The Trades District from Indiana University in 2011 ("Redevelopment Commission Property"), with the intent to redevelop that property in a manner consistent with the Redevelopment Commission's Economic Development Plan ("Plan"); and

WHEREAS, as part of the redevelopment of The Trades District, on August 18, 2015, the Redevelopment Commission passed Resolution 15-60, which approved a Project Review and Approval Form regarding infrastructure improvements in The Trades District based upon the recommendations from the CTP Master Plan and Redevelopment Strategy ("CTP Master Plan") and the Utility & Drainage Master Plans; and

WHEREAS, the Redevelopment Commission expects to enter into an agreement for the design of infrastructure improvements in The Trades District related to transportation, utilities, and drainage ("Infrastructure Improvements"); and

WHEREAS, the majority of the Infrastructure Improvements are expected to occur within the Redevelopment Commission Property, it is possible that a portion of the design will include road infrastructure that is not owned by the Redevelopment Commission; and



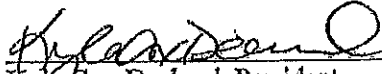
WHEREAS, to avoid any confusion, the Parties find it advisable to enter into this Memorandum of Understanding clearly documenting the Parties' expectations with respect to this relationship;

NOW, THEREFORE, the parties agree that:

1. For the avoidance of any doubt, the Board of Public Works explicitly permits the Redevelopment Commission to design infrastructure improvements within the City's rights-of-way as part of the Redevelopment Commission's plan to redevelop The Trades District at the Redevelopment Commission's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their seals to be affixed and attested this 20th day of July, 2016.

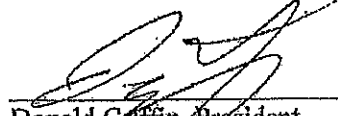
**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

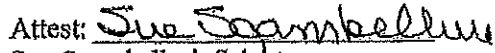

Kyla Cox Deckard, President


Kelly M. Boatman, Vice President


Dana Palazzo, Secretary

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**


Donald Griffin, President

Attest: 
Sue Sgambelluri, Secretary

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Thomas Cameron</u> DATE: <u>July 20, 2016</u>
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Board of Public Works Staff Report

Project/Event: Approval of the Engineering Services Contract with Butler, Fairman & Seufert, Inc. for the Jackson Creek Trail, Phase II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 02/20/2018

Report: Work to be completed under this design contract includes the extensions of the existing multiuse path from the Sare Road multiuse path at Rhorer Road westward along Rhorer road, across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Also, an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in southeast Park. In the Fall of 2017 an RFP was issued for design service and Butler, Fairman & Seufert, Inc. was selected. The project is programed into the BMCMPPO TIP, with design and right-of-way services scheduled through 2020 and a construction letting scheduled for November 2020.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Engineering Services Contract with Butler, Fairman & Seufert, Inc. for the Jackson Creek Trail, Phase II Project

Recommend ☒ **Approval** ☐ **Denial by** *Roy Aten*

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Current Item	02/20/2018
ROW Services Contract	Future	2018
Public Need Resolution	Future	2018
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____ 2018 ("Effective Date") by and between the CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1500398

Project Description: Jackson Creek Trail, Phase 2: extensions of the existing shared-use path. From the Sare Road side path at Rhorer Road westward along Rhorer Road, across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Also along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in Southeast Park.

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 November, 2021. 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 \$ 390,510.00.

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:

Roy Aten, Senior Project Manager
City of Bloomington
401 North Morton Street, Suite 130
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.
Butler Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

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 the party referred to in Paragraph 23:

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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
BUTLER, FAIRMAN and SEUFERT,
INC.**

**LOCAL PUBLIC AGENCY
CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS**

Signature
Bradley D. Watson, Executive V.P.

Signature
Kyla Cox Deckard, President

Signature
Kelly M. Boatman, Vice President

Signature
Dana Palazzo, Secretary

Signature
Phillipa M. Guthrie, Corporation Counsel

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 (INDOT) and Federal Highway Administration (FHWA).

Project Description: Jackson Creek Trail, Phase 2: an extension of the existing Jackson Creek Trail to provide improved bicycle and pedestrian facilities that will connect Jackson Creek Middle School to Southeast Park. A 10' wide paved multi-use trail will be constructed from the Sare Road side path at Rhorer Road westward along Rhorer Road (along the south side of the Middle School campus), across Jackson Creek, then northward along the creek and an adjacent private drive to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. A 10' wide paved multi-use path will also be constructed along the east side of High Street from the roundabout at Rogers Road northward to Arden Drive. Bicycle-pedestrian facilities will be developed eastward along Arden to the existing paved path in Southeast Park. The type of these facilities, either paved multi-use path or combination of sidewalks and shared roadways, will be determined during the design process. The ADA ramps at the High-Winslow/Rogers roundabout will be reviewed and brought up to compliance to current standards.

The CONSULTANT shall be responsible for performing the following activities:

A. TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, trees equal to and larger than 6 inches and limits of heavily wooded areas.
3. Before field work commences, an IUPPS ticket will be submitted for utility locates along the project route. Any marks completed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product.
4. Sufficient elevation shots (Cross sections at 100 foot intervals maximum with any intermediate breaks included) will be taken so that 1-foot contours can be calculated from a created Digital Terrain Model. These contours will be included in the survey submittal.
5. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
6. Deed research, property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. Research at the Monroe County offices or any other entity will be completed to facilitate the determination of these lines.
7. A survey centerline will be established, set and referenced in the field at a maximum interval of 1,300 feet. The design plans will reference this survey centerline so that the survey control can be used to establish the construction centerline.
8. Vertical control points (benchmarks) will be set at a maximum interval of 1,300 feet.
9. A Location Control Route Survey Plat will be completed for the survey limits, where necessary for Right of Way Acquisition.

B. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual, and Chapter 8 of the INDOT LPA Process Guidance Document for Local Federal-Aid Projects.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Seymour District, and as appropriate, the INDOT Office of Environmental Services, and the Federal Highway Administration.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:
 - a. If the project meets the minimum requirements for Public Involvement per Part I, Section IV, C, 4 of the August, 2012 INDOT Public Involvement Procedures Policy Manual (PIPPM), the CONSULTANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing per Part I, Section IV, C, 5a of the INDOT PIPPM. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.
 - b. If limited requests for a Public Hearing are received or it is determined by the CONSULTANT that the comments received could be adequately answered by meeting with those respondents, a Public Meeting will be organized and held to answer their specific questions. Minutes of the Public Meeting will be taken along with a list of attendees. All comments made in the Public Meeting will be answered and submitted to the INDOT Public Hearings Section for Public Involvement certification prior to receiving final environmental document approval.
 - c. If a Public Hearing is required, or the LPA desires to hold a Public Hearing, the CONSULTANT shall prepare and advertise a legal notice per Part I, Section IV, C, 5c of the INDOT PIPPM, coordinate, prepare for and conduct a Public Hearing per Part I, Section VI, D, and prepare a Transcript and comment/response sheets. Subsequent to the requirements of the Public Hearing, the CONSULTANT shall obtain Public Involvement certification from the INDOT Public Hearings Section prior to receiving final environmental document approval.
2. Early coordination with various required local, state and federal agencies.
3. Project corridor impact evaluation including:
 - a. Waters Report and wetland determination/delineation
 - b. Ecological Evaluation Form
 - c. Threatened and endangered species review
 - d. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
 - e. Floodplain review
 - f. Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
 - g. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
 - h. Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
 - i. Community impacts, Indirect and Cumulative Impacts, Relocation Studies.

- j. Determination of the Regulatory Permits required for the project.
- k. Environmental Justice determination.
- 4. Section 106 Consultation including, as appropriate,
 - a. Historic Property Report
 - b. Coordination with Consulting Parties
 - c. Preparation of a Minor Project Programmatic Agreement (MPPA) or 36 CFR 800.11(d) ("No Historic Properties Effected") based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties.
- 5. Evaluation of Hazardous Materials and Regulated Substances, including:
 - a. Completion of a Red Flag Investigation.
 - b. Completion of a Hazardous Waste Site Assessment form.
 - c. Evaluation of the need for a Phase I ESA to determine specific contamination.

Items not included in the above descriptions include the following:

- 1. Mitigation plans
- 2. Stream enhancement plans
- 3. Section 106 documentation meetings or the advertising of legal notices for a "No Adverse Effect" or an "Adverse Effect" finding pursuant to 36 CFR 800.11(e), (f) or (g).
- 4. Preparation of a Memorandum of Agreement associated with 36CFR 800.11(e) for an "Adverse Effect."
- 5. Endangered species studies or reports beyond the minimum early coordination review of the Indiana bat and the northern long-eared bat.
- 6. Archaeological studies beyond a Phase 1a reconnaissance.
- 7. Woody revegetation plan
- 8. Phase I or Phase II Environmental Site Assessment

These items will constitute a change of scope and will be paid for either under Additional Services or as a lump sum fee.

C. PROJECT DESIGN

- 1. Project Limits are as described above in Project Description.
- 2. The CONSULTANT shall facilitate a Public Information Meeting (after survey completion and before completion and submittal of Stage 1 documents) to present preliminary alignments to the public and gather public input. The CONSULTANT shall prepare visual materials for the Meeting, and deliver them to the LPA for review two weeks prior to the Public Hearing)
- 3. The CONSULTANT shall facilitate coordination and meetings as needed with project stakeholders, including the Monroe County Community School Corporation (for access and impacts to the Childs School and Jackson Creek Middle School campuses) and Monroe County Public Works/Highway Department for work along Rhorer Road.
- 4. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any.
- 5. Hydraulic Submission for Structures and Culverts: The CONSULTANT shall prepare the Hydraulic Submittal in accordance with Indiana Design Manual Section 14-2.04(01), if required.
- 6. The CONSULTANT shall determine the need for Level 1 Design exceptions that will be required during the project development. All necessary documentation to request a formal Level 1 Design Exception shall be completed, plans and design calculations shall be prepared in accordance with the accepted standards for such work and in accordance with the following documents in effect at

the time the Field Check Plans are distributed: “Indiana Department of Transportation Design Standards for 3R Projects”, Indiana Department of Transportation’s Standard Specifications, Road and Bridge Memoranda, except as modified by supplemental specifications and special provisions, if any.

7. Stage 1 Review Submission: The CONSULTANT shall submit Stage 1 Plans to the LPA, and INDOT if required, for review and approval, including LPA review meeting.
8. Preliminary Field Check Plans and Meeting: The CONSULTANT shall prepare necessary information and notices and conduct a Preliminary Field Check.
9. Stage 2 Review Submission: The CONSULTANT shall submit Stage 2 Plans to the LPA, and INDOT if required, for review and approval, including LPA review meeting.
10. Stage 3 Review Submission: Following receipt of the public hearing certification, the CONSULTANT shall complete the final plans, special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit Stage 3 Review Submission to the LPA for review prior to submittal to INDOT for review and approval.
11. Final Tracings Package: Upon receipt of Stage 3 Review Submission review comments from INDOT, the CONSULTANT shall submit to INDOT all required documentation for the Final Tracings Package Submission.
12. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT’s Contract Information Book and addressing contractor inquiries.
13. The CONSULTANT shall provide the design, the layout, and configuration of the trail and other bicycle-pedestrian improvements for the entire length of the project route, including pavement, connections to existing trails and streets, street and drive crossings. It is understood that the determination of the facility type along Arden, either side path or improvements to existing sidewalks and shared roadway, will require additional study to address property impacts and costs.
14. The CONSULTANT shall provide the design, layout, plans and details for retaining walls required along the route, assumed to be limited to areas along the east side of High Street.
15. The CONSULTANT shall provide the design, layout, plans and details for the trail crossing of Jackson Creek, assumed to be a pre-fabricated pedestrian bridge.
16. The CONSULTANT shall provide the design of all safety and traffic signs along the trail and at street crossings.
17. The CONSULTANT shall provide design of curb ramps and crosswalks at all street crossings, including Sare Road, Rogers Road roundabout, Childs School drives, Rock Creek Drive, Meadow Bluff Court, Wimbledon Lane, Queens Way, Arden Drive, Williams Court, Greenfield Court, and Sycamore Court.
18. The CONSULTANT shall investigate and provide design for additional bike-pedestrian improvements needed at the Rogers Road roundabout, including island modification and/or re-configuration and signage.
19. The CONSULTANT shall investigate and provide design for crossings of High Street at Rock Creek Drive and other locations to provide connections to the multi-use path.
20. The CONSULTANT shall provide the layout and detailed design of up to two (2) enhanced gathering areas along the Trail. It is assumed that areas to be addressed include seating/signage areas in Southeast Park and the node at the south end of the Phase 1 trail.
21. The CONSULTANT shall include in the plans the location of directory signs as designed and provided by the OWNER.

22. The CONSULTANT shall assist the LPA in submitting and obtaining an IDEM Rule 5 Erosion and Sediment Control Permit.
23. The CONSULTANT shall assist the LPA in submitting and obtaining permits and approvals for the project from all state and local governing agencies for erosion control (Rule 5).
24. The CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with Volume 6, Chapter 7, Section 3, Subsection 2 of the Federal-Aid Highway Program Manual entitled "Location and Hydraulic Design of Encroachment of Flood Plains".
25. The CONSULTANT shall assist the LPA in submitting and obtaining a Construction in a Floodway permit from the Indiana Department of Natural Resources (IDNR), and water quality permits from the U.S. Army Corps of Engineers and IDEM.

D. UTILITY COORDINATION SERVICES

UTILITY COORDINATION

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Submit Preliminary Field Check Plans and Verification of Existing Facility Letters to the utilities. Attend the preliminary field check meeting and discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
4. Send out Conflict Analysis Letters to all utilities with revised plans and utility information from discussions at the Preliminary Field Check to verify eliminated or additional conflicts with the proposed improvements for the project.
5. Submit Final Plans to Utilities at the same time plans are submitted to the LPA and send out Requests for Work Plans Letters and Work Plan Documents to each utility.
6. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
7. After relocation plan(s) are approved, the CONSULTANT will submit a draft copy of the "approved work plan and notice to proceed" letter to the LPA for approval. After approval by the LPA the CONSULTANT will issue the notice to proceeds to the utilities.

UTILITY COORDINATION DURING CONSTRUCTION

The CONSULTANT shall remain active throughout construction as needed attending field meetings, participating in conference calls, assisting in utility relocations, and construction phase Utility Coordination, including coordination and inspection necessary for unforeseen conditions for the hourly not to exceed amount established in Appendix D.

UTILITY RELOCATION INSPECTION

The CONSULTANT shall perform utility relocation inspection which shall include having construction supervision staff onsite as-needed between final design and notice-to-proceed on construction inspection. The construction supervision staff shall coordinate and attend utility relocation field meetings as necessary, coordinate with the utility coordinator, perform inspection and oversight on all utility relocations on as as-needed basis to help ensure utility facilities are relocated according to their approved work plans for the hourly not to exceed amount established in Appendix D.

UTILITY RELOCATION STAKING

The CONSULTANT shall perform staking of the right-of-way, proposed structures, or other design items necessary for tree removal and utilities to perform their relocation prior to the contract being let on an as needed basis for the hourly not to exceed amount established in Appendix D.

SUBSURFACE UTILITY ENGINEERING (SUE)

The CONSULTANT shall coordinate and supervise all SUE efforts to collect data on the exact location and elevation of the existing utilities chosen to be potholed with the LPA, utilities, and subcontractor. The CONSULTANT shall also coordinate sending a survey crew back onsite to pick up exact locations and elevations of the potholed utilities, then add that information to the plans. The CONSULTANT shall make or cause to be made a complete subsurface utility investigation including potholing and location services to identify the projects known conflict points and missing utility location information needed to complete the project. This work will be performed on an as needed basis for the hourly not to exceed amount established in Appendix D.

E. GEOTECHNICAL INVESTIGATION

The CONSULTANT shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. Copies of this document are on file with INDOT and the documents are incorporated herein by reference and is made a part hereof. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of foundations. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the INDOT, Division of Materials and Tests, Geotechnical section.

F. PAVEMENT DESIGN

The CONSULTANT shall make or cause to be made a pavement design as may be needed for soil conditions or expected vehicular loads, and specify a standard trail pavement, in accordance with the latest INDOT requirements where feasible.

G. Upon final approval of the Final Tracings Package submittal by the LPA, the CONSULTANT shall deliver to the LPA the following, which shall become the property of the LPA:

1. Sets of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets prepared in AutoCAD and Adobe Acrobat® .pdf format (latest versions at the time of completion of the plans) on CD-ROM.
2. Set of Special Provisions for the Specifications in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
3. Copy of the construction cost estimates in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
4. Copy all design computations, quantity calculations, indexed, paged and bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
5. Two (2) paper copies of the final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets, delivered to City of Bloomington Utilities.

H. The CONSULTANT shall assist the LPA in updating the Quarterly Tracking Reports and attend and participate in the Bloomington MPO Quarterly Tracking and Review meetings, primarily via conference call, providing timely and accurate federal aid project updates.

