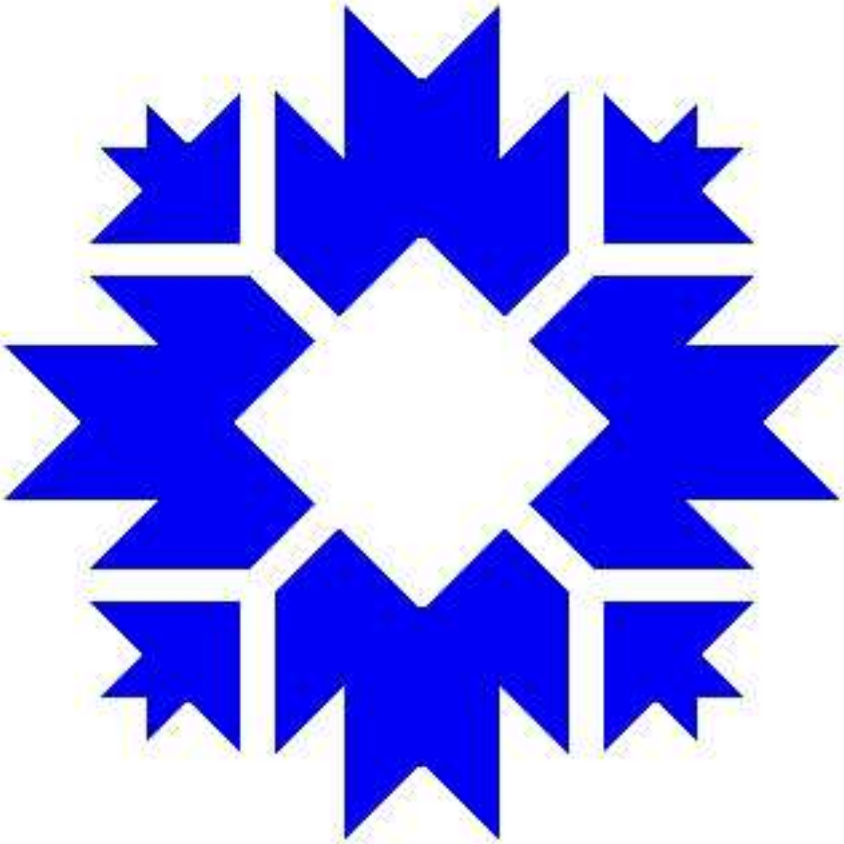
Board of Public Works Meeting

June 4, 2013



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, June 4, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – May 21, 2013

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

1. **Request from Urbanhospitality 1, LLC to Close a Portion of W. 9th Street for Construction of Springhill Suites Hotel**

VII. NEW BUSINESS

1. **Request Permission to Use Public Parking Spaces for Placement of Dumpster for Residential Move Outs and Move Ins by Smallwood Plaza (7/20 thru 9/2)**

2. **Resolution 2013-46: Use of Public Right of Way to Conduct Street Crossing-Decision Making in Low Vision Study by Indiana University School of Optometry**

3. **Resolution 2013-47: Use of Public Street for Block Party by Diamond Gardens Neighborhood (Saturday, 8/3)**

4. **Resolution 2013-48: Request to Encroach into Public Right of Way with Sign by Buskirk-Chumley Theater**

5. **Resolution 2013-49: Use of Public Street for Kirkwood's Rockin' for Riley Event by Indiana University Dance Marathon (Monday, 9/2)**

6. **Resolution 2013-50: Allow Itinerant Merchant to Operate in Public Right of Way (Mother Bear's Pizza)**

7. **Resolution 2013-51: Allow Itinerant Merchant to Operate in Public Right of Way (Pedalers Ice Cream)**

8. **Award Contract for W. 3rd Street Median Landscape Project**

9. **Request Permission to Seek Quotes for Maxwell Lane Sidewalk Project**

10. **Resolution 2013-52: Permission for Special Purchase; and Award Contract to Install Fiber Optic Cable**

VIII. STAFF REPORTS & OTHER BUSINESS
IX. APPROVAL OF CLAIMS
X. ADJOURNMENT

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, May 21, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

ROLL CALL

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

City Staff: Susie Johnson - Public Works Director
Justin Wykoff – Engineering
Rick Alexander – Engineering
Mike Arnold – HAND
Rick Routon - ITS
Miah Michaelsen - ESD
Jackie Moore – City Legal
Chris Smith – Public Works
Laurel Archer – Public Works

MESSAGES FROM BOARD MEMBERS

None

APPROVAL OF MINUTES

McNamara made a motion to approve minutes from May 7th, 2013. Hrisomalos seconded the motion. The motion passed. Minutes from May 7th have been approved as submitted.