I. The CONSULTANT shall provide the LPA with documentation necessary for submission of vouchers to INDOT for reimbursement of services.

J. The CONSULTANT shall attend all such conferences with the officials of the LPA and other interested agencies as may be required in connection with the work.

- K. The CONSULTANT shall provide the LPA services during construction of the work for the pre-construction meeting, shop drawing review, interpretation of the plans where disagreement may arise, and for consultation during construction in the event unforeseen or unusual conditions may arise, with compensation in accordance with Appendix D.A.4 of this Contract.
- L. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.
- M. RIGHT-OF-WAY ENGINEERING
- The CONSULTANT shall provide right-of-way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:
1. Establish Right-of-Way required for acquisition as well as template for documentation; coordinate Right-of-Way efforts with client, design, and subconsultants.
 2. Provide a documented title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation.
 3. Provide legal descriptions and land plats for each parcel. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
 4. Prepare Right-of-Way Plans.
 5. Provide an Appraisal Problem Analysis (APA) for each parcel prepared by an appraiser as approved by the Indiana Department of Transportation (INDOT).
 6. Provide parcel staking (1 time only).

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Contract.
- B. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- C. Specifications and standard drawings applicable to the project.
- D. Plans of existing structures and roads within the project limits, if available.
- E. All written views pertinent to the project that are received by the LPA.
- F. Actual relocation and land acquisition costs.
- G. Traffic assignments.
- H. Available data from the transportation planning process.
- I. Utility plans available to the LPA covering utility facilities throughout the affected areas.
- J. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Contract.
- K. All legal services as may be required for development of the project.
- L. Determining and obtaining locations/time/dates for all public meetings and/or hearings.
- M. Client to provide memorandum of understanding that the project may be built upon areas owned by divisions within the City of Bloomington without acquiring land rights, including, but not limited to the following:
 - 1. City of Bloomington
 - 2. City of Bloomington Department of Parks and Recreation
 - 3. City of Bloomington Utilities

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:

- A. Topographic Survey: within 60 calendar days after receipt of Notice to Proceed.
- B. Environmental Services
 - 1. Draft Environmental Document submitted to INDOT within 300 calendar days after receipt of Notice to Proceed.
 - 2. Final Environmental Document approval within 30 calendar days after completion of Public Involvement.
- C. Design
 - 1. Preliminary Field Check submission and conduct Field Check within 180 calendar days after completion of the Topographic Survey.
 - 2. Right of Way Engineering to be completed within 60 calendar days after Field Check.
 - 3. Stage 3 Review completed and ready for submission no less than 145 calendar days prior to letting [currently scheduled for 11/11/2020].
 - 4. Final Tracings Package completed and ready for submission within 30 days after receipt from INDOT of approval of Stage 3 Plans, and no less than 100 calendar days prior to letting [currently scheduled for 11/11/2020].

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

1. The CONSULTANT shall receive as payment for the services performed under this Contract, as identified in Items 2, 3, and 4 below, the total fee not to exceed \$390,510.00 unless a modification of the Contract is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a. Topographic Survey	\$ 22,700.00
b. Location Control Route Survey Plat	\$ 12,800.00
c. Environmental Document	\$ 25,700.00
d. Public Hearing with Transcript (if required)	\$ 10,600.00
e. Trail Design	\$ 123,800.00
f. Retaining Wall Design	\$ 8,300.00
g. Pavement Design	\$ 3,500.00
h. Bridge/Hydraulic Design and IDNR Floodway Permit	\$ 20,100.00
i. Utility Coordination and Certification	\$ 8,900.00
j. Geotechnical Investigation	\$ 24,000.00
k. IDNR Floodway Permit Tree Impact Study (if required)	\$ 1,050.00
l. IDNR Floodway Permit Tree Mitigation Plan (if required)	\$ 2,800.00
m. U.S. Army Corps of Engineers Permit (if required)	\$ 2,100.00
n. IDEM 401 Water Quality Certification (if required)	\$ 2,100.00
o. IDEM Rule Erosion and Sediment Control Permit	\$ 3,900.00

3. The CONSULTANT will be paid for the Right-of-Way Engineering services performed under this Contract in accordance with the following schedule:

Item	Quantity	Unit Price	Total
a. Establish R/W, prepare template for documents, R/W coordination	Lump Sum		\$13,600.00
b. T&E Reports			
i. Permanent Parcels	10 Parcels	\$450.00	\$4,500.00
ii. Temporary Parcels	27 Parcels	\$235.00	\$6,345.00
c. Legal Descriptions and Land Plats			
i. Permanent Parcels	10 Parcels	\$1,700.00	\$17,000.00
ii. Temporary Parcels	27 Parcels	\$760.00	\$20,520.00
d. R/W Plans	Lump Sum		\$12,000.00
e. Appraisal Problem Analysis	37 Parcels	\$235.00	\$8,695.00

4. The LPA agrees to compensate the CONSULTANT for On-Call Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee. The CONSULTANT will be paid for the following work under additional services in accordance with the following schedule:
 - a. Potential on-call additional services required: \$ 5,000.00
 1. Pre-Construction Meeting
 2. Shop Drawing Reviews – reviewed and returned to LPA within 7 calendar days
 3. Revisions to Contract Documents related to Owner and Property Owner(s) Right-of-Way Acquisition
 4. Consultation during construction for unforeseen or unusual conditions
 - b. Right-of-Way Staking \$ 5,000.00
 - c. Utility Coordination During Construction \$ 4,500.00
 - d. Utility Relocation Inspection \$ 5,000.00
 - e. Utility Relocation Staking \$ 6,000.00
 - f. Subsurface Utility Engineering (SUE) \$ 10,000.00
5. The CONSULTANT will be paid for the following work as additional services, or on a fixed fee basis shown in the following schedule, in accordance with this contract, Item VI.6. (Changes in Work):
 - a. Public Meeting in Lieu of Public Hearing (if required) \$ 4,200.00
 - b. Right of Way Acquisition and Management Services (to be determined)
 - c. Additional Permits (if required) (to be determined)
6. The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.
2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
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 VI.6 (Changes in Work), as set out in this Contract.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
E-V Engineer V (Principal)	\$ 198.63
E-IV Engineer IV	\$ 181.88
E-III Engineer III	\$ 158.05
E-II Engineer II	\$ 118.07
E-I Engineer I	\$ 88.21
FP-IV Field Personnel IV – (Project Coordinator)	\$ 166.79
FP-III Field Personnel III	\$ 136.06
FP-II Field Personnel II	\$ 100.05
FP-I Field Personnel I	\$ 78.75
EA-III Engineer’s Assistant III	\$ 153.89
EA-II Engineer’s Assistant II	\$ 123.34
EA-I Engineer’s Assistant I	\$ 84.99
SP-1 Support Personnel I	\$ 59.74
C-II Clerical II	\$ 103.37
C-I Clerical I	\$ 69.57
P-III Planner/Environmental Specialist III	\$ 167.81
P-II Planner/Environmental Specialist II	\$ 109.94
P-I Planner/Environmental Specialist I	\$ 71.43

The Hourly Rates include an Overhead Rate of 169.48%, Facilities Capital Cost of Money Rate of 0.27%, and Profit Rate of 11.7%. The Hourly Rates are effective January 2018 and may be adjusted annually (beginning January 2019) to reflect changes in the compensation payable to the CONSULTANT.

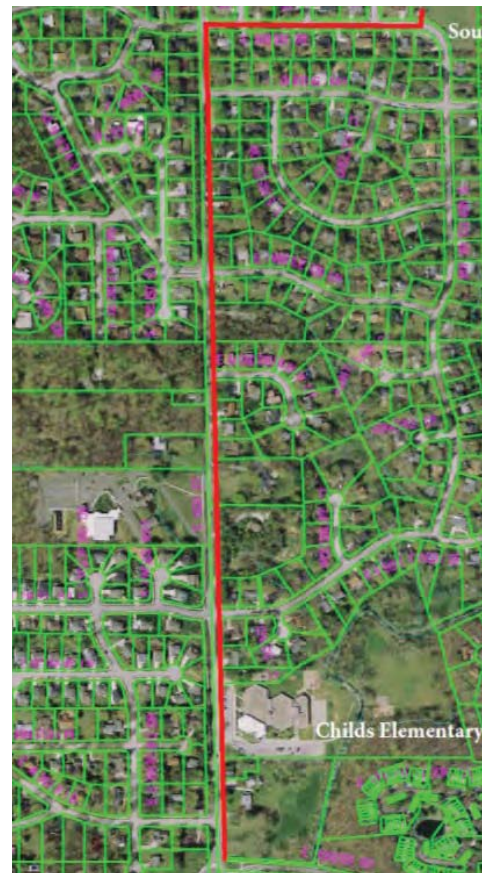
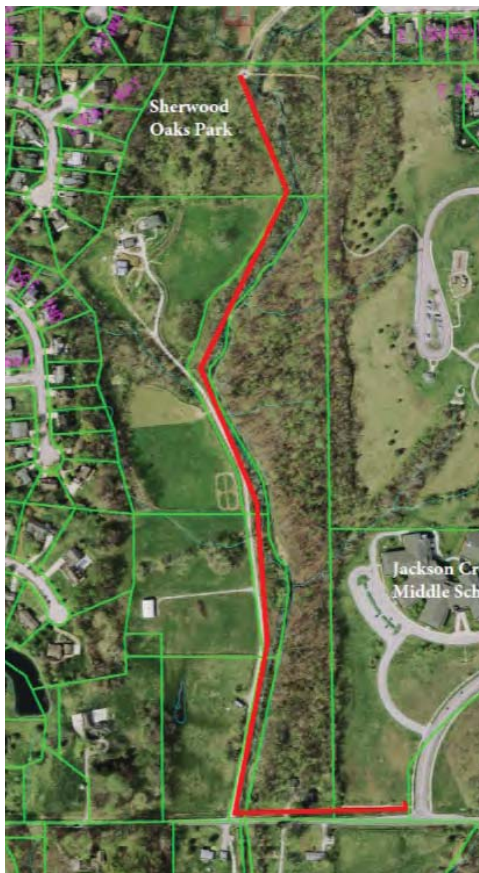
JACKSON CREEK TRAIL

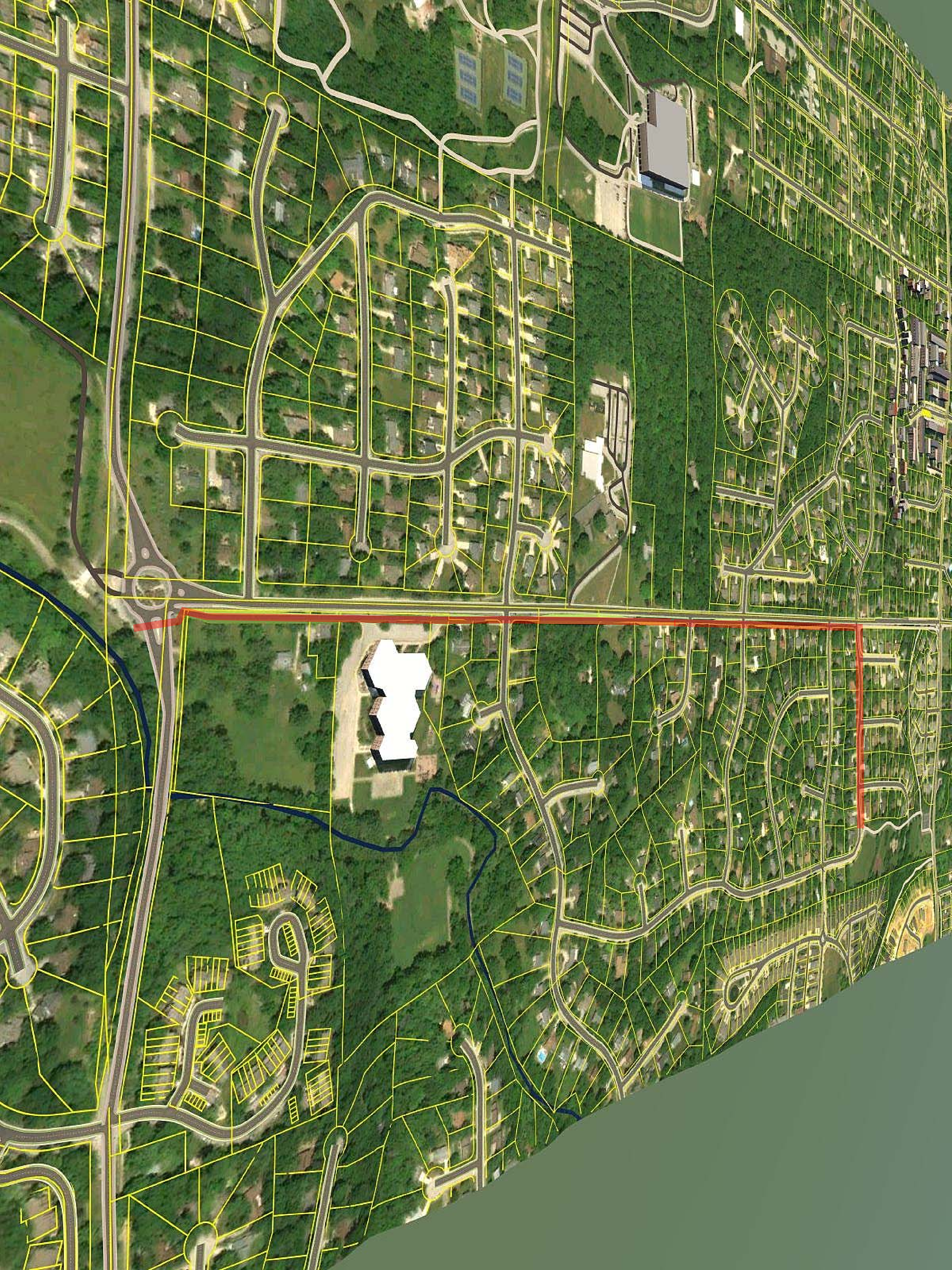
DES# 1500398

LETTING DATE: NOVEMBER 11, 2020

Multiuse trail/path construction, potentially including associated intersection improvements. The northern section is approximately located on Arden Drive between the Southeast Park entrance and High Street, on High Street between Arden Drive and Rogers Road connecting to the Sherwood Oaks Park/Goat Farm at the High Street and Winslow Road roundabout. The southern section is approximately located between the existing southern terminus of Jackson Creek Trail and Rhorer Road, and on Rhorer Road between Jackson Creek and Sare Road. A short additional connection may also link to the Jackson Creek Middle School.

Project Phase	Fiscal Year	Federal Source	Federal Funding	Local Match	Total
PE	2018	TAP	\$155,801	\$44,199	\$400,000
	2019	TAP	\$155,801	\$44,199	
RW	2020	TAP	\$155,801	\$44,199	\$250,000
		-	\$-	\$50,000	
CE	2021	TAP	\$155,801	\$38,950	\$270,000
		STP PYB	\$60,199	\$15,050	
CN	2021	STP	\$600,000	\$150,000	\$1,800,000
		STP PYB	\$840,000	\$210,000	
Totals			\$2,123,403	\$596,597	\$2,720,000







Today's Date: 2/7/2018
(vertical red line)

										Oct - 2017	Nov - 2017	Dec - 2017	Jan - 2018	Feb - 2018	Mar - 2018	Apr - 2018	May - 2018	Jun - 2018	Jul - 2018	Aug - 2018	Sep - 2018	Oct - 2018	Nov - 2018	Dec - 2018	Jan - 2019	Feb - 2019	Mar - 2019	Apr - 2019	May - 2019	Jun - 2019	Jul - 2019	Aug - 2019	Sep - 2019	Oct - 2019	Nov - 2019	Dec - 2019	Jan - 2020	Feb - 2020	Mar - 2020	Apr - 2020	May - 2020	Jun - 2020	Jul - 2020	Aug - 2020	Sep - 2020
WBS	Tasks	ERC Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining																																				
Jackson Creek Trail DES 1500398																																													
1	PE	Roy	Fri 7/07/17	Thu 6/18/20	1124	9%	770	0	1124																																				
1.1	RFP		Fri 7/07/17	Mon 10/16/17	60	100%	60	60	0																																				
1.2	Design Contract		Wed 11/01/17	Tue 2/20/18	60	70%	45	28	32																																				
1.3	NTP		Thu 3/01/18	Mon 3/05/18	5	0%	5	0	5																																				
1.4	Slage I		Tue 3/06/18	Sun 12/30/18	300	0%	120	0	300																																				
1.5	Public Meeting		Tue 1/01/19	Tue 1/15/19	15	0%	11	0	15																																				
1.6	Slage III		Tue 1/15/19	Fri 6/19/20	760	0%	374	0	760																																				
1.7	Final Tracings Due		Thu 6/18/20	Mon 8/03/20	1	0%	33	0	1																																				
2	Enviromental (EA)	Roy	Thu 3/01/18	Tue 12/25/18	300	0%	214	0	300																																				
2.1	NTP		Thu 3/01/18	Mon 3/05/18	5	0%	3	0	5																																				
2.2	Public Hearing		Thu 11/01/18	Thu 11/15/18	15	0%	11	0	15																																				
2.3	Review - Approval		Mon 11/26/18	Tue 12/25/18	30	0%	22	0	30																																				
3	R/W	Roy	Sat 12/01/18	Fri 11/01/19	336	0%	240	0	336																																				
3.1	Resolution for R/W		Sat 12/01/18	Sun 12/30/18	30	0%	20	0	30																																				
3.2	APA		Sat 12/01/18	Tue 1/29/19	60	0%	42	0	60																																				
3.3	Aprisials		Fri 2/01/19	Wed 5/01/19	90	0%	64	0	90																																				
3.4	Review Aprisials		Wed 5/01/19	Sat 6/29/19	60	0%	43	0	60																																				
3.5	Negotiations		Mon 7/01/19	Thu 8/29/19	60	0%	44	0	60																																				
3.6	Compensation		Sun 9/01/19	Tue 10/15/19	45	0%	32	0	45																																				
3.7	R/W Clear - R/W Docs Due		Fri 11/01/19	Fri 11/01/19	1	0%	1	0	1																																				
4	CN	Roy	Tue 11/10/20	Mon 6/28/21	231	0%	165	0	231																																				
4.1	Letting		Tue 11/10/20	Tue 11/10/20	1	0%	1	0	1																																				
4.2	Construction Contract		Tue 11/10/20	Wed 12/09/20	30	0%	22	0	30																																				
4.3	NTP		Mon 3/01/21	Mon 3/15/21	15	0%	11	0	15																																				
4.4	Construction		Mon 3/01/21	Mon 6/28/21	120	0%	86	0	120																																				
5	CE	Roy	Thu 9/10/20	Thu 6/27/19	107	0%	-316	0	107																																				
5.1	Inspection Contract		Wed 11/11/20	Thu 12/10/20	30	0%	22	0	30																																				
5.2	NTP		Wed 11/11/20	Fri 11/20/20	10	0%	8	0	10																																				
5.3	Project Closeout		Tue 6/30/20	Sun 9/27/20	90	0%	64	0	90																																				
5.4	Archive		Sun 9/27/20	Fri 12/25/20	90	0%	65	0	90																																				



Board of Public Works Staff Report

Project/Event: Request to close North Washington for AT&T project

Staff Representative: Liz Carter

Petitioner/Representative: Peine Engineering

Date: February 20, 2018

Report: Peine Engineering has been hired to replace critical infrastructure components on the roof of the AT&T building at the northwest corner of 7th and Washington. The building is composed of 3 different roof elevations. The tallest section is at the north end of the building and is over 100 feet high. There are power lines in the north/south alley on the west side of the building and it cannot be reached from either 7th or 8th Streets. The only option is a large crane placed in North Washington. The materials would be picked off of delivery trucks and placed on the roof. The right of way would not be used to stage material. The street would be closed for one 10-hour period during the week of Indiana University's Spring Break, which is March 12 - 16.

Recommendation and Supporting Justification: North Washington is one-way south. It is not a transit route so the closure will not affect bus traffic. A maintenance of traffic plan has been included which diverts traffic east on 8th and then south on Grant. The Street Closure Application Form has been filled out (included) and a memo of understanding has been prepared to allow Peine Engineering to work from North Washington.

Recommend ☒ **Approval** ☐ **Denial** by Liz Carter

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT
AND
PEINE ENGINEERING, INC.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Peine Engineering, Inc., outlines the binding conditions placed upon and agreed to by Peine Engineering, Inc., in exchange for use by Peine Engineering, Inc., its agents and subcontractors, of certain public right-of-way during the maintenance of critical infrastructure on the roof of the AT&T Building at 301 North Washington Street, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from March 12th, 2018 through March 16th, 2018, inclusive.
2. Planning and Transportation shall allow Peine Engineering, Inc., to block and restrict from general public usage the 300 block of North Washington Street directly adjacent to the Construction Site. Peine Engineering, Inc., shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. Peine Engineering, Inc., shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Peine Engineering, Inc., shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. Peine Engineering, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Peine Engineering, Inc.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Peine Engineering, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Peine Engineering, Inc., use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, Peine Engineering, Inc., shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. Doug Peine, President of Peine Engineering, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

By: _____
Terri Porter, Director
Planning and Transportation Dept.

Date: _____

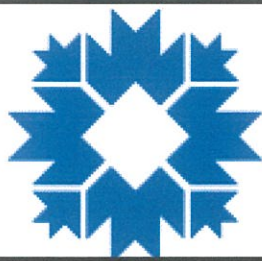
By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Peine Engineering, Inc.

By: _____
Doug Peine, President

Date: _____



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: WASHINGTON 8TH 7TH
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☒ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☒ Sidewalk/Multiuse Path/Trail ☒ Bike Lane ☒ Parking Lane

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☒ Work on Private Property

☐ Other: _____

Date(s) of Closure: From 3/12 To 3/16

Start Time: 7:00 a.m. / p.m.

End Time: 5:00 a.m. / p.m.

ANY ONE DAY > 2 weeks? ☐ Yes ☐ No

Overnight Closure Required: ☐ Yes ☒ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: PEINE ENGINEERING

Contact Person (Printed Name): DOUG PEINE

Contact Email: dougpeine@peineengineering.com Contact Phone No.: (317) 612-4422

Signature: [Signature] Date: 1/9/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Peine Engineering Co., Inc.
January 9, 2018



City of Bloomington
Public Works Department
401 N Morton Street Suite 120
Bloomington, IN 47402

RE: Washington Street Closure

Mr. Backler,

We are hoping to get permission from The City of Bloomington to close Washington Street between 7th and 8th streets. This work is to replace some critical infrastructure components on the roof of AT&T at 301 N Washington Street.

We will need to close the street once for a 10 hour timeframe. We plan to schedule this for one day during the week of March 12th to coincide with Indiana University's Spring Break. Due to unpredictable weather during this time of year, we hope to wait until a reliable forecast is available to select the exact day.

We will provide barricades and caution tape to create a safe work zone, as well as an off duty police officer to assist with directing any traffic.

Please let me know any additional steps that need to be taken so we are sure to get this prepared properly.

Thank you for the help,

A handwritten signature in blue ink, appearing to read 'D. Peine'.

Douglas Peine
President
Peine Engineering Company, INC



City of Bloomington
Public Works Department
401 N Morton Street Suite 120
Bloomington, IN 47402

RE: Washington Street Closure

AT&T Bloomington Condo Neighbors,

Peine Engineering is working to get permission from The City of Bloomington to close Washington Street between 7th and 8th streets. This work is to replace some critical infrastructure components on the roof of AT&T at 301 N Washington Street.

We will need to close the street once for a 10 hour timeframe. We plan to schedule this for one day during the week of March 12th to coincide with Indiana University's Spring Break. Due to unpredictable weather during this time of year, we hope to wait until a reliable forecast is available to select the exact day.

We will provide barricades and caution tape to create a safe work zone, as well as an off duty police officer to assist with directing any traffic.

Please let me know if you have any concerns, or contact the City of Bloomington Board of Public Works at their next hearing on February 20th at 5:30 at 401 N Morton Street.

Thank you for the help,

Douglas Peine
President
Peine Engineering Company, INC

Cell: 317-612-4422
Email: dougpeine@peineengineering.com
Website: peineengineering.com



CONSTRUCTION
LIMITS

NORTH
CLOSURE

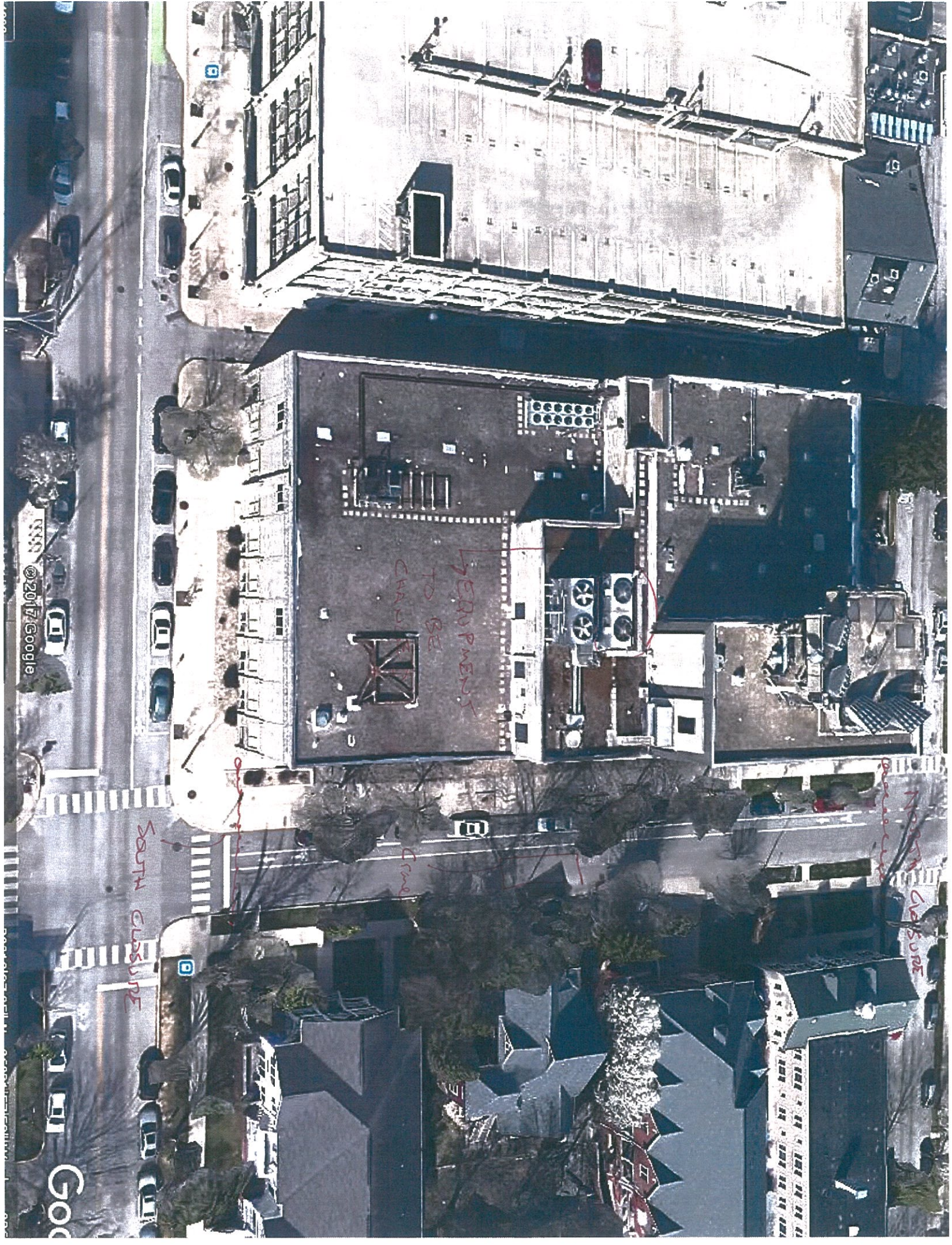
ATT BLOOMINGTON CO
2018 Cooling Tower
REPLACEMENT

301 N Washington St

SOUTH
CLOSURE

Peine Engineering CO. INC
PROJECT LOGISTICS PLAN
ATT BLOOMINGTON
2018 Cooling Tower PROJECT
ROAD CLOSURE:
N. WASHINGTON ST.
PROJECT SCHEDULE:
March 12th-16th, any one day

PROJECT CONTACT:
Douglas Peine 317-612-4422



North Closure

Crime

South Closure

Equipment
to be
changed

©2017 Google

Go



Board of Public Works Staff Report

Project/Event: Change Orders 3 through 8 for 2nd Street/College Avenue & 3rd Street/Woodscrest Drive Traffic Signal Replacements

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: February 20, 2018

Change Orders 3 and 6 were previously approved by the Board. Changes were made by the City's consultant for the project to the work descriptions in these two change orders, thus the need to re-approve Change Orders 3 and 6.

Change Orders 4 and 5 were also previously approved by the Board. After the final quantities for the project were calculated, it was determined a smaller amount of materials was used than predicted regarding these two change orders, thus a deduction in the amount is reflected in the updated change orders.

Change Order 7 is for Thermoplastic Pavement Markings. The markings were part of the original contract, but there is not a Pay Item for the markings. Change Order 7 is needed to add the Pay Item for the markings.

Change Order 8 is for the installation of an ADA ramp on the northeast corner of the project.

The original contract amount for the project was \$790,498.31. Change Orders 3 through 8 will result in a deduction to the contract of \$8,413.83. The new contract sum including these change orders will be \$795,402.19.

This project is locally funded.

Staff has reviewed the proposed change orders and recommends approval of Change Orders 3 through 8 for the 2nd Street/College Avenue & 3rd Street/Woodscrest Drive Traffic Signal Replacements.

Recommend ☒ **Approval** ☐ **Denial by** **Matt Smethurst**

Board of Public Works
Staff Report

Contract No:T -38340

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Date Generated: 11/14/2017

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Signal Fdn Class X Excavation

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 2,000.00

Percent: 0.253 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ 5,545.00

Percent: 0.702 %

Modified Contract Amount \$ 796,043.31

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 11/23/2017 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

 Date to PM _____ Date Returned _____

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

 If N,Resolution: Approved _____ Disapproved _____

 Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:003

INDIANA
Department of Transportation

Date:02/01/2018
Page: 3

Contract: T -38340
Project: 1500381 - State:150037600LC5
Change Order Nbr: 003
Change Order Description: Signal Fdn Class X Excavation
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0128	1500381	0128	206-51215	CYS	500.000	1.000	C	Amount:\$ 500.00

Item Description: EXCAVATION X

Supplemental Description1:

Supplemental Description2:

0129	1500381	0129	110-07025	EACH	1,500.000	1.000	C	Amount:\$ 1,500.00
------	---------	------	-----------	------	-----------	-------	---	--------------------

Item Description: MOBILIZATION AND DEMOBILIZATION

Supplemental Description1: MOBILIZATION AND DEMOBILIZATION FOR CLASS X EXCAVATION

Supplemental Description2:

Total Value for Change Order 003 = \$ 2,000.00

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

Impact - While drilling the signal foundation in the NW Quadrant of 3rd street and Woodscrest Avenue, James H Drew forces encountered Class X Excavation which in this case was limestone rock for the last 12 inches of the 16 feet foundation excavation. This same issue happened on the 2nd and College intersection for this project. On that intersection, after a series of discussions with the INDOT AE City PM Design Engineer, it was decided to continue the excavation to plan depth. With this impact being the same, the same direction will be followed. Please refer to the impact statement in Change Order 2 for full details.

General or Standard Change Order Explanation

Entitlement - Per INDOT Standard Specification 206.11, If class X excavation is encountered at locations for traffic signal foundations, and there is no contract unit price for Class X Excavation, payment will be paid for based on the volume removed, at a set price of \$500.00 per cubic yard, with a one cubic yard minimum. In addition to the payment for class X excavation at traffic signal foundations, when there is no contract unit price for class X excavation, a mobilization and demobilization payment for class X excavation will be paid in the amount of \$1,500.00 per occurrence.

General or Standard Change Order Explanation

Cost- No original pay item was set up to complete this work and therefore a change order is needed to add these items to the 3rd and Woodscrest project. Payment will be made per INDOT Standard Specification 206.11. No additional pricing information is required from the contractor. This foundation had less than one cubic yard of class X excavation. This shall be paid for as one cubic yard of class X excavation, as well as mobilization and demobilization of one occurrence. The total of this change order is \$2000.00.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

Contract No:T -38340

INDIANA

Date:02/01/2018

Change Order No:003

Department of Transportation

Page: 4

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

Contract No:T -38340
Change Order No:003

INDIANA
Department of Transportation

Date:02/01/2018
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

Contract No:T -38340

Change Order No.: 004

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Draft

Change Order Information

Change Order No.: 004

EWA: Y or Force Acct: N

Date Generated: 11/14/2017

Date Approved: 00/00/0000

Reason Code: CHANGED COND, Constructability Related

Description: Patch Material Change- No Cost Change to Bloomington Std

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ -7,916.23

Percent: -1.001 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ -4,371.23

Percent: -0.552 %

Modified Contract Amount \$ 786,127.08

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 11/23/2017 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:004

INDIANA
Department of Transportation

Date:02/02/2018
Page: 3

Contract: T -38340
Project: 1500376 - 1500381 - State:150037600LC5
Change Order Nbr: 004
Change Order Description: Patch Material Change- No Cost Change to Bloomington Std
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0131	1500376	0097	506-06333	SYS	107.250	89.540	C	Amount:\$ 9,603.16
Item Description: PCCP PATCHING FULL DEPTH								
Supplemental Description1: pavement patch using conc. instead of HMA								
Supplemental Description2: hma patching, type C will not be used								
0133	1500376	0098	304-07491	TON	300.000	-58.000	C	Amount:\$ -17,400.00
Item Description: HMA PATCHING TYPE C								
Supplemental Description1: This item will not be used								
Supplemental Description2:								
0134	1500381	0097	304-07491	TON	300.000	-6.000	C	Amount:\$ -1,800.00
Item Description: HMA PATCHING TYPE C								
Supplemental Description1: this quantity will not be used								
Supplemental Description2:								
0135	1500381	0098	506-06333	SYS	107.250	15.670	C	Amount:\$ 1,680.60
Item Description: PCCP PATCHING FULL DEPTH								
Supplemental Description1: concrete patching instead of HMA Patching								
Supplemental Description2:								

Total Value for Change Order 004 = \$ -7,916.22

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

General or Standard Change Order Explanation

Impact - On October 16, 2017 Garrett Gough of E and B paving requested a change from the planned paving detail at both project intersection. Garrett requested the 2 feet wide patching area in front of the curb and gutters be patched with concrete and 1.5 inches of HMA surface. The intent is to avoid compaction issues typically encountered with a full depth HMA patch in a small area, which is due to lack of access of the required equipment. The contractor provided a typical detail, previously accepted by the City of Bloomington, and requested for it to be used as an alternative to the project plans and specifications.