PETITIONS & REMONSTRANCES

None

TITLE VI ENFORCEMENT

None

HEARINGS FOR NOISE APPEALS

None

OLD BUSINESS

NEW BUSINESS

Request to Uphold Order to Repair and Seal Unsafe Structure at 1506 N. Kinser Pike

Mike Arnold from HAND introduced himself. He stated this property is at 1506 N. Kinser Pike. This structure has had a tarp on the roof for six to eight months. On the north end of the structure there is a large hole in the roof and the tarp has fallen off. On the front part of the structure on the south end there is another hole.

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They are past the deadline to Seal or Repair as of April 30th. City Legal did send the property owner a letter telling the owner they were past the deadline. City Legal gave them until May 20, 2013 to comply and they have not repaired the roof, though the windows have been sealed. HAND requested permission to abate the problems with the roof, which will eliminate the tarp and repair the holes in the roof.

Zietlow asked how this would be done. Arnold stated they would contract with someone to do the roofing. The tarp does not meet the requirement of Title 17, so HAND would request something more significant be done.

Hrisomalos asked if there had been any comment from the owner. Arnold stated they sent out the Orders to Repair and Seal on February 7th and spoke to the owner on February 12th when it was explained to him that the tarp did not meet the requirements for Title 17. HAND has heard nothing from the owner since then.

Zietlow asked if the roof would be replaced. Arnold stated not the entire roof, only the deteriorated places.

Hrisomalos asked if a lien would be placed on the property. Arnold stated the owner would be billed, and if it were not paid then a lien would be placed on the property.

McNamara made a motion that the Order to Repair and Seal Unsafe Structure at 1506 N. Kinser Pike be upheld and staff be authorized to abate Title 17 violation. Hrisomalos seconded the motion. The motion passed.

Request from Urban Hospitality 1, LLC to Close a Portion of W. 9th Street for Construction of Springhill Suites Hotel

Alexander stated the petitioner is Paul Pruett, the Developer, as well as representatives from Shiel Sexton, Greg Carr and Ross Dalton. Their request is to close a portion of 9th Street, mid block, between College and Morton. Springhill Suites is being constructed across the street from City Hall at Morton, 9th and College. In order to accomplish construction the developer would like to set a crane on 9th Street that would stay until August 30th. When the crane is in place it has a footprint of 25 feet. There is only 30 feet from the south edge of the building to the curb on the south side of 9th Street. The only other option is to install a tower crane. A tower crane would have to have a concrete base poured, a transformer from Duke Energy run to it, and then built in place. It would have to reach the entire site. Installing a tower crane would be significantly more work and time consuming. Both Smallwood and Bubs adjoin the hotel on the 9th Street side. Smallwood has a retail entrance on 9th Street, and Bub's uses 9th Street for access for their deliveries and trash removal/storage facility. The crane will be placed mid block between

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the two doors on 9th Street. On the Morton end is will be recessed so it can be accessed from Morton. There would be appropriate signage at the College end at 9th & College indicating the road is closed but access to the Smallwood Building would remain open. Pedestrian traffic along the south side of 9th Street would not be affected. Matt Frye from Bub's stated he is okay with the construction, and understands what is going on. He does not have a problem with the closing and will still be able to access his storage area. Smallwood's residential access egress/ingress in on Morton so would not be affected. The commercial entrance on 9th Street would be affected.

Alexander added the City Engineer has required a $10,000 performance bond to cover any potential damage that might occur to 9th Street and to assure it will be rebuilt to the City's satisfaction. Staff recommended approval of the closure.