General or Standard Change Order Explanation

Entitlement - The request was forwarded to the City PM, Design Engineer, INDOT PM, INDOT AE for review and approval on October 18, 2017. All were in favor and expressed no objection to the change as suggested.

General or Standard Change Order Explanation

Cost - This is a \$0.00 change order to transfer contract money between line items. The money originally set up in the contract for HMA PATCHING TYPE C (CLN 0027) will be transferred to PCCP PATCHING FULL DEPTH (CLN 0131 and 0135).

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contract No:T -38340
Change Order No:004

INDIANA
Department of Transportation

Date:02/02/2018
Page: 4

Contractor:_____

Signed By:_____

Date:_____

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

Contract No:T -38340
Change Order No:004

INDIANA
Department of Transportation

Date:02/02/2018
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

Contract No:T -38340

Change Order No.: 005

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Change Order No.: 005

EWA: N or Force Acct: N

Date Generated: 11/14/2017

Date Approved: 00/00/0000

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Additional Push Button Base and related items to meet ADA

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 3,644.10 Percent: 0.461 %

Total Previous Approved Changes \$ 3,545.00 Percent: 0.449 %

Total Change To-Date \$ 7,189.10 Percent: 0.910 %

Modified Contract Amount \$ 797,687.41

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340

INDIANA

Date:02/12/2018

Change Order No:005

Department of Transportation

Page: 3

Contract: T -38340

Project: 1500376 - 1500381 - State:150037600LC5

Change Order Nbr: 005

Change Order Description: Additional Push Button Base and related items to meet ADA

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0038	1500381	0022	604-06070	SYS	56.000	1.750	C	Amount:\$ 98.00
Item Description: SIDEWALK, CONCRETE								
Supplemental Description1:								
Supplemental Description2:								
0039	1500376	0028	604-08086	SYS	160.000	7.410	C	Amount:\$ 1,185.60
Item Description: CURB RAMP, CONCRETE								
Supplemental Description1:								
Supplemental Description2:								
0086	1500381	0055	805-02645	EACH	1,534.000	1.000	C	Amount:\$ 1,534.00
Item Description: SIGNAL PEDESTAL FOUNDATION, A								
Supplemental Description1:								
Supplemental Description2:								
0088	1500381	0057	805-04133	EACH	801.000	1.000	C	Amount:\$ 801.00
Item Description: SIGNAL POLE, PEDESTAL, 12FT								
Supplemental Description1:								
Supplemental Description2:								
0108	1500381	0071	805-78485	LFT	1.700	15.000	C	Amount:\$ 25.50
Item Description: SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA								
Supplemental Description1:								
Supplemental Description2:								

Total Value for Change Order 005 = \$ 3,644.10

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

General or Standard Change Order Explanation

Impact - On 11-10-2017 the City of Bloomington PM Matt Smethurst, during a routine site visit, noticed the need for an relocated pedestrian push button and related hardware at the SW quadrant of the 3rd Street and Woodcrest intersection to facilitate crossings of the 3rd street direction of the intersection. The planned push button location exceeded ADA Guidelines at 17 feet from the front of the curb. The new location is approximately 6 feet from the face of curb and meets the needs of the pedestrians under the ADA PROWAG requirements. At the same intersection on the same date the City of Bloomington PM Matt Smethurst requested a widened sidewalk ramp in the NE quadrant of the same intersection. The sidewalk widening change was needed due to the new signal foundation strain pole that was shifted away from the face of curb to avoid a 12 inch storm sewer that was not known in this location until site excavation on 10-28-2017.

General or Standard Change Order Explanation

Entitlement - Although line items were set up on the contract, the quantities included were for original planned work on the project, not including this change. With plan quantities not being set up for this additional work, this addition falls under the INDOT SS 104.02 Changed Conditions (d) Pre-established Remedies for Changed Conditions. As per 104. 02, this change is to be remedied by contract adjustment based on calculations and payment involving existing pay items in the contract.

General or Standard Change Order Explanation

Cost - The cost for all work included in this change order will be paid for at the already established contract unit price. The total of this change order is \$3,644.10.

General or Standard Change Order Explanation

Contract No:T -38340
Change Order No:005

INDIANA
Department of Transportation

Date:02/12/2018
Page: 4

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor:_____

Signed By:_____

Date:_____

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

Contract No:T -38340
Change Order No:005

INDIANA
Department of Transportation

Date:02/12/2018
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

Contract No:T -38340

Change Order No.: 006

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Draft

Change Order Information

Change Order No.: 006

EWA: Y or Force Acct: N

Date Generated: 00/00/0000

Date Approved: 00/00/0000

Reason Code: CHANGED COND, Materials Related

Description: Concrete Pavement Removal

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 2,033.63

Percent: 0.257 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ 5,578.63

Percent: 0.706 %

Modified Contract Amount \$ 796,076.94

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: T -38340
Change Order No: 006

INDIANA
Department of Transportation

Date: 02/08/2018
Page: 3

Contract: T -38340
Project: 1500376 - State: 150037600LC5
Change Order Nbr: 006
Change Order Description: Concrete Pavement Removal
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0036	1500376	0025	502-11564	SYS	63.000	4.900	C	Amount:\$ 308.70

Item Description: PCCP, 7 IN.

Supplemental Description1:

Supplemental Description2:

0130	1500376	0096	202-02240	SYS	27.250	63.300	C	Amount:\$ 1,724.92
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Item Description: PAVEMENT REMOVAL

Supplemental Description1: concrete pavement removal

Supplemental Description2:

Total Value for Change Order 006 = \$ 2,033.62

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

Impact - On 11-13-2017 E and B Paving removed the existing HMA at the NW corner of the 2nd Street and College Avenue intersection and discovered unexpected concrete beneath approximately 8 inches of asphalt that had to be removed to facilitate placing the new curb and gutter. Matt Smethurst, the City of Bloomington PM, was notified of this changed condition. He agreed to proceed with the change. Additionally, Matt Smethurst noticed an area where traffic was turning and driving over the new curb into the new grass. To prevent future damage to the City of Bloomington property, Matt requested the grass area between the sidewalk and the curb be replaced with 7 inches PCCP pavement. The contractor was directed to use the existing pay item for this additional work.

General or Standard Change Order Explanation

Entitlement - Original plan quantities do not include PAVEMENT REMOVAL work. Therefore, this is considered additional work to the contract and falls under the INDOT SS 109.05 Payment for Extra Work. Section 109.05 states that extra work performed in accordance with 104.03 will be paid based on one of the listed methods which apply. In this case, additional work will be paid for at an Agreed Price. A request was made to have the contractor submit pricing for the concrete removal. Original plan quantities, for PCCP, 7 IN, do not include this additional work. Therefore, this addition work falls under the INDOT SS 104.02 Changed Conditions (d) Pre-established Remedies for Changed Conditions. As per 104.02, this change is to be remedied by contract adjustment based on calculations and payment involving existing pay items in the contract.

General or Standard Change Order Explanation

Cost - After review of the contractors submitted PAVEMENT REMOVAL cost, it was determined to be acceptable. This review was performed based INDOT Construction Memorandum 17-16, and was found to be within the INDOT historic price averages for similar quantity location and material. The cost for PCCP, 7 IN will be paid for by contract unit price. The total of this change order is \$2,033.62.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

Contract No:T -38340
Change Order No:006

INDIANA
Department of Transportation

Date:02/08/2018
Page: 4

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

Contract No:T -38340
Change Order No:006

INDIANA
Department of Transportation

Date:02/08/2018
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

Contract No:T -38340

Change Order No.: 007

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Change Order No.: 007

EWA: Y or Force Acct: N

Date Generated: 12/08/2018

Date Approved: 00/00/0000

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

Description: Pavement Message Marking, Thermoplastic, Only

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 311.74

Percent: 0.039 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ 3,856.74

Percent: 0.488 %

Modified Contract Amount \$ 794,355.05

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

 Date to PM _____ Date Returned _____

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

 If N,Resolution: Approved _____ Disapproved _____

 Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340

INDIANA

Date:02/01/2018

Change Order No:007

Department of Transportation

Page: 3

Contract: T -38340

Project: 1500381 - State:150037600LC5

Change Order Nbr: 007

Change Order Description: Pavement Message Marking, Thermoplastic, Only

Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0136	1500381	0099	808-75325	EACH	155.870	2.000	C	Amount:\$ 311.74

Item Description: PAVEMENT MSG MARKING THERMO ONLY

Supplemental Description1: left off of bid quantities

Supplemental Description2:

Total Value for Change Order 007 = \$ 311.74

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

General or Standard Change Order Explanation

Entitlement - The work shown on the plans for PAVEMENT MSG MARKING THERMO ONLY was not included in the Pay Items, but is required to be paid.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

Cost - The Contractor has submitted a price of \$155.87 Each for the PAVEMENT MSG MARKING THERMO ONLY. With a quantity of two on the project, this change order is for a total cost of \$311.74.

General or Standard Change Order Explanation

Impact - On Dec. 7, 2017 it was determined that no pay item was originally set up for PAVEMENT MSG MARKING THERMO ONLY. Two of these markings are called out on the plans.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:T -38340
Change Order No:007

INDIANA
Department of Transportation

Date:02/01/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

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

Contract No:T -38340

Change Order No.: 008

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -38340

AE:Wren, Rachel

Letting Date:04/05/2017

PE/S:Greene, Shawn

Status:Pending

Change Order Information

Change Order No.: 008

EWA: Y or Force Acct: N

Date Generated: 00/00/0000

Date Approved: 00/00/0000

Reason Code: CHANGED COND, Constructability Related

Description: change items to non participating

Original Contract Amount \$ 790,498.31

Current Change Order Amount \$ 1,285.64

Percent: 0.163 %

Total Previous Approved Changes \$ 3,545.00

Percent: 0.449 %

Total Change To-Date \$ 4,830.64

Percent: 0.612 %

Modified Contract Amount \$ 795,328.95

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Days _____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:T -38340
Change Order No:008

INDIANA
Department of Transportation

Date:02/01/2018
Page: 3

Contract: T -38340
Project: 1500381 - State:150037600LC5
Change Order Nbr: 008
Change Order Description: change items to non participating
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0137	1500381	0100	604-08086	SYS	160.000	7.410	C	Amount:\$ 1,185.60

Item Description: CURB RAMP CONCRETE

Supplemental Description1: Change Curb Ramp to Non Participating

Supplemental Description2:

0138	1500381	0101	202-52710	SYS	13.500	7.410	C	Amount:\$ 100.03
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Item Description: SIDEWALK CONCRETE REMOVE

Supplemental Description1: additional removal of sidewalk non participating

Supplemental Description2:

Total Value for Change Order 008 = \$ 1,285.63

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

Impact - This change order is to set up additional line items for Sidewalk Concrete Remove and Curb Ramp Concrete, which have been determined to be Non Participating. The original work was approved by the City of Bloomington s PM, Matt Smethurst, and then later determined to not meet specifications. During the Pre-Final Inspection, it was noticed that the installed curb ramp was not oriented in a way to direct pedestrians toward the crosswalk. This additional work is to remove and make corrections of Curb Ramp at NE Quad to satisfy ADA Requirements.

General or Standard Change Order Explanation

Entitlement - On January 16, 2018 Rachel Wren informed me that the original curb ramp work would not have Federal participation, due to not meeting specifications. Therefore, additional line items would need to be set for payment of the original work.

General or Standard Change Order Explanation

Cost - Unit costs, required for this work, already exist in the contract. Sidewalk Concrete Removal will be paid at a unit price of \$13.50 per square yard, with a total of 7.41 square yards, for a total cost of \$100. 03. Curb Ramp Concrete will be paid at a unit price of \$160.00 per square yard, with a total of 7.41 square yards, for a total of \$1,185.60.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:T -38340
Change Order No:008

INDIANA
Department of Transportation

Date:02/01/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding Between City of Bloomington Utilities and the City of Bloomington Planning & Transportation Department for Payment of Costs for Installation of Water Utilities at the Intersection of Tapp Road and Rockport Road

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Andrew Cibor

Date: 02/20/2018

Report: At the request of the City of Bloomington Utilities (CBU), the City of Bloomington Planning & Transportation Department included some water utility work within the Tapp Road and Rockport Road Intersection Improvement project. In 2016 the Board of Public works (BPW) and Utility Service Board (USB), authorized a Memorandum of Understanding (MOU) regarding this utility work with a commitment that CBU would fund the design fees associated with the water utility expansion component of the project. This new MOU details CBU's commitment to fund the construction costs associated with their component of the project (estimated contribution of \$99,870.00). The USB is scheduled to review this MOU at their February 19, 2018 meeting.

Recommendation and Supporting Justification: Staff recommends that the BPW approve the MOU between CBU and the Planning & Transportation Department for the funding of water utilities within the Tapp Road and Rockport Road Intersection Improvement project.

Recommend ☒ **Approval** ☐ **Denial by** *Andrew Cibor*

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON PLANNING & TRANSPORTATION
DEPARTMENT
FOR PAYMENT OF COSTS FOR
INSTALLATION OF WATER UTILITIES
AT THE INTERSECTION OF
TAPP ROAD AND ROCKPORT ROAD**

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

WHEREAS, Planning & Transportation is engaged in the design and construction of certain improvements at the intersection of Tapp Road and Rockport Road, as part of a project that is partially funded by the Federal Highway Administration (“FHWA”), and Planning & Transportation is the Local Public Agency (“LPA”) for the project; and,

WHEREAS, CBU has plans to add new CBU-owned water works infrastructure from the intersection of Tapp Road and Rockport Road and running approximately 418 feet east on Tapp Road; and

WHEREAS, it is advantageous to all parties for CBU to install said new water works infrastructure as a part of the Planning & Transportation’s Tapp Road and Rockport Road Intersection Improvement Project; and

WHEREAS, in June 2016 the USB and BPW entered into a Memorandum of Understanding for the design and funding of said new water works infrastructure (Exhibit A), attached hereto and incorporated herein; and,

WHEREAS, CBU will be responsible for 100% of the cost of said installation of new water works infrastructure; and,

WHEREAS, there is existing CBU owned water works and sewage works infrastructure located in the project area which will be relocated; and

WHEREAS, CBU shall not be responsible for the cost of any of said relocation of existing CBU owned water works and sewage works infrastructure located in the project area; and

WHEREAS, the Indiana Department of Transportation (“INDOT”) will solicit bids, award the contract, supervise the construction of the project, and act as liaison agent between the Planning and Transportation and the FHWA; and,

WHEREAS, once bids are received and a contract is awarded INDOT will invoice Planning & Transportation for the utility installation costs for the project since Planning & Transportation is the LPA for the project, and these amounts must be paid in full to INDOT prior to INDOT's issuance of a notice to proceed on the project; and,

WHEREAS, CBU shall pay the new water installation costs by means of a check payable to INDOT. Planning & Transportation shall tender to INDOT both CBU's check and Planning & Transportation's check for its share of the roadway construction costs. Payments need to be promptly processed per INDOT's standard specifications to maintain the project's scheduled completion date.

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

1. The estimated cost of installing CBU's new water infrastructure is \$99,870.00; however, CBU will be responsible for 100% of the cost of the actual work paid by INDOT to the Contractor pursuant to the contract and any addenda to the contract for CBU's new water installation work.
2. Planning & Transportation will keep CBU apprised of the bidding process and inform CBU of the amount included by the successful bidder which is attributable to the cost of CBU utility installation work.
3. CBU will promptly process payment of 100% of the amount included by the successful bidder for CBU's new water installation work. Planning & Transportation shall receive the payment from CBU and include that payment together with the payment Planning & Transportation makes to INDOT.

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

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Julie Roberts, President Date

Attest:

Holly McLauchlin, Secretary to the Board

Date _____

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, President Date

Kelly M. Boatman, Vice-President Date

Dana Palazzo, Secretary Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON PLANNING AND
TRANSPORTATION DEPARTMENT AND
THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT
FOR THE PAYMENT OF ENGINEERING DESIGN COSTS FOR
IMPROVEMENTS AT THE INTERSECTION OF
TAPP ROAD AND ROCKPORT ROAD**

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

WHEREAS, in 2009 the City entered into a contract with DLZ Indiana, LLC, ("DLZ") to provide engineering design services for certain improvements at the intersection of Tapp Road and Rockport Road for an amount not to exceed \$249,700; and,

WHEREAS, following a change in scope of this project, Supplemental Agreement #1 was entered with DLZ which increased the design services contract cost to \$526,580; and;

WHEREAS, as additional design changes not included in Supplemental #1 are now needed, the City and DLZ seek to enter Supplemental Agreement #2, which will increase the contract cost by \$13,925, for a not to exceed cost of \$540,505; and

WHEREAS, funding for the additional \$13,925 is anticipated to come from CBU and the Consolidated TIF; and

WHEREAS, CBU is willing to pay \$5,000 of this increase for water main extension design according to the most recent CBU specifications; and,

WHEREAS, the City will seek approval from the Redevelopment Commission for the remaining \$8,925 increase to be funded using the Consolidated TIF; and

WHEREAS, the City and CBU wish to formalize this agreement;

NOW, THEREFORE, the parties agree that:

1. The parties acknowledge that the total cost for engineering design services for this project shall be increased from \$526,580 to \$540,505 upon approval of Supplemental Agreement #2.
2. The parties acknowledge that CBU agrees to pay \$5,000 of this increased cost for water main design.
3. The parties acknowledge that CBU shall submit the pay application to the Utilities Service Board for approval and payment in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their seals to be affixed and attested this 28 day of June, 2016.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard
Kyla Cox Deckard, President

Kelly M. Boatman
Kelly M. Boatman, Vice President

Melanie Castillo-Cullather
Melanie Castillo-Cullather, Secretary

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Sam Frank
Sam Frank, President

Attest: Kim Alexander
Kim Alexander, USB Secretary

Vic Kelson
Vic Kelson, Director
City of Bloomington Utilities

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u>Christopher Kelson</u>
DATE: <u>JUNE 23, 2016</u>

CITY OF BLOOMINGTON
Controller
Reviewed by: Christopher Kelson
DATE: 6/27/16
FUND/ACCT: 009-92-90008-11631.00



Board of Public Works Staff Report

Project/Event: Request to use East 6th Street for Bloomington Handmade Market
Summer Market

Staff Representative: Sean Starowitz

Petitioner/Representative: Talia Halliday

Date: February 20, 2018

Report: Bloomington Handmade Market is requesting the use East 6th Street between North College Avenue and North Walnut Street on Saturday, June 2, 2018 from 6:00 a.m. on until 7:00 p.m.. for the 1st outdoor Bloomington Handmade Market Summer Market. The event will run from 10:00 a.m. to 5:00 p.m. They expect to have 25 or more handmade makers selling their wares. Cardinal Spirits will create a “lounge” for 21 and up. They will partner with other art organizations to provide an educational arts aspect for young and old, and have a DJ and sound system. They inspire to create a one of a kind Bloomington experience to start the summer off in style. Noise Waiver included in Resolution.

Nearby business have been notified of this meeting.

Recommend ☒ **Approval** ☐ **Denial** by Sean Starowitz

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-09**

BLOOMINGTON HANDMADE MARKET

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

WHEREAS, Bloomington Handmade Market has requested use of city streets to conduct a street event; and

WHEREAS, Bloomington Handmade Market has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that a portion of the following City street may be utilized to conduct the Bloomington Handmade Market Summer Market event between the hours of 6 a.m. on Saturday, June 2, 2018 until 7 p.m. Saturday, June 2, 2018: East 6th Street between North College Avenue and North Walnut Street.
2. The street closure outlined above is for the purposes of allowing Bloomington Handmade Market to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, June 2, 2018.
3. Bloomington Handmade Market shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington Handmade Market agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Bloomington Handmade Market agrees to close the street not before 6 a.m. on Saturday, June 2, 2018, and to remove barricades and signage by 7 p.m. on Saturday, June 2, 2018.
4. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played until 5 p.m. on the day of the event.
5. Bloomington Handmade Market shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
6. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington Handmade Market, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2018.

**BOARD OF PUBLIC WORKS:
MARKET**

BLOOMINGTON HANDMADE

Kyla Cox Deckard, President

Signature

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

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:	Talia Halliday		
Contact Phone:	812-345-9607	Mobile Phone:	8123459607
Title/Position:	Organizer		
Organization:	Bloomington Handmade Market		
Address:	116 N Walnut		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Organization E-Mail and URL:	Bloomingtonhandmademarket.com		
Org Phone No:	812-345-9607	Fax No:	

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

Organization Name:	Lotus Education and Arts Foundation		
Address:	105 S. Rogers		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	loraine@lotusfest.org		
Phone Number:	(812) 336-6599	Mobile Phone:	
Organization Name:	Cardinal Spirits		
Address:	922 South Morton Street		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	events@cardinalspirits.com		
Phone Number:	812-325-4310	Mobile Phone:	
Organization Name:	Wonderlab Science Museum		
Address:	308 W. 4h St		
City, State, Zip:	Bloomington		
E-Mail Address:	colleen@wonderlab.org		
Phone Number:	(812) 337-1337	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" 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:	June 2, 2018		
Time of Event:	Start: 10 am End: 5 pm		
Setup/Teardown time Needed	Date: June 2 2018 Start: 6 am Date: June 2 2018 End: 7pm		
Calendar Day of Week:	Saturday		
Description of Event:	Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer market will be our first foray into an outdoor festival. We will be host to 25+ handmade makers selling their wares. We will partner with local craft distiller Cardinal Spirits to create a 'lounge' 21+ as well as 6 th Street restaurants that are already present at the venue. From there we will partner with other arts organizations to provide an educational arts aspect for young and old as well as having a DJ and sound-system to create a one of a kind Bloomington experience to start the summer off in style.		
Expected Number of Participants:	2000 attendees 25+ vendors	Expected # of vehicles (Use of Parking Spaces to close): closing 6 th Street btwn College and Walnut	

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"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<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"> • Determine if No Parking Signs will be required
<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"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • 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 • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<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. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<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 checked="" type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • 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 (use police barricades??) • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" 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 checked="" type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit (if applicable, Upland or Function will provide) <input type="checkbox"/> Not applicable
<input checked="" 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. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) In discussion with King Dough and other local food truck – will provide Licenses when committed
<input checked="" 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 checked="" 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) <i>N/A</i>
<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	1-11-18	S Oldham*
	Bloomington Fire	1-11-18	J Johnson
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

* Will need barriers



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

Event and Noise Information

Name of Event:	Bloomington Handmade Market		
Location of Event:	Downtown Bloomington 6 th Street Between College And Walnut		
Date of Event:	June 2, 2018	Time of Event:	Start: 10am
Calendar Day of Week:	Saturday		End: 5 pm
Description of Event:	Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer market will be our first foray into an outdoor festival. We will be host to 25+ handmade makers selling their wares. We will partner with local craft distiller Cardinal Spirits to create a 'lounge' 21+ as well as 6 th Street restaurants that are already present at the venue. From there we will partner with other arts organizations to provide an educational arts aspect for young and old as well as having a DJ and sound-system to create a one of a kind Bloomington experience to start the summer off in style.		
Source of Noise:	<input checked="" type="checkbox"/> DJ	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? X Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes x No	If Yes, to Benefit:	

Applicant Information

Name:	Talia Halliday		
Organization:	Bloomington Handmade Market	Title:	Organizer
Physical Address:	116 N. Walnut		
Email Address:	bloomingtonhandmademarket@gmail.com	Phone Number:	812-345-9607
Signature:		Date:	11/

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

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Bloomington Handmade Market

Number of expected attendees: 2000

Number of food vendors: 1 or 2

Number of other vendors: 35

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 bins from DBI, waste bins from Republic
Mixed paper	Recycling bins from DBI, waste bins from Republic
Food waste	Waste bins from Republic

*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.

- 3 totes will be rented from Republic Services and placed near the food vendor area for ease of access.
- In addition, recycling bins from DBI will be utilized and also placed near the food vendor area.
- Republic will collect the totes at the end of the day and BHM staff will take care of the recycling area.
- Proper signage for both recycling and waste will be present in the area.
- Talia Halliday – organizer, will oversee all of the above.

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.

Greetings,

My name is Talia Halliday and I'm writing on behalf of the Bloomington Handmade Market. 2018 marks 10 years for our indie handmade market here in Bloomington, and this year we're looking at expanding our former *spring market* (held inside Fountain Square Mall) to be held outside, on 6th Street between College and Walnut Streets on June 2, from 10a-5p. With this market we're hoping to become a central part of downtown and create an outdoor festival unlike any other. Our market will boast 35 independent makers, two local restaurant booths as well as two community craft booths sponsored by Lotus and Wonderlab to create memories with young children and their families. We are looking to kick-off the summer season with a bang, complementing your local businesses with an indie craft fair and a DJ to create a fun 'block party' esque atmosphere. We hope that we can all work together to create a welcoming atmosphere for our indie craft fair, and downtown, for years to come.

(For reference, the Bloomington Handmade Market began in 2009 at the Waldron, and has since been hosted at the Convention Center every second Saturday in November in addition to our spring shows at Fountain Square Mall. While I organize BHM with a solid team of volunteers and staff, I also own Gather, a local retail shop located on the square at 116 N. Walnut. My heart lies in downtown Bloomington success.)

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 Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be TBA 2018 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 Bloomington Handmade Market will be on file and may be examined in the Public Works office on the Friday (Jan) prior to the Tuesday (Jan) 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. 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:

Maintenance of Traffic Plan

- **6th Street between College and Walnut Streets will be closed.**
- **All parking spaces on this stretch of 6th St will need no parking signs (approx. 24 spaces)**
- **At each end of 6th Street (on College and on Walnut) there will be barricades**
- **Barricades to be provided, if permitted, by the police who have recently purchased barricades – as well as vehicles**
- **If Bloomington Police cannot provide barricades, will work with the Warehouse to rent those that they have**
- **On both College and Walnut, at the entrance to 6th St, a “Road closed” sign will be necessary**
- **As well as “turn right only” signage to indicate the one way road**

NOTICE OF PUBLIC MEETING LETTER

Greetings,

My name is Talia Halliday and I'm writing on behalf of the Bloomington Handmade Market. This year, 2018, marks 10 years for our indie handmade market here in Bloomington and this summer we are expanding our former spring market (held inside Fountain Square Mall for the past three years) to be held outside, on 6th Street between College and Walnut Streets on June 2, from 10a-5p. Our market will boast 40 independent makers and artists and up to six local community booths including a booth for Lotus Festival and Wonderlab as well as Limestone Post. We are looking to kick off the summer season with a bang, complementing your local businesses with an indie craft fair complete with light music from a local DJ to create a fun 'block party-esque' atmosphere wherein supporting small business is the theme of the day. We hope that we can all work together to create a welcoming atmosphere for our fair, and downtown, for years to come.

For reference, BHM began in 2009 at the Waldron and has since been hosting at the Monroe Convention Center every second Saturday in November in addition to our spring shows at Fountain Square Mall. While I organize BHM with a solid team of volunteers and staff, I also own Gather, a local retail shop located on the square at 116 N. Walnut. My heart lies in downtown Bloomington success.

The Board of Public Works of Bloomington, IN has been petitioned to hear a request for a Special Event in Public Right of Way for Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be on Feb. 20, 2018. 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 Bloomington Handmade Market will be on file and may be examined in the Public Works office on the Friday (Feb 16) prior to the Tuesday (Feb 20) 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 812.349.34120 or email 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:

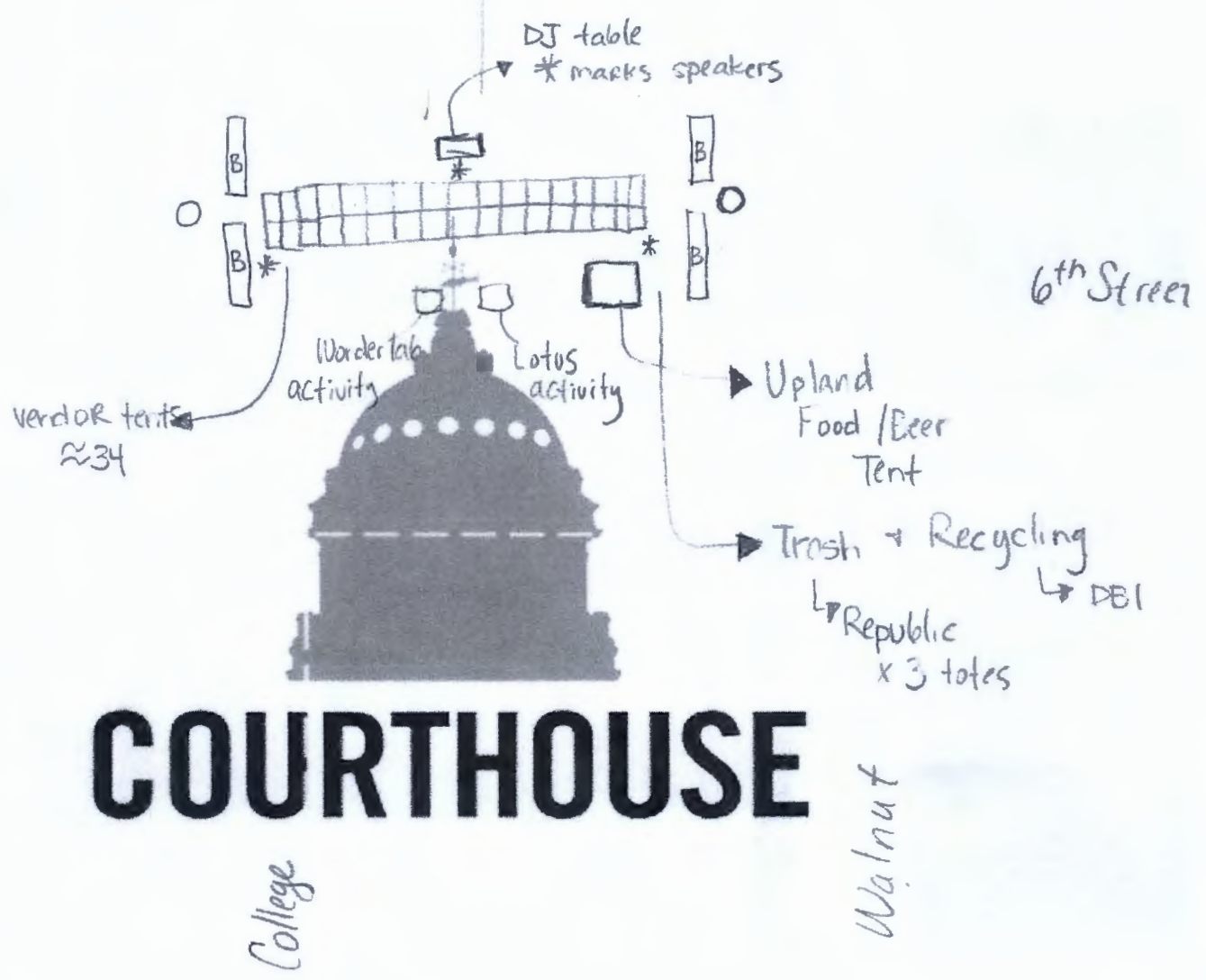
DATE:

STILL
DG.