Paul Pruett, principle owner of Urban Hospitality One, introduced himself. He explained the reason he is coming to the Board now, and not before is because initially it was intended to set a crane on the north side of the property at the end of the alley, or possibly in Indiana University's parking lot north of the property. There were discussions with Indiana University which did not go well. Indiana University was in no way interested in putting a crane there. If 9th Street cannot be shut down for a couple of months so a crane can be placed so the structure can go up, then two tower cranes will need to be set. One would be placed at the corner of 9th & Morton and then also set one at the corner somewhere along College. College is problematic because of the large trees on IU's property to the north and the Smallwood building to the south. There would be a problem with swinging a crane around. The only real good option is to place the crane on 9th Street. The goal is to open in February of 2014. Pruett stated if he has to set two tower cranes up, then it will delay construction by 4 to 6 months. They would like to complete the construction by February for many reasons, mostly economic reasons, and also to be open before graduation of 2014. They would also like to get finished and out because there is so much construction going on in this general area. Pruett stated he understood Smallwood has student tenants and there is a lot of move in and out, and they hope to be out of the way so they don't disrupt their business anymore than possible.

Denise Haggard, Regional Manager for Barrett & Stokley, representing Smallwood introduced herself. Ms. Haggard stated she was not made aware of this plan until late last week. The concern of Smallwood is that there are at least 1200 people moving in and out during the time frame, July 25th through the end of August. Smallwood needs that street open. It will affect the traffic patterns

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around their building. Ms. Haggard was hoping a different alternative could be worked out. It will bring people into the retail garage to turn around. Smallwood didn't feel they were in the loop as far as communication about the plan. The building is not leased fully and with that street closed it might affect the ability to lease the building which will cause financial stress and pressure.

Zietlow asked why, if the City owns the alley, it could not be recommended to be used. Alexander stated the alley is only 12 feet wide and the crane takes up 25 feet. Alexander continued by stating had there been a different relationship with Indiana University at the beginning of the project, it might have been possible, but part of it would still have to straddle part of the IU parking lot.

Zietlow stated this alternative would have the least affect on the community and wondered if there might be a way to communicate with IU, and ask if they could participate in helping out the community. Alexander stated he did have a conversation with IU and they were pretty adamant about the entire space to the north.

Denise Haggard explained there will be large moving trucks routed around if that street is closed. Also, this could hinder the leasing of the retail space, and didn't feel it fair to put Smallwood on the spot to try to accommodate this plan.

Zietlow stated she certainly understood the dilemma of the construction people. Haggard stated they are sympathetic to that as well, and their proposal would be to close the street now and move around to the College Avenue portion just from the time period of July 25 to IU's start date of August 26th.

Alexander stated as soon as he found out about this plan he did contact Lauren, Denise's associate, through e-mails. Alexander stated he has tried to keep them advised of what was going on and although e-mails had been exchanged, he had never received either a positive or negative response from them as far as yes, they were in favor, or no they were not.

Johnson suggested given Smallwood’s concern about not being brought into the loop, and if Paul were amendable to this that a decision be tabled for two weeks so further discussions can take place.

Greg Carr, Sheil Sexton general contractor, introduced himself. He gave the Board the technical aspect of the project. He stated due to construction principals and the design of the building it was concluded last week that a 65 ton crane would be needed to reach all

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the site. The construction has to flow from the westside to the east around, it can't just go up in one spot, the whole floor must go up, then the next floor, and the next. There will be 175 feet of boom which is what it is going to take, and it has to swing.

Alexander wondered if it would be possible to collapse the crane on the weekend. Carr stated that could be done. It could be moved and parked inside the fence.

Hrisomalos asked how many days would be needed. Carr stated at least five days a week until Indiana University starts is the schedule, and that doesn't count any rain events or anything else going wrong.

McNamara asked if there was parking along the street. Alexander stated there was not parking and it is a one way street. Under normal conditions there is parking on the south side.

Zietlow asked Smallwood if it would be acceptable to remove the crane on the weekends. Haggard stated it was the first time Smallwood has heard the proposal. Haggard stated it would help, but there would be people moving in during the week, so the benefit would be limited. Haggard stated if that is all they can get it would help. It will be very busy between August 9th through IU's start date. There will be moving trucks in and out of the building from 6:00 a.m. through 10:00 p.m.