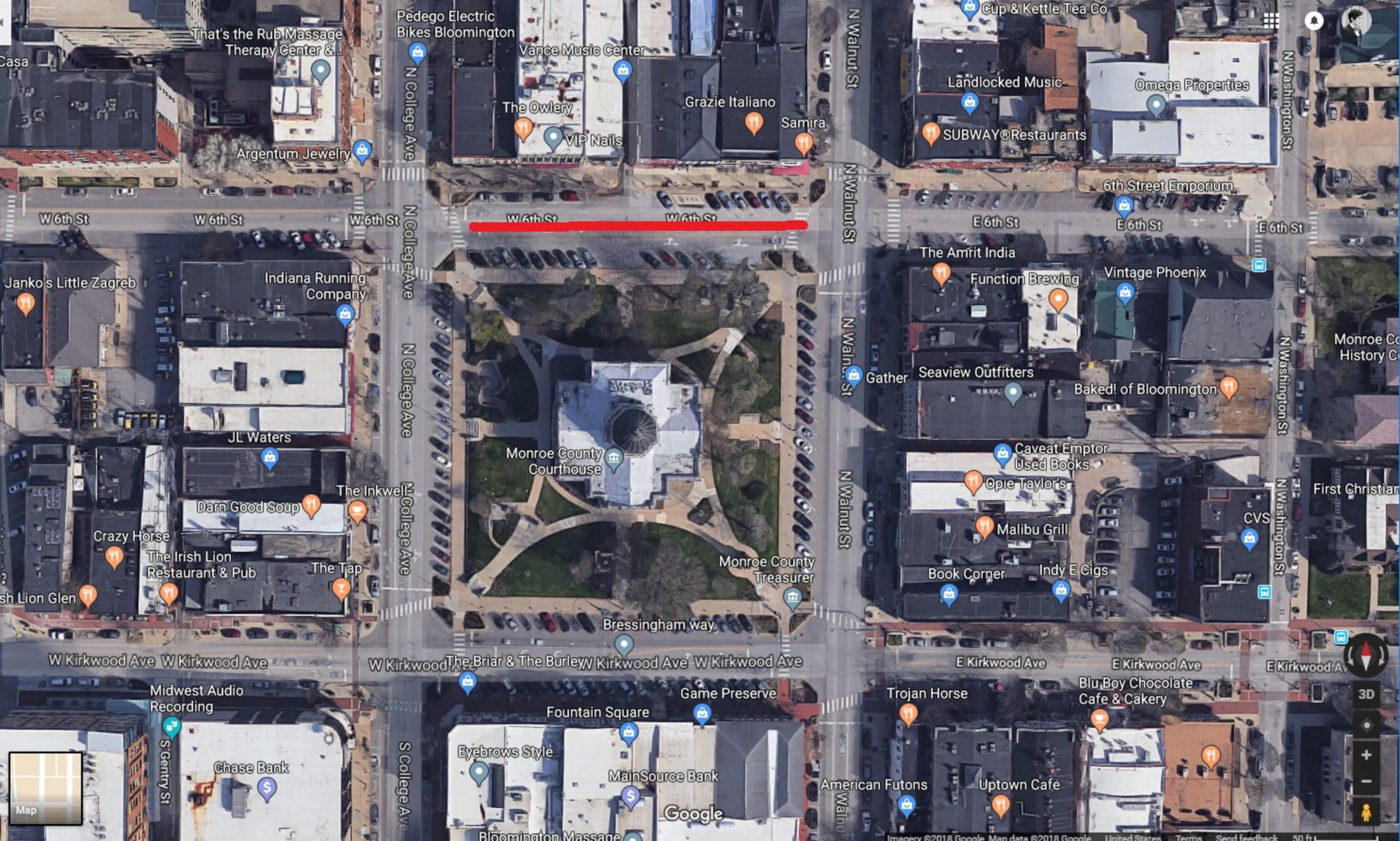
B=barriades - may we use those
that the police have purchased?
along w/ parked cars

O= signs indicating Road Closed
+ also →

Closing approx 2' parking spaces
on 6th St
between College + Walnut



/e





Board of Public Works Claim Register

Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Account 10002.2 - Petty Cash / Cash Change Petty Cash				
205 - City Of Bloomington	06 Change Fund for Bicentennnial Sales		02/23/2018	150.00
	Account 10002.2 - Petty Cash / Cash Change Petty Cash Totals		1	\$150.00
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Penelope Friday	01-Friday-refund adoption fee-dog, and donation		02/23/2018	75.00
Dorie Mayfield	01-Mayfield-refund adoption fee canine/feline		02/23/2018	75.00
	Account 43430 - Animal Adoption Fees Totals		2	\$150.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-staples		02/23/2018	1.20
	Account 52110 - Office Supplies Totals		1	\$1.20
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-cat carriers-100		02/23/2018	241.53
313 - Fastenal Company	01-trash bags, hand sanitizer		02/23/2018	266.12
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-1/26/18		02/23/2018	181.12
4586 - Hill's Pet Nutrition Sales, INC	01-vet prescribed diet food-2/2/18		02/23/2018	86.19
3929 - IDEXX Laboratories, INC	01-Heartworm and FELV/FIV tests		02/23/2018	1,297.73
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-1/10/18		02/23/2018	11.56
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, paper plates-1/22/18		02/23/2018	24.05
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-1/30/16		02/23/2018	15.10
4549 - Kroger Limited Partnership I	01-rabbit food-gala apples, romaine lettuce-2/2/18		02/23/2018	21.77
3278 - Merial INC	01-anti parasitic-flea-1/23/18		02/23/2018	690.60
4633 - Midwest Veterinary Supply, INC	01-milk replacer, syringes, antibiotics-2/5/18		02/23/2018	197.82
4633 - Midwest Veterinary Supply, INC	01-pain meds-2/5/18		02/23/2018	220.46
4633 - Midwest Veterinary Supply, INC	01-refund for undelivered items-Cephalexin Caps-		02/23/2018	(90.26)
4633 - Midwest Veterinary Supply, INC	01-sharps container-1/11/18		02/23/2018	111.32
4633 - Midwest Veterinary Supply, INC	01-syringes, anti parasitic, sanitzer-1/25/18		02/23/2018	389.02
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, sanitizer-2/5/18		02/23/2018	336.68
4137 - Patterson Veterinary Supply, INC	01-sedatives-1/31/18		02/23/2018	61.08
4137 - Patterson Veterinary Supply, INC	01-vitamins, exam gloves-1/31/18		02/23/2018	163.05
4666 - Zoetis, INC	01-antibiotics, canine vaccines		02/23/2018	1,130.36
4666 - Zoetis, INC	01-feline vaccines		02/23/2018	161.00
4666 - Zoetis, INC	01-antibiotics		02/23/2018	216.53
4666 - Zoetis, INC	01-sedatives		02/23/2018	130.09
	Account 52210 - Institutional Supplies Totals		22	\$5,862.92
Account 52310 - Building Materials and Supplies				



Board of Public Works Claim Register

Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	01-marking paint for parking lot		02/23/2018	4.50
409 - Black Lumber Co INC	19-ACC-stakes for roping off parking		02/23/2018	13.86
	Account 52310 - Building Materials and Supplies Totals		2	\$18.36
Account 52340 - Other Repairs and Maintenance				
6253 - O'Dell Equipment & Supply, INC	01-commercial washer and dryer and stand		02/23/2018	12,174.00
	Account 52340 - Other Repairs and Maintenance Totals		1	\$12,174.00
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-1/2-1/11/2018		02/23/2018	1,675.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-1/16-1/31/2018		02/23/2018	2,400.00
54639 - Shake Veterinary Services, INC (Town &	01-emergency visit, euthanasia-1/24/18		02/23/2018	105.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-1/23/18		02/23/2018	285.15
54639 - Shake Veterinary Services, INC (Town &	01-neuter surgery-1/26/18		02/23/2018	53.40
	Account 53130 - Medical Totals		5	\$4,518.55
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19- ACC-water/sewer bill January 2018		02/23/2018	496.48
	Account 53530 - Water and Sewer Totals		1	\$496.48
Account 53540 - Natural Gas				
222 - Vectren	19-ACC-gas bill 1/3-2/2/18		02/23/2018	1,679.07
	Account 53540 - Natural Gas Totals		1	\$1,679.07
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	01-HVAC maint.-December 2017 filter change		02/23/2018	180.00
321 - Harrell Fish, INC	01-January 2018 filter change-1/18/18		02/23/2018	144.00
102 - Professional Contracting, LLC (Steve's Roofing)	19-ACC-roof leak service call		02/23/2018	98.00
	Account 53610 - Building Repairs Totals		3	\$422.00
Account 53640 - Hardware and Software Maintenance				
4464 - Volgistics, INC	01-Volunteer Management Software-12 months		02/23/2018	1,260.00
	Account 53640 - Hardware and Software Maintenance Totals		1	\$1,260.00
Account 53990 - Other Services and Charges				
60 - Monroe County Solid Waste Management District	01-needle disposal-Inv. date 1/11/18		02/23/2018	105.60
5128 - Petkey, LLC	01-microchip registration		02/23/2018	12.95
	Account 53990 - Other Services and Charges Totals		2	\$118.55
	Program 010000 - Main Totals		41	\$26,701.13
	Department 01 - Animal Shelter Totals		41	\$26,701.13
Department 02 - Public Works				
Program 020000 - Main				
Account 53990 - Other Services and Charges				
5697 - Cascade Engineering, INC	02-2 Crews for 10 days @ \$700/crew/day-1/8-		02/23/2018	14,000.00
	Account 53990 - Other Services and Charges Totals		1	\$14,000.00



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	Program 020000 - Main Totals		1	<u>\$14,000.00</u>
	Department 02 - Public Works Totals		1	<u>\$14,000.00</u>
Department 03 - City Clerk				
Program 030000 - Main				
Account 53160 - Instruction				
3913 - Indiana League Of Municipal Clerks &	03-ILMCT Academy 2018-S. Lucas		02/23/2018	450.00
3913 - Indiana League Of Municipal Clerks &	03-ILMCT Academy-N. Bolden		02/23/2018	<u>450.00</u>
	Account 53160 - Instruction Totals		2	<u>\$900.00</u>
Account 53320 - Advertising				
205 - City Of Bloomington	03-BHM Gala-2 tables		02/23/2018	<u>1,200.00</u>
	Account 53320 - Advertising Totals		1	<u>\$1,200.00</u>
	Program 030000 - Main Totals		3	<u>\$2,100.00</u>
	Department 03 - City Clerk Totals		3	<u>\$2,100.00</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6231 - Danielle Lucas	04 - Graphic design for downtown Bloomington		02/23/2018	1,350.00
6131 - Jane St John	04 - 2018 Consulting Contract		02/23/2018	4,866.25
6156 - Joanna Maria Woronkowicz	04 - BAC Grant Review Process		02/23/2018	<u>1,250.00</u>
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		3	<u>\$7,466.25</u>
Account 53990 - Other Services and Charges				
6131 - Jane St John	04 - 2018 Consulting Contract		02/23/2018	<u>2,103.75</u>
	Account 53990 - Other Services and Charges Totals		1	<u>\$2,103.75</u>
	Program 040000 - Main Totals		4	<u>\$9,570.00</u>
	Department 04 - Economic & Sustainable Dev Totals		4	<u>\$9,570.00</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson)	10-Library Plan Charges-1/5-2/4/18-Legal & Council		02/23/2018	<u>267.37</u>
	Account 52410 - Books Totals		1	<u>\$267.37</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson)	10-West Information Charges-1/1-1/31/18-Council &		02/23/2018	<u>304.87</u>
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$304.87</u>
Account 53960 - Grants				
1138 - BCT Management, INC	05-City Council Programming Support-Jan-March		02/23/2018	<u>12,500.00</u>
	Account 53960 - Grants Totals		1	<u>\$12,500.00</u>
	Program 050000 - Main Totals		3	<u>\$13,072.24</u>
	Department 05 - Common Council Totals		3	<u>\$13,072.24</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53990 - Other Services and Charges				
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan		02/23/2018	13,642.27
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan		02/23/2018	13,321.67
818 - Everywhere Signs, LLC	18 Replacement 2 and light installation		02/23/2018	150.00
818 - Everywhere Signs, LLC	09- Bicentennial 1818-2018 Sign		02/23/2018	780.00
129 - FedEx Office and Print Service, INC	09 Printing Bicentennial		02/23/2018	173.85
	Account 53990 - Other Services and Charges Totals		5	<u>\$28,067.79</u>
	Program 060000 - Main Totals		5	<u>\$28,067.79</u>
	Department 06 - Controller's Office Totals		5	<u>\$28,067.79</u>
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	09-card stock paper, perforate notepad, tape, labels,		02/23/2018	70.94
	Account 52110 - Office Supplies Totals		1	<u>\$70.94</u>
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-Tall monitor stand for Sue		02/23/2018	33.99
798 - Winters Associates Promotional Products, INC	09-Bicentennial polos shirts		02/23/2018	250.46
	Account 52420 - Other Supplies Totals		2	<u>\$284.45</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
205 - City Of Bloomington	09-Registration for Ryan Ricker to attend Spring DV		02/23/2018	25.00
205 - City Of Bloomington	09- Registration for Sylvie Choiniere to attend Spring		02/23/2018	25.00
205 - City Of Bloomington	09- Registration for Nancy Woolery to attend Spring		02/23/2018	25.00
205 - City Of Bloomington	09-Registration for Josefa Luce to attend 2018		02/23/2018	25.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		4	<u>\$100.00</u>
	Program 090000 - Main Totals		7	<u>\$455.39</u>
	Department 09 - CFRD Totals		7	<u>\$455.39</u>
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson)	10-Library Plan Charges-1/5-2/4/18-Legal & Council		02/23/2018	1,069.49
	Account 52410 - Books Totals		1	<u>\$1,069.49</u>
Account 53160 - Instruction				
6374 - Labor Arbitration Institute	10-Labor Law/Arbitration Conf-4/19/18-P. Guthrie		02/23/2018	275.00
	Account 53160 - Instruction Totals		1	<u>\$275.00</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson)	10-West Information Charges-1/1-1/31/18-Council &		02/23/2018	1,219.46



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$1,219.46</u>
	Program 100000 - Main Totals		3	<u>\$2,563.95</u>
Program 101000 - Human Rights				
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	10-limestone paperweights		02/23/2018	<u>38.25</u>
	Account 52420 - Other Supplies Totals		1	<u>\$38.25</u>
Account 53910 - Dues and Subscriptions				
1731 - Indiana Consortium Of State & Local Human	10-2018 Membership Dues-IN Consortium of		02/23/2018	<u>50.00</u>
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$50.00</u>
	Program 101000 - Human Rights Totals		2	<u>\$88.25</u>
	Department 10 - Legal Totals		5	<u>\$2,652.20</u>
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53110 - Engineering and Architectural				
6247 - Transmap Corporation	20-Pavement Cond. Survey /Sign Assessment-Inv		02/23/2018	<u>1,527.56</u>
	Account 53110 - Engineering and Architectural Totals		1	<u>\$1,527.56</u>
Account 53960 - Grants				
205 - City Of Bloomington	11-Platinum Plus sponsorship of Black History Month		02/23/2018	<u>1,600.00</u>
	Account 53960 - Grants Totals		1	<u>\$1,600.00</u>
	Program 110000 - Main Totals		2	<u>\$3,127.56</u>
	Department 11 - Mayor's Office Totals		2	<u>\$3,127.56</u>
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
5836 - Mary Caroline Buchanan Shaw	12-3 tab letter folders		02/23/2018	<u>28.00</u>
	Account 52110 - Office Supplies Totals		1	<u>\$28.00</u>
Account 53320 - Advertising				
323 - Hoosier Times, INC	12- Job ads-Sanitation Dir./Telecommunicator/Front-		02/23/2018	<u>368.63</u>
	Account 53320 - Advertising Totals		1	<u>\$368.63</u>
	Program 120000 - Main Totals		2	<u>\$396.63</u>
	Department 12 - Human Resources Totals		2	<u>\$396.63</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13-White legal pads + stapler		02/23/2018	<u>27.63</u>
5103 - Staples Contract & Commercial, INC	13-Binder,dividers,stapler,tape dispenser,scales,post-		02/23/2018	<u>147.23</u>
5103 - Staples Contract & Commercial, INC	13-paper clips, tape, calculators		02/23/2018	<u>33.03</u>
5103 - Staples Contract & Commercial, INC	13-ergonomic calculator(Linda), legal file folders		02/23/2018	<u>59.83</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52110 - Office Supplies Totals			4	\$267.72
Account 52420 - Other Supplies				
244 - Bloomington Ford, INC	13-New fleet vehicle-white police interceptor		02/23/2018	603.04
50761 - Bloomington Sandwich Co, LLC	13-UDO Kickoff_Stakeholder Meetings-2/6/18		02/23/2018	171.97
50972 - CDW, LLC	13-Airtame Wireless Streaming Stick (Terri's office)		02/23/2018	269.91
5103 - Staples Contract & Commercial, INC	13-2018 At-a-Glance Calendar (Pat Martin)		02/23/2018	11.64
Account 52420 - Other Supplies Totals			4	\$1,056.56
Account 53160 - Instruction				
2871 - International Municipal Signal Association	13-IMSA_Work Zone Traffic Control Seminar-S.		02/23/2018	600.00
2871 - International Municipal Signal Association	13-IMSA_Work Zone Traffic Control Seminar-R.		02/23/2018	600.00
Account 53160 - Instruction Totals			2	\$1,200.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
8305 - Schmidt Associates, INC	13-Subarea--Vision Plans-Services 1/1-1/31/18		02/23/2018	1,447.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1	\$1,447.00
Account 53320 - Advertising				
323 - Hoosier Times, INC	13-HT Legal Notices_MPO 2040 Transp.		02/23/2018	74.05
Account 53320 - Advertising Totals			1	\$74.05
Account 53910 - Dues and Subscriptions				
4442 - American Planning Association	13-APA + IN/Chapter Dues (Eric Greulich)_4-1-18		02/23/2018	284.00
4442 - American Planning Association	13-APA/AICP + IN/Chap Dues (Josh Desmond)_4-1-		02/23/2018	543.00
4442 - American Planning Association	13-APA + Environ+ IN/Chap Dues (Linda T)_4-1-18		02/23/2018	356.00
Account 53910 - Dues and Subscriptions Totals			3	\$1,183.00
Account 53990 - Other Services and Charges				
6235 - Toole Design Group, LLC	13-2017-2018 Transportation Plan plan dev.-11/25-		02/23/2018	4,574.57
Account 53990 - Other Services and Charges Totals			1	\$4,574.57
Account 54310 - Improvements Other Than Building				
5806 - Michael Baker International, INC	13-3rd & Woodcrest Inspection-Services 12/1- BC 2016-62		02/23/2018	8,618.05
5806 - Michael Baker International, INC	13-3rd & Woodcrest Inspection-Services 11/1- BC 2016-62		02/23/2018	18,924.08
Account 54310 - Improvements Other Than Building Totals			2	\$27,542.13
Account 54440 - Motor Equipment				
244 - Bloomington Ford, INC	13-New fleet vehicle-white police interceptor		02/23/2018	25,294.21
Account 54440 - Motor Equipment Totals			1	\$25,294.21
Program 130000 - Main Totals			19	\$62,639.24
Department 13 - Planning Totals			19	\$62,639.24
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	15-toilet tissue, soap, trash bags		02/23/2018	1,073.27



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52210 - Institutional Supplies Totals			1	\$1,073.27
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-CH-dimmer switch		02/23/2018	4.99
409 - Black Lumber Co INC	19-CH-LED 50K bulb, blue tape dib, contact cement		02/23/2018	17.95
409 - Black Lumber Co INC	19-CH-hardware for salt spreader		02/23/2018	.49
394 - Kleindorfer Hardware & Variety	19-CH-bulbs, lysol cleaner, spray bottle,		02/23/2018	37.85
53005 - Menards, INC	19-CH-Shop-8' step ladder, 10" noflat univ utility		02/23/2018	152.94
53005 - Menards, INC	19-return of fire extinguisher		02/23/2018	(34.99)
53005 - Menards, INC	19-return of ceiling tile		02/23/2018	(185.60)
Account 52310 - Building Materials and Supplies Totals			7	(\$6.37)
Account 52420 - Other Supplies				
177 - Indiana Oxygen Co	19-CH-tank rental-acetylene, oxygen		02/23/2018	32.18
Account 52420 - Other Supplies Totals			1	\$32.18
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19- City Hall-water/sewer bill January 2018		02/23/2018	570.31
208 - City Of Bloomington Utilities	19- Graffiti Team-Temp Meter-water/sewer bill		02/23/2018	15.48
Account 53530 - Water and Sewer Totals			2	\$585.79
Account 53610 - Building Repairs				
32 - Cassidy Electrical Contractors, INC	19-3rd & Washington-replaced meter base		02/23/2018	1,597.76
321 - Harrell Fish, INC	19-City Hall-repaired leak on hydrant line		02/23/2018	72.00
4946 - Steele Commercial Cleaning, INC	19-CH-cleaned upstairs main carpet		02/23/2018	495.00
4946 - Steele Commercial Cleaning, INC	19-CH-cleaned carpet-upstairs hall area, cleaned		02/23/2018	585.00
Account 53610 - Building Repairs Totals			4	\$2,749.76
Account 53990 - Other Services and Charges				
60 - Monroe County Solid Waste Management District	19-disposal fee of ballasts and lamps		02/23/2018	45.60
Account 53990 - Other Services and Charges Totals			1	\$45.60
Program 190000 - Main Totals			16	\$4,480.23
Department 19 - Facilities Maintenance Totals			16	\$4,480.23
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
53442 - Paraon Micro, INC	28-Computer Monitor Non Cap R		02/23/2018	167.25
337 - Stansifer Radio Co, INC	28-Coax Television Cables		02/23/2018	9.12
5103 - Staples Contract & Commercial, INC	28-HP 90 printhead and cleaner		02/23/2018	228.92
5103 - Staples Contract & Commercial, INC	28-HP 90 Magenta printhead and cleaner		02/23/2018	228.92
5103 - Staples Contract & Commercial, INC	28-HP 90 yellow printhead and cleaner		02/23/2018	228.92
Account 52420 - Other Supplies Totals			5	\$863.13
Account 53640 - Hardware and Software Maintenance				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5534 - Presidio Holdings, INC	28-Card Reader Access Expansion		02/23/2018	6,000.00
8750 - Service Express INC	28-Server Maintenance-quarterly agreement-Inv.		02/23/2018	4,149.00
5444 - Tyler Technologies, INC	28-Tyler New World Annual Maint. 01/1-12/31/18-		02/23/2018	26,168.02
	Account 53640 - Hardware and Software Maintenance Totals		3	\$36,317.02
	Program 280000 - Main Totals		8	\$37,180.15
	Department 28 - ITS Totals		8	\$37,180.15
	Fund 101 - General Fund (S0101) Totals		117	\$204,592.56
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 401001 - Human Rights Essay/Art Contest				
Account 47050 - Donations				
Penelope Friday	01-Friday-refund adoption fee-dog, and donation		02/23/2018	35.00
	Account 47050 - Donations Totals		1	\$35.00
	Program 401001 - Human Rights Essay/Art Contest Totals		1	\$35.00
	Department 06 - Controller's Office Totals		1	\$35.00
	Fund 103 - Restricted Donations Totals		1	\$35.00
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090002 - Com Serv - MLK Comm				
Account 53990 - Other Services and Charges				
651 - Engraving & Stamp Center, INC	09-MLK Legacy Award winner plaque		02/23/2018	8.76
5932 - Indiana Bratworks (Board & Blade)	09-2018 MLK Birthday Celebration--catering		02/23/2018	1,982.00
	Account 53990 - Other Services and Charges Totals		2	\$1,990.76
	Program 090002 - Com Serv - MLK Comm Totals		2	\$1,990.76
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	09-BCSW--paper goods for WHM Lunch-card stock		02/23/2018	33.37
5103 - Staples Contract & Commercial, INC	09-BCSW--paper goods for WHM Lunch		02/23/2018	79.02
	Account 52420 - Other Supplies Totals		2	\$112.39
	Program 090003 - Com Serv - Status of Women Totals		2	\$112.39
Program 090016 - Com Serv - Safe & Civil				
Account 53990 - Other Services and Charges				
5932 - Indiana Bratworks (Board & Blade)	09-2018 Black History Month Kick Off - Catering		02/23/2018	700.00
5042 - Cynthia A Ramlo	09-BHM Essay Contest - Sophia Ramio - 2nd prize		02/23/2018	100.00
	Account 53990 - Other Services and Charges Totals		2	\$800.00
	Program 090016 - Com Serv - Safe & Civil Totals		2	\$800.00
	Department 09 - CFRD Totals		6	\$2,903.15
	Fund 312 - Community Services Totals		6	\$2,903.15



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 401 - Non-Reverting Telecom (\$1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 54310 - Improvements Other Than Building				
5534 - Presidio Holdings, INC	28-Card Reader Access Expansion		02/23/2018	304.00
	Account 54310 - Improvements Other Than Building Totals		1	\$304.00
Account 54420 - Purchase of Equipment				
5534 - Presidio Holdings, INC	28-Card Reader Access Expansion		02/23/2018	1,019.47
	Account 54420 - Purchase of Equipment Totals		1	\$1,019.47
Account 54450 - Equipment				
53442 - Paraqon Micro, INC	28-Capital Replacement Monitor		02/23/2018	167.25
	Account 54450 - Equipment Totals		1	\$167.25
	Program 254000 - Infrastructure Totals		3	\$1,490.72
Program 256000 - Services				
Account 53150 - Communications Contract				
203 - Indiana University	28-special circuits-1/1-1/31/18		02/23/2018	65.00
	Account 53150 - Communications Contract Totals		1	\$65.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
2372 - Probleu, INC	28-Wireless Access Point Support Assistance		02/23/2018	250.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$250.00
Account 53640 - Hardware and Software Maintenance				
5534 - Presidio Holdings, INC	28-Security Camera/Server Maintenance		02/23/2018	1,350.00
	Account 53640 - Hardware and Software Maintenance Totals		1	\$1,350.00
	Program 256000 - Services Totals		3	\$1,665.00
	Department 25 - Telecommunications Totals		6	\$3,155.72
	Fund 401 - Non-Reverting Telecom (\$1146) Totals		6	\$3,155.72
Fund 450 - Local Road and Street(\$0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	20-Countryside Lane & Sunflower-street light elect		02/23/2018	3.84
223 - Duke Energy	20-912 S. Walnut St-crosswalk-elec. bill 12/27/17-		02/23/2018	9.64
223 - Duke Energy	20-Street Light Summary Elec. billing-bill date 2/6/18		02/23/2018	34,990.81
	Account 53520 - Street Lights / Traffic Signals Totals		3	\$35,004.29
	Program 200000 - Main Totals		3	\$35,004.29
	Department 20 - Street Totals		3	\$35,004.29
	Fund 450 - Local Road and Street(\$0706) Totals		3	\$35,004.29
Fund 451 - Motor Vehicle Highway(\$0708)				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
9523 - Freedom Business Solutions, LLC	20-Color Toner-Cyan		02/23/2018	119.99
	Account 52110 - Office Supplies Totals		1	\$119.99
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-Safety Supplies-earplugs, gloves, safety glasses,		02/23/2018	47.68
313 - Fastenal Company	20-Safety Supplies-safety goggles		02/23/2018	21.50
313 - Fastenal Company	20-Safety Supplies-safety glasses, gloves		02/23/2018	25.42
	Account 52210 - Institutional Supplies Totals		3	\$94.60
Account 52340 - Other Repairs and Maintenance				
796 - Interstate Battery System of Bloomington, INC	20-Batteries for Walnut & Smith Crossing		02/23/2018	325.40
	Account 52340 - Other Repairs and Maintenance Totals		1	\$325.40
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-Trash clean up-claw tool, trash bags-J. Kerry-		02/23/2018	14.99
409 - Black Lumber Co INC	20-Snow Control-25' highlighter green-M. Pursell-		02/23/2018	53.91
409 - Black Lumber Co INC	20-Mailbox repair-mailbox, post, reflective numbers-		02/23/2018	73.91
409 - Black Lumber Co INC	20-Mailbox repair-Irwin 6pc quick change set-D.		02/23/2018	14.99
409 - Black Lumber Co INC	20-80# quikcrete gravel mix-P. Capps-1/23/18		02/23/2018	15.87
409 - Black Lumber Co INC	20-credit return 1 bag quikcrete concrete gravel mix-		02/23/2018	(5.29)
293 - J&S Locksmith Shop, INC	20-chainsaw supplies-locks-121/24/18		02/23/2018	143.40
394 - Kleindorfer Hardware & Variety	20-hex drill bit		02/23/2018	2.52
6262 - Koenig Equipment, INC	20-Stihl Handheld Blowers		02/23/2018	287.91
	Account 52420 - Other Supplies Totals		9	\$602.21
Account 53160 - Instruction				
2871 - International Municipal Signal Association	20-Registration for IMSA Certification/Van Deventer		02/23/2018	1,050.00
	Account 53160 - Instruction Totals		1	\$1,050.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19- Street Dept-water/sewer bill January 2018		02/23/2018	150.51
208 - City Of Bloomington Utilities	19- Traffic Bldg-water/sewer bill January 2018		02/23/2018	37.06
	Account 53530 - Water and Sewer Totals		2	\$187.57
Account 53630 - Machinery and Equipment Repairs				
5168 - Jasper Engine Exchange, INC	20-Engine for #416 Ford F550 Super Duty 7.3		02/23/2018	7,923.00
	Account 53630 - Machinery and Equipment Repairs Totals		1	\$7,923.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group,	20-Mat & Shop Towel Services-1/24/18		02/23/2018	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-Mat & Shop Towel Services-1/31/18		02/23/2018	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-1/24/18		02/23/2018	20.74



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-1/31/18		02/23/2018	20.74
Account 53920 - Laundry and Other Sanitation Services	Totals		4	\$94.26
Account 53990 - Other Services and Charges				
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services Contract-Snow Event	BC 2017-80	02/23/2018	1,420.00
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services Contract-Snow Event	BC 2017-80	02/23/2018	1,420.00
	Account 53990 - Other Services and Charges	Totals	2	\$2,840.00
	Program 200000 - Main	Totals	24	\$13,237.03
	Department 20 - Street	Totals	24	\$13,237.03
	Fund 451 - Motor Vehicle Highway(S0708)	Totals	24	\$13,237.03
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-batteries-1 pk		02/23/2018	14.99
	Account 52110 - Office Supplies	Totals	1	\$14.99
Account 52340 - Other Repairs and Maintenance				
3397 - Evens Time, INC	26-Walnut St Garage-repair damaged monitor		02/23/2018	400.00
	Account 52340 - Other Repairs and Maintenance	Totals	1	\$400.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19- 4th Street Garage- water/sewer bill January 2018		02/23/2018	38.91
208 - City Of Bloomington Utilities	19- Morton Street Garage-water/sewer bill January		02/23/2018	27.48
	Account 53530 - Water and Sewer	Totals	2	\$66.39
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-March 2018 Garage rent		02/23/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-March 2018 garage rent		02/23/2018	36,405.49
	Account 53840 - Lease Payments	Totals	2	\$55,165.47
	Program 260000 - Main	Totals	6	\$55,646.85
	Department 26 - Parking	Totals	6	\$55,646.85
	Fund 452 - Parking Facilities(S9502)	Totals	6	\$55,646.85
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52420 - Other Supplies				
1838 - Verizon Wireless	14-Pkg Enf.-phone charges & phones- 12/24/17-		02/23/2018	213.98
	Account 52420 - Other Supplies	Totals	1	\$213.98
Account 53210 - Telephone				
1838 - Verizon Wireless	14-Pkg Enf.-phone charges & phones- 12/24/17-		02/23/2018	198.12
	Account 53210 - Telephone	Totals	1	\$198.12



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 020000 - Main Totals			2	<u>\$412.10</u>
Department 02 - Public Works Totals			2	<u>\$412.10</u>
Fund 454 - Alternative Transport(S6301) Totals			2	<u>\$412.10</u>
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
50944 - Carqill Deicing Techno	20-de-icing salt-216.89 tons-2/1/18	BC 2017-30	02/23/2018	17,338.19
50944 - Carqill Deicing Techno	20-de-icing salt-50.94 tons-1/24/18	BC 2017-30	02/23/2018	4,072.15
50944 - Carqill Deicing Techno	20-de-icing salt-209.30 tons-1/23/18	BC 2017-30	02/23/2018	16,731.45
50944 - Carqill Deicing Techno	20-de-icing salt-54.11 tons-1/24/18	BC 2017-30	02/23/2018	4,325.56
50944 - Carqill Deicing Techno	20-de-icing salt-125.23 tons-1/25/18	BC 2017-30	02/23/2018	10,010.88
50944 - Carqill Deicing Techno	20-de-icing salt-167.43 tons-1/29/18	BC 2017-30	02/23/2018	13,384.36
50944 - Carqill Deicing Techno	20-de-icing salt-203.07 tons-1/26/18	BC 2017-30	02/23/2018	16,233.43
50944 - Carqill Deicing Techno	20-de-icing salt-23.69 tons-1/30/18	BC 2017-30	02/23/2018	1,893.78
50944 - Carqill Deicing Techno	20-de-icing salt-241.33 tons-1/31/18	BC 2017-30	02/23/2018	19,291.93
50944 - Carqill Deicing Techno	20-de-icing salt-176.49 tons-2/1/18	BC 2017-30	02/23/2018	14,108.61
50944 - Carqill Deicing Techno	20-de-icing salt-324.82 tons-2/2/18	BC 2017-30	02/23/2018	25,966.11
50944 - Carqill Deicing Techno	20-de-icing salt-229.50 tons-2/5/18	BC 2017-30	02/23/2018	<u>18,346.24</u>
Account 52330 - Street , Alley, and Sewer Material Totals			12	<u>\$161,702.69</u>
Account 53990 - Other Services and Charges				
6247 - Transmap Corporation	20-Pavement Cond. Survey /Sign Assessment-Inv	BC 2017-89	02/23/2018	<u>22,755.44</u>
Account 53990 - Other Services and Charges Totals			1	<u>\$22,755.44</u>
Account 54310 - Improvements Other Than Building				
4506 - TAPCO (Traffic and Parking Control Co INC)	13-Traffic Calming (Bike/Ped traffic materials)-		02/23/2018	<u>5,870.42</u>
Account 54310 - Improvements Other Than Building Totals			1	<u>\$5,870.42</u>
Program 020000 - Main Totals			14	<u>\$190,328.55</u>
Department 02 - Public Works Totals			14	<u>\$190,328.55</u>
Fund 601 - Cum Cap Development(S2391) Totals			14	<u>\$190,328.55</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19- Sanitation Dept-water/sewer bill January 2018		02/23/2018	<u>117.14</u>
Account 53530 - Water and Sewer Totals			1	<u>\$117.14</u>
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 1/3-2/2/18		02/23/2018	<u>418.49</u>
Account 53540 - Natural Gas Totals			1	<u>\$418.49</u>