McNamara was wondering why a detour would cause trouble. Haggard stated it would cause confusion for residents with regard to the traffic patterns and the confusion with people having to turn around in their retail garage. Haggard stated it if were any other time of the year, it would be fine, they are excited to have the hotel as their neighbor.

Hrisomalos wondered if they could start tomorrow and work for two months, and/or, if that cannot be done to postpone the decision until there is more time for a plan to be worked out.

Johnson stated it sounded to her after hearing Mr. Carr, that even if it could be negotiated with Indiana University, that setting the crane at that location would not allow them the reach that they need. Pruett stated it would be too far a reach. Carr stated they do plan to begin work tomorrow, May 22nd. Hrisomalos asked if they need two months. Pruett stated it would take through most of August. Pruett added if they can pick up time they will. He stated they would do everything possible to be out by August 9th.
Alexander stated Smallwood has a 17 day critical window of time, and without weekends, that leaves 13 days that seem to be the tipping

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point. Zietlow wondered if for those 17 days if it would be possible to do something else. Pruett stated once this starts it has to keep going. Pruett stated if the road needs to open by the 9th, and then reclose the street at the end of the month then that is what they will do. Pruett stated the building will go up one way or another, he is just trying to do the project in the most efficient and quickest way possible. Carr added they could also pull in the legs at the end of the work day at 3:30 to give back the 9 foot lane if it would help.

Johnson felt the best solution was to allow Sheil Sexton to get started on their project the next two weeks, then come back in two weeks with a proposal that talks about when the road will be open to help Smallwood.

McNamara stated he would like to hear from the City Engineer about whether discussions in these general areas come up in Planning when projects are approved. Alexander stated there have been some internal discussions that Engineering would like to be involved earlier in the process so there is a better understanding of the needs of the developer. Zietlow added, and also the community, there are several needs with the project.

McNamara made a motion that the request from Urban Hospitality One LLC to close a portion of West 9th Street for construction of Springhill Suites Hotel be approved for the next two weeks at which time the Board will revisit. Hrisomalos seconded the motion. The motion passed. Board of approved closure of 9th Street for two weeks.

McNamara asked that staff keep the Board abreast individually as things develop over the next few weeks.

Resolution 2013-37: Action Regarding the Purchase of Right of Way for W. 17th Street Sidewalk Project

Wykoff stated Engineering has been working with the City Council Sidewalk Committee who elected in 2011/2012 to complete the design of the West 17th sidewalk project. The sidewalk will be placed on the south side of 17th Street between College and then proceed two blocks to the west over to Madison. There are 7 parcels of property that will need to be acquired for permanent and/or temporary right of way along West 17th Street.

Wykoff stated he would read into the record the Resolution to disclose eminent domain should it become necessary due to public need.

"Whereas, the City of Bloomington through its Board of Public Works ("City") intends to construct sidewalk on 17th Street between College Avenue and Madison Street (the "Project") in Bloomington,

Indiana; and

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

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

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

Wykoff reported there had been two meetings with the property owners and felt they went very well, there was great attendance, and he hopes the acquisition goes as well.

McNamara asked if the acquisition would be done in house. He stated it would be done in house with the assistance of Jackie Moore, City Legal.

City Council approved the funding out of the Sidewalk Program at their meeting in April. This will be a joint venture with City Utilities, as well, as they will be providing labor, and Public Works providing materials. This will help to bring the cost down. Later this summer or early Fall this project will go out to bid.

McNamara made a motion to approve Resolution 2013-37: Action Requiring the Purchase of Right of Way for West 17th Street Sidewalk Project. Hrisomalos seconded the motion. The motion passed. Resolution 2013-37 approved.

Resolution 2013-38: Use of Public Street for the IU Jacobs School of Music Summer Bank Concert Series (Wednesday, 6/26, 7/3, & 7/10)

Miah Michaelsen introduced herself. The IU Jacobs School of Music will be holding outdoor concerts on June 26, July 3, & July 10th this summer. They are requesting to be allowed to close Jordan Avenue between 3rd Street and Jordan Avenue Parking Garage. Having the street closed cuts down on vehicular noise, and parents do not have to worry so much about their children running out into traffic. The street would be closed between the hours of 6:45 and 8:15 p.m.

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Representatives from the adjacent venues (IU Cinema, Lee Norvelle Theatre & Drama Center) have been contacted about the closures. IU Police will be assisting with any traffic issues. These are family events which are free and open to the public. Staff supported the request.

Miah thought this was either the 3rd or 4th years for this event. Hrisomalos asked if there had been any problems in the past. Miah said no.

McNamara made a motion to approve Resolution 2013-38: Use of Public Streets for IU Jacobs School of Music Summer Band Concert Series, Wednesday, June 26, July 3rd and July 10th. Hrisomalos seconded the motion. The motion passed. Resolution 2013-38 approved.

Resolution 2013-39: Use of Public Streets for the City of Bloomington Parks & Recreation 4th of July Parade (Thursday, 7/4)

Miah explained there will be a parade on July 4th. The Parks & Recreation Department will be organizing the 4th of July parade. They are requesting the closure of streets beginning at 8:00 a.m. and reopen by noon. They are asking to close sections of 8th, College, Walnut, Kirkwood, and Indiana. This will also mean access to side streets will also be blocked during the parade. The mobile stage will need to be parked on Kirkwood in front of Fountain Square Mall on Tuesday. The stage will be removed by Friday, July 5th. Staff recommended approval. There have been no complaints about the parade in the past that staff is aware of.

Zietlow commented that it was the nicest route. Miah agreed that this route is pretty popular.

McNamara made a motion to approve Resolution 2013-39, Use of Public Street for the City of Bloomington Parks & Recreation 4th of July Parade on Thursday, July 4th. Hrisomalos seconded the motion. The motion passed. Resolution 2013-39 approved.

Resolution 2013-40: Use of Public Streets for Hoosier Outrun Cancer (Saturday, 9/28)

Miah explained this is the 14th annual Hoosiers Outrun Cancer and is scheduled for Saturday, September 28th and is sponsored by the IU Hospital Foundation. Most of this route is on the IU campus in the area of the stadium, but because some of it is on City streets it is brought to the Board. In 2012 there were more than 5100 participants, and more than $180,000 raised. BPD has issued a Parade Permit pending Board approval. Staff recommended approval. Miah added this is one of the biggest races in the area, and for a great cause.

McNamara made a motion to approve Resolution 2013-40: Use of Public Streets for Hoosiers Outrun Cancer on Saturday, September

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28, 2013. Hrisomalos seconded the motion. The motion passed. Resolution 2013-40 approved.

Resolution 2013-41: Use of Public Spaces for Salvation Army Donut Day (Saturday, 6/8)

Miah explained for several years the Salvation Army has handed out free donuts and coffee to the citizens of Bloomington as a thank you for community support of the organization. They are requesting to use two parking spaces on the west side of Morton Street at the intersection with 6th Street, just east of Charlotte's Plaza on the B-Line Trail. The request is for Saturday, June 8th. They will serve donuts and coffee from 8:00 a.m. until 11:00 a.m. Miah added this also includes a Noise Permit so that they may play music.

Zietlow asked where they get the donuts. Miah did not know.

McNamara made a motion to approve Resolution 2013-41: Use of Public Spaces for Salvation Army Donut Day on Saturday, June 8, 2013. Hrisomalos seconded the motion. The motion passed. Resolution 2013-41 approved.

Resolution 2013-42: Use of Public Streets for Eastside Bloomington Race for Literacy 5K Run/Walk (Saturday, 6/1)

Miah explained the eastside businesses are sponsoring a 5K Run/Walk known as the Race for Literacy on Saturday, June 1st. The proceeds for the run/walk will benefit the Teachers' Warehouse. Eastside Bloomington is requesting to close Covenanter at College Mall Road between 9:00 a.m. and 9:15 a.m., while participants line up to start the race and use of City streets for the event. BPD has issued the group a Parade Permit pending approval of the Board of Public Works. This is an event that has gone on for several years produced by the Eastside Businesses. Staff recommended approval.

Hrisomalos made a motion to approve Resolution 2013-42, Use of Public Streets for Eastside Bloomington Race for Literacy 5K Run/Walk on Saturday, June 1, 2013. McNamara seconded the motion. The motion passed. Resolution 2013-42 approved.

Resolution 2013-43: Use of Public Sidewalk and Parking Spaces for Indiana Limestone Art Fair (Friday, 6/7)

Miah explained this event is being produced by I Fell LLC which is the holding company for the building at the corner of 4th & Rogers. They are hosting an exhibit at the facility called the Art of Indiana Limestone. The group is requesting to utilize the parking spaces along the southern side of 4th Street from 510 4th Street to the intersection with Rogers Street to park food trucks and to set up artist spaces and exhibit spaces along the sidewalk along the southern side of 4th Street.. The sidewalk will be kept passable for pedestrians. They are also requesting a noise permit until midnight.

McNamara stated there are residents very close to this venue. Miah stated she felt Board of Public Works could put any limit on the

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Noise Permit that they wish. If the Board approves 10:00 p.m. that will be communicated. McNamara felt this best as not to set a precedent.

McNamara made a motion to approve Resolution 2013-43 Use of Public Sidewalk and Parking Spaces for Indiana Limestone Art Fair with Noise Permit ending at 10:00 p.m. on June 7, 2013. Hrisomalos seconded the motion. The motion passed. Resolution 2013-43 approved as amended.

Resolution 2013-44: Use of Public Right of Way for Art Sculpture at the Tapp Road Roundabout

Miah stated the City Parks & Recreation Department and the Bloomington Arts Commission have worked together to accept a donation of public art. It will be placed in the public right of way at the Tapp Road roundabout. This project is part of an initiative by the Parks Department to enhance the appearance of Bloomington's roundabouts. The Parks Department is also working on a landscaping plan for that area as well. Engineering has reviewed the plan and determined that the sculpture and its proposed location does not present any safety issues or site line challenges. The Arts Commission has already voted to accept the donation pending approval of the site by the Board of Public Works. Staff recommended approval.

McNamara asked who was the artist. Miah explained that staff was not sure. The donor is not sure who the artist is. What is known is that the art was produced at Woolery.

Zietlow asked if it is limestone. Miah stated it is limestone, approximately 6 feet tall and weighs about 6000 pounds. McNamara asked if it were permanent which Miah stated yes.

Hrisomalos asked if it had a name. Miah stated not that staff is aware. Hrisomalos thought a contest to name the artwork would be interesting. Miah concluded by stating staff is working on identifying the artist and the title of the artwork.

McNamara made a motion to approve Resolution 2013-44, Use of Public Right of Way for Art Sculpture at the Tapp Road Roundabout. Hrisomalos seconded the motion. The motion passed. Resolution 2013-44 approved.

After the vote, Hrisomalos asked if the sculpture would have lights. Miah stated it has been discussed and it would be nice.

Request for Noise Permits for City of Bloomington Parks and Recreation

Miah explained Bloomington Parks & Recreation is requesting Noise Permits for their 2013 Performing Arts Series which takes place in City parks as well as the courthouse lawn. Events in the Performing

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Arts Series include concerts, civic productions, movies and festivals.

2013 Performing Arts Series (5/7 thru 9/20)

Miah stated Greg Jacobs is the Community Program Coordinator with the Parks Department and he is in charge of coordinating all these events, including the musicians and sponsors.

Zietlow asked if they are paid. Miah stated she believed some of them are but was not sure if all of them are.

Miah stated all events are free and open to the public.

McNamara made a motion to approve Noise Permit for City of Bloomington Parks & Recreation 2013 Performing Arts Series, May 7th through September 20th. Hrisomalos seconded the motion. Motion passed. Noise Permits approved.

Request for Noise Permit for Bloomington Project School Fundraiser (Saturday, 6/1/)

Miah stated Project School will be holding an all school picnic and fundraiser at Waldron, Hill & Buskirk Park on Saturday, June 1st, between 10:00 a.m. and 4:00 p.m. The would like to play amplified music and have requested a noise permit.

Zietlow disclosed that she is a member of the Board of the Project School; however, that is not a pecuniary conflict.

McNamara made a motion to approve the request for Noise Permit for Bloomington Project School Fundraiser on Saturday, June 1, 2013. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Award Contract to Install Parking Access and Control Systems Resolution 2013-45

Johnson explained the Board is being asked to approve a contract with Evens Time to install gate equipment at Garage Art (4th Street) and Garage Band (7th & Walnut). Currently there is equipment at Garage Market (7th Street) and would like to expand on that equipment. Evens Time is the sole provider of that equipment for most of Indiana. The City has worked with Evens Time over the last several years with gate equipment and meters purchased. The relationship has been very good. Johnson recommended that the Board approved the Contract with Evens Time to install equipment in the garages in an amount not to exceed, $290,242.55. Johnson did state that John Evens of Evens Time could answer questions.

John Evens of Evens Times introduced himself. Zietlow asked what type of equipment they are installing. Evens stated it is Monomagan equipment. Evens explained this is a brand of equipment.

Johnson stated the end product will be that each of the garages will function very similar to Garage Market. If the person is a monthly

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permit holder they will have a proximity card to open the gate. The City will also be able to charge customers hourly without the use of meters. Customers will be able to use a credit card to pay as they exit the garage. They can also go to a pay station inside each of the garages if they choose to pay by cash. Johnson further explained what was heard when the stakeholder meetings were held, was that all the garages operate the same. The equipment used in Garage Market is very successful and easy to use. Evens Times provides good support when assistance is needed.

McNamara asked if you could only pay in lane to get out with a credit card. Johnson stated that was correct. If cash is used then a pay station will need to be used. Johnson stated it would be much more expensive to do pay in lane with cash, and bills can be problematic.

McNamara asked if parking is now monthly rather than leased yearly. Johnson stated it is billed monthly. McNamara asked if there would be a conversion process. Johnson stated there is some of the equipment in both of the garages. In the 4th Street Garage there is already a gate there. If you are a monthly permit holder you would use a proximity card to get to the upper decks. REI has been consulting with Evens Time to expand on that system. Also, in the Scotty's Garage there is a gate with a proximity card there for 24/7 monthly permit holders. Below the gate there are some monthlies that are 12/5. Those will be able to be managed more effectively.

McNamara asked if this meant the parking would be able to merge parking pools, as opposed to segregation of 24/7 and 12/5. Johnson stated absolutely.

Johnson stated most of the public will realize that they can pay with a credit card in the parking garages. For the City it will mean there will not be the need for tickets to be written in those garages because there will be no expired meters because it will pay as you leave.

Zietlow asked if this was part of past discussion before. Johnson stated it was part of the discussion and that is why staff decided to move forward with it now.

Johnson stated in summary what most of the public will realize is that they will be able to pay for their hourly parking in those garages with a credit card. For City staff there is a lot of additional management capabilities that will make revenue generation easier and planning will be easier. Johnson stated staff will be able to pull data to see how long hourlies are there, and it will reduce the number of tickets written in those garages. There will be no meters in the garages anymore, people will pay as they exit. Staff that has been ticketing in

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the garages will be reassigned to street duties.

McNamara asked what fund this would be paid from. Johnson stated it would be paid out of the loan that was approved last month.

Zietlow asked if this was a woman owned business. Johnson stated it is.

McNamara felt the consistency across garages is fantastic.

Zietlow asked what the procedure is when entering the garage. Johnson stated a ticket would be pulled.

McNamara made a motion that the Contract to Install Parking Lot Access and Control Systems be awarded to Evens Time in an amount not to exceed $290,242.55. Hrisomalos seconded the motion. The motion passed. Contract with Evens Time approved.

Johnson stated toward the end of the meeting that Resolution 2013-45 that goes along with Evens Time contract would need to be approved. It was not listed on the agenda but it is in the packet. McNamara made a motion to approve Resolution 2013-45 funding special purchase as appropriate in conjunction with parking access and control systems. Hrisomalos seconded the motion. The motion passed. Resolution 2013-45 was approved.

Award Contract for Purchase of Equipment and Installation of Video Surveillance System.

Johnson explained at the last meeting the Board approved a loan the was discussed by Sue West, City Controller. This equipment is part of that package. Johnson stated when staff met with stakeholder groups to talk about the metering of downtown and overall downtown parking issues, security in the garages was something discussed. The City would like to move forward with installing security surveillance cameras in all three of the garages. Staff has been advised what will be the best coverage possible in the garages. Johnson wanted to make clear, however, that not every square inch of each of every garage would be covered; it would be cost prohibitive, even if it were possible.

Johnson explained the City has consulted with NETech who provides security cameras for the Utility Department. NETech provides services for all card readers and interior doors at City Hall. They have provided the City with a multitude of security infrastructure. The City did receive two quotes to do a larger City wide project at some of the City's other buildings. NETech's quote was for $485,456.99. American Security submitted a quote for the large package of $1,471,920.73. The City is ready to move forward with a smaller portion of that larger bid and that is just in the garages with

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NETech.

Don Goldenetz, NETech, introduced himself. He explained NETech would be putting in IP cameras in each of the garages. There will be roughly 32 cameras in one garage, 38 in another, and 42 in another. The cameras will cover general areas, cars coming up and down ramps on each level, entrances, walking entrances off the elevator, etc. All the cameras will feed back to servers in City Hall to store the video. There will be a minimum of 30 days of storage. If events should happen there will be time to go back and review the video. It is IP which is the technology of the day. The cameras are also infrared so that in low light areas there will be better video. The cameras will not cover every square inch of the garages, but will give a good coverage so that if something were to happen in a corner of the garage you could still see people and cars as they come and go.

McNamara asked if IP meant web based. Goldenetz stated correct, and this is not the old coax analog, the images are better, and not grainy. McNamara asked if they would be featured or hidden. Goldenetz stated they would be featured. When they are featured it does act as a deterrent. McNamara asked if each camera would have storage for 30 days and if it were wireless transmission. Goldenetz stated yes, each camera would be stored for 30 days, and would be transmitted by fiber optics, using what already exists.

Hrisomalos asked if they would all be inside the garage. Goldenetz stated the majority of them would be inside, but there would be a couple looking out. Every garage will have a view of cars coming in and exiting. Hrisomalos asked about sidewalks. Goldenetz stated the purpose is interior but sidewalks near the entrances and exits could be seen.

Zietlow brought up if there would be more contracts for this project down the line. Johnson stated that was correct, and in two weeks the contract for fiber optic installation would be brought forward. Zietlow asked if there would be contract for the hand helds. Johnson stated that would be done through acquisition as there is a standing contract with that group.

McNamara stated he thinks it is great to continue the partnership with Evens Time and NETech. He added the difference between the two bids is impressive.

McNamara made a motion to award the contract for purchase of equipment and installation of video surveillance systems to NETech in an amount, not to exceed, $382,819.42. Hrisomalos seconded the motion. The motion passed. Security Camera Equipment purchased

awarded to NETech.

STAFF REPORTS & OTHER BUSINESS

Chris Smith, Public Works, read into the record the following Outdoor Seating Permits that the Board will be asked to sign.

Serendipity, 201 S. College Avenue, Permit #13-011
Oliver Winery Downtown, 105 N. College Avenue, Permit #13-012
Bloomington Bagel Company 113 N. Dunn, Permit #13-013
Bloomington Bagel Company, 238 N. Morton, Permit #13-014
Taco Rocket, 306 N Walnut, Permit #13-015
Laughing Planet Café, 322 E. Kirkwood Avenue, Permit #13-016

APPROVAL OF CLAIMS

McNamara moved to approve claims. Hrisomalos seconded the motion. The motion passed. Claims were approved.

ADJOURNMENT

McNamara made motion to adjourn. Hrisomalos seconded the motion. Meeting adjourned at 7:00 p.m.

Accepted by:

_____
Charlotte Zietlow, President

_____
James McNamara, Vice President

_____
Dr. Frank N. Hrisomalos, Secretary

Date: Attest to:

DRAFT

Board of Public Works
Staff Report

Project/Event: Request to close 9th Street at College Ave

Staff Representative: Rick Alexander

Petitioner/Representative: Shiel Sexton/Greg Carr

Date: June 4, 2013

Report: At the last BPW meeting, the board heard the request by Shiel Sexton Contractors to close West 9th between College and Morton for construction of the Springhill Suites Hotel. They had asked to close 9th until August 30th in order to continue the process of adding floors to the building with the use of a large crane. Representatives from the Smallwood Apartment Building voiced their concerns about how this work might affect their tenants who will be moving in for the fall semester. The Board granted a 2 week closure and asked both parties to discuss a potential compromise before considering further action.

Recommendation and Supporting Justification