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-1/31/18		02/23/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-2/7/18		02/23/2018	7.49
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-2/7/18		02/23/2018	31.87
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-1/31/18		02/23/2018	31.87
Account 53920 - Laundry and Other Sanitation Services Totals			4	<u>\$78.72</u>
Program 160000 - Main Totals			6	<u>\$614.35</u>
Department 16 - Sanitation Totals			6	<u>\$614.35</u>
Fund 730 - Solid Waste (\$6401) Totals			6	<u>\$614.35</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
1548 - Safety Shoe Distributors, INC	10-Safety Shoes-Samuelson, Lahle, Destinee		02/23/2018	271.00
Account 52430 - Uniforms and Tools Totals			1	<u>\$271.00</u>
Account 53130 - Medical				
5916 - Phillip D Capps	10-CDL physical reimbursement 2018		02/23/2018	90.00
6359 - Jerry D McIntire	10-CDL physical reimbursement 2018		02/23/2018	90.00
6236 - Brandon L Prince	10-CDL physical reimbursement 2018		02/23/2018	85.00
3861 - Brian D Robertson	10-CDL physical reimbursement 2018		02/23/2018	100.00
5992 - Danny L Wall	10-CDL physical reimbursement 2018		02/23/2018	85.00
Account 53130 - Medical Totals			5	<u>\$450.00</u>
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC	12-TTD Wages (B Hash) - 1/30-2/9/18		02/14/2018	934.56
Account 53420 - Worker's Comp & Risk Totals			1	<u>\$934.56</u>
Program 100000 - Main Totals			7	<u>\$1,655.56</u>
Department 10 - Legal Totals			7	<u>\$1,655.56</u>
Fund 800 - Risk Management(S0203) Totals			7	<u>\$1,655.56</u>
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-Jan 2018 Cigna Dental/Vision Admin		02/23/2018	2,152.50
3977 - Cigna Health & Life Insurance Company	12-Feb2018 Cigna Dental & Vision Admin \$8,896.38		02/23/2018	2,152.50
18539 - Life Insurance Company Of North America	12-Jan2018 LINA \$33,306.04		02/23/2018	4,141.20
Account 53990 - Other Services and Charges Totals			3	<u>\$8,446.20</u>
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-Jan2018 LINA \$33,306.04		02/23/2018	6,471.44



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Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990.1278 - Other Services and Charges Disability LTD Totals		1	\$6,471.44
	Program 120000 - Main Totals		4	\$14,917.64
	Department 12 - Human Resources Totals		4	\$14,917.64
	Fund 801 - Health Insurance Trust Totals		4	\$14,917.64
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	17 - pens, paper, note pads and markers		02/23/2018	49.40
	Account 52110 - Office Supplies Totals		1	\$49.40
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-tires		02/23/2018	550.50
4693 - Monroe County Tire & Supply, INC	17-tires		02/23/2018	146.50
	Account 52230 - Garage and Motor Supplies Totals		2	\$697.00
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-oil and fluids		02/23/2018	81.69
613 - Hoosier Penn Oil Company, INC	17-oil and fluids		02/23/2018	909.38
177 - Indiana Oxygen Co	17 - propane for fork lift		02/23/2018	7.75
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		02/23/2018	18,976.11
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		02/23/2018	19,672.61
	Account 52240 - Fuel and Oil Totals		5	\$39,647.54
Account 52320 - Motor Vehicle Repair				
51827 - Fire Service, INC	17 - repairs to 391 labor & parts		02/23/2018	645.06
4877 - Asher Group, INC	17-#416 installation of engine, fluid-parts & labor		02/23/2018	656.75
409 - Black Lumber Co INC	17-misc parts		02/23/2018	5.99
409 - Black Lumber Co INC	17-misc parts		02/23/2018	27.98
244 - Bloomington Ford, INC	17-#942 ALTERNATOR		02/23/2018	180.86
244 - Bloomington Ford, INC	17 - core deposit credit		02/23/2018	(300.00)
244 - Bloomington Ford, INC	17-misc parts		02/23/2018	650.00
244 - Bloomington Ford, INC	17-#494 dipstick tube		02/23/2018	49.80
244 - Bloomington Ford, INC	17-#L135 bracket		02/23/2018	64.97
244 - Bloomington Ford, INC	17-misc parts		02/23/2018	88.82
244 - Bloomington Ford, INC	17-misc parts		02/23/2018	8.99
244 - Bloomington Ford, INC	17-misc parts		02/23/2018	218.98
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 bobcat bucket		02/23/2018	989.00
4335 - Circle Distributing, INC	17-misc parts		02/23/2018	14.97
5792 - Clark Truck Equipment Co., INC	17-#4211 conveyor chain and shields		02/23/2018	1,291.20
5792 - Clark Truck Equipment Co., INC	17-#409 plow wiring harness, module		02/23/2018	469.80



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Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5792 - Clark Truck Equipment Co., INC	17-#430 jack assy		02/23/2018	597.71
594 - Curry Auto Center, INC	17-misc parts		02/23/2018	62.29
594 - Curry Auto Center, INC	17-misc parts		02/23/2018	149.33
594 - Curry Auto Center, INC	17-misc parts		02/23/2018	67.22
5465 - Emergency Radio Service LLC (ERS-OCI	17-stk bulbs		02/23/2018	65.50
51827 - Fire Service, INC	17-#338 seatbelt assy		02/23/2018	331.80
51827 - Fire Service, INC	17 - #340 - parts & labor for outsdie repair		02/23/2018	26,909.93
455 - Industrial Service & Supply, INC	17-misc parts		02/23/2018	279.10
455 - Industrial Service & Supply, INC	17-misc parts		02/23/2018	108.90
796 - Interstate Battery System of Bloomington, INC	17-batteries		02/23/2018	64.00
796 - Interstate Battery System of Bloomington, INC	17-batteries		02/23/2018	481.63
394 - Kleindorfer Hardware & Variety	17 - misc parts		02/23/2018	3.52
394 - Kleindorfer Hardware & Variety	17-misc parts		02/23/2018	4.24
394 - Kleindorfer Hardware & Variety	17-misc parts		02/23/2018	37.98
394 - Kleindorfer Hardware & Variety	17-misc parts		02/23/2018	32.00
2974 - MacAllister Machinery Co, INC	17-#466 tube kit		02/23/2018	129.31
53385 - O'Reilly Automotive Stores, INC	17 - #423 FRONT SHOCKS		02/23/2018	100.28
53385 - O'Reilly Automotive Stores, INC	17-core return (15701)		02/23/2018	(18.00)
54351 - Sternberg, INC	17-misc parts		02/23/2018	81.73
54351 - Sternberg, INC	17-misc parts		02/23/2018	71.43
54351 - Sternberg, INC	17-misc parts		02/23/2018	78.42
54351 - Sternberg, INC	17-misc parts		02/23/2018	10.85
54351 - Sternberg, INC	17-misc parts		02/23/2018	21.14
54351 - Sternberg, INC	17-#441 fuel tank, straps and insulators		02/23/2018	1,653.35
54351 - Sternberg, INC	17-#441 fuel fitting and pressure valve		02/23/2018	9.77
54351 - Sternberg, INC	17-#441 fuel fitting and pressure valve		02/23/2018	67.30
4141 - Tennant Sales & Service Company	17-#206 seal kit		02/23/2018	109.70
4141 - Tennant Sales & Service Company	17-#206 brushes, filter, hose		02/23/2018	1,203.68
622 - Truck Country of Indiana, INC (Stoops	17 - 17-#446 air tanks, mounting straps		02/23/2018	676.83
622 - Truck Country of Indiana, INC (Stoops	17-#4211, 4461 leaf springs and hardware		02/23/2018	2,723.08
622 - Truck Country of Indiana, INC (Stoops	17-#948 compressor and gaskets		02/23/2018	984.16
622 - Truck Country of Indiana, INC (Stoops	17-#423 leaf spring pins		02/23/2018	171.12
4606 - Truck Service, INC	17-#4211,4461 spring pins		02/23/2018	233.16
4606 - Truck Service, INC	17-#423 leaf springs, ubolts		02/23/2018	1,300.34
4398 - TruckPro Holding Corporation	17-#446 power divider switch		02/23/2018	42.19
54917 - Vans Carburetor & Electric, INC (Vans	17-connectors		02/23/2018	27.00
54917 - Vans Carburetor & Electric, INC (Vans	17-#4221/stk step lights		02/23/2018	50.10
2096 - West Side Tractor Sales Co.	17-#656 REPLACE TRACKS-PARTS & LABOR		02/23/2018	70.30



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Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
2096 - West Side Tractor Sales Co.	17 - 623 install treans outside service labor & parts		02/23/2018	17,576.50
2096 - West Side Tractor Sales Co.	17 - #454 sealing ring		02/23/2018	13.16
Account 52320 - Motor Vehicle Repair Totals			56	\$61,645.22
Account 52420 - Other Supplies				
177 - Indiana Oxygen Co	17 - gases, tools for welding and torches		02/23/2018	94.55
2974 - MacAllister Machinery Co, INC	17-#430 bolt and seal		02/23/2018	153.10
244 - Bloomington Ford, INC	13-New fleet vehicle-white police interceptor		02/23/2018	29.00
Account 52420 - Other Supplies Totals			3	\$276.65
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maintenance- water/sewer bill January 2018		02/23/2018	115.10
Account 53530 - Water and Sewer Totals			1	\$115.10
Account 53620 - Motor Repairs				
51827 - Fire Service, INC	17 - repairs to 391 labor & parts		02/23/2018	1,840.00
4877 - Asher Group, INC	17-#416 installation of engine, fluid-parts & labor		02/23/2018	2,100.00
4046 - Heritage-Crystal Clean, INC	17-misc services		02/23/2018	546.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		02/23/2018	250.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		02/23/2018	75.00
2096 - West Side Tractor Sales Co.	17 - 623 install treans outside service labor & parts		02/23/2018	2,880.00
Account 53620 - Motor Repairs Totals			6	\$7,691.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels		02/23/2018	86.63
19171 - Aramark Uniform & Career Apparel Group,	17 - Uniforms, mats and towels		02/23/2018	13.32
Account 53920 - Laundry and Other Sanitation Services Totals			2	\$99.95
Program 170000 - Main Totals			76	\$110,221.86
Department 17 - Fleet Maintenance Totals			76	\$110,221.86
Fund 802 - Fleet Maintenance(\$9500) Totals			76	\$110,221.86
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Jan 2018 Cigna Dental/Vision Admin		02/23/2018	6,799.96
3977 - Cigna Health & Life Insurance Company	12-Feb2018 Cigna Dental & Vision Admin \$8,896.38		02/23/2018	6,743.88
Account 53990.1241 - Other Services and Charges Vision Totals			2	\$13,543.84
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM		02/13/2018	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/13/2018	146.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/13/2018		02/14/2018	213.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/15/2018	205.00



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Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			4	\$594.60
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM		02/13/2018	192.31
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	\$192.31
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-Jan2018 LINA \$33,306.04		02/23/2018	14,349.50
Account 53990.1273 - Other Services and Charges Term Life Totals			1	\$14,349.50
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-Jan2018 LINA \$33,306.04		02/23/2018	8,343.90
Account 53990.1277 - Other Services and Charges Disability STD Totals			1	\$8,343.90
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/13/2018	103.33
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/13/2018		02/14/2018	854.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		02/15/2018	315.53
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			3	\$1,273.57
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util				
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM		02/13/2018	90.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals			1	\$90.00
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018		02/15/2018	16,261.37
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$16,261.37
Program 120000 - Main Totals			14	\$54,649.09
Department 12 - Human Resources Totals			14	\$54,649.09
Fund 804 - Insurance Voluntary Trust Totals			14	\$54,649.09
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
223 - Duke Energy	13-Allen & Walnut St. Light Install (Part of	BC 2018-03	02/23/2018	2,131.37
	Account 54510 - Other Capital Outlays Totals		1	\$2,131.37
	Program 06016A - 2016 A Signal Modernization Totals		1	\$2,131.37
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	15-Henderson St Sidepath-Inv. date 1/26/18	BC 2017-26	02/23/2018	19,318.75
7059 - Eagle Ridge Civil Engineering Services, LLC	15-Winslow Ave Sidepath-Inv. date 1/26/18	BC 2017-27	02/23/2018	3,284.75
	Account 54310 - Improvements Other Than Building Totals		2	\$22,603.50
	Program 06016D - 2016 D Multi Use Paths Totals		2	\$22,603.50
Program 06016G - 2016 G Sanitation Carts				



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Invoice Date Range 02/13/18 - 02/23/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 54510 - Other Capital Outlays				
5697 - Cascade Engineering, INC	16-trash carts-400 w/lids		02/23/2018	13,800.00
	Account 54510 - Other Capital Outlays Totals		1	\$13,800.00
	Program 06016G - 2016 G Sanitation Carts Totals		1	\$13,800.00
	Department 06 - Controller's Office Totals		4	\$38,534.87
	Fund 978 - City 2016 GO Bond Proceeds Totals		4	\$38,534.87
			290	\$725,908.62



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Bank Fees December 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC12-17	06-Bank Fees for Dec 2017	Paid by EFT # 21541		01/31/2018	01/31/2018	01/31/2018		01/31/2018	5.00
Account 53830 - Bank Charges Totals										\$5.00
Program 010000 - Main Totals										\$5.00
Department 01 - Animal Shelter Totals										\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC12-17	06-Bank Fees for Dec 2017	Paid by EFT # 21541		01/31/2018	01/31/2018	01/31/2018		01/31/2018	16.64
Account 53830 - Bank Charges Totals										\$16.64
Program 020000 - Main Totals										\$16.64
Department 02 - Public Works Totals										\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC12-17	06-Bank Fees for Dec 2017	Paid by EFT # 21541		01/31/2018	01/31/2018	01/31/2018		01/31/2018	5.00
Account 53830 - Bank Charges Totals										\$5.00
Program 060000 - Main Totals										\$5.00
Department 06 - Controller's Office Totals										\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC12-17	06-Bank Fees for Dec 2017	Paid by EFT # 21541		01/31/2018	01/31/2018	01/31/2018		01/31/2018	5.00
Account 53830 - Bank Charges Totals										\$5.00
Program 130000 - Main Totals										\$5.00
Department 13 - Planning Totals										\$5.00
Fund 101 - General Fund (S0101) Totals										\$31.64
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-Grp Fees 12-1	06-Bank Fees for Dec 2017	Paid by EFT # 21540		01/31/2018	01/31/2018	01/31/2018		01/31/2018	1,560.43
Account 53830 - Bank Charges Totals										\$1,560.43
Program 260000 - Main Totals										\$1,560.43
Department 26 - Parking Totals										\$1,560.43
Fund 452 - Parking Facilities(S9502) Totals										\$1,560.43
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC12-17	06-Bank Fees for Dec 2017	Paid by EFT # 21541		01/31/2018	01/31/2018	01/31/2018		01/31/2018	8.31
Account 53830 - Bank Charges Totals										\$8.31
Program 020000 - Main Totals										\$8.31
Department 02 - Public Works Totals										\$8.31
Fund 454 - Alternative Transport(S6301) Totals										\$8.31
Grand Totals										\$1,600.38



Board of Public Works Claim Register

Invoice Date Range 02/07/18 - 02/07/18

Utility Batch 02-07-18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178801-18	02-Radio Circuits-phone charges 12/29/17-	Paid by Check # 67320		02/07/2018	02/07/2018	02/07/2018		02/07/2018	150.64
Account 53210 - Telephone Totals								Invoice Transactions 1		\$150.64
Program 020000 - Main Totals								Invoice Transactions 1		\$150.64
Department 02 - Public Works Totals								Invoice Transactions 1		\$150.64
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226101-18	28-phone charges 12/20/17-1/19/18-#812	Paid by Check # 67321		02/07/2018	02/07/2018	02/07/2018		02/07/2018	5,546.95
Account 53210 - Telephone Totals								Invoice Transactions 1		\$5,546.95
Program 280000 - Main Totals								Invoice Transactions 1		\$5,546.95
Department 28 - ITS Totals								Invoice Transactions 1		\$5,546.95
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 2		\$5,697.59
Grand Totals								Invoice Transactions 4		\$5,697.59

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/31/2018	Bank Fees				1,600.38
2/23/2018	Claims				725,908.62
2/7/2018	Sp Utility Cks				5,697.59
	Woodlawn Ave				
	Month Of February HSA/WorkComp/MT & Gym/CIGNA				
					<u><u>733,206.59</u></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 \$ 733,206.59

Dated this _____ day of _____ year of 20_____.

I herby 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 _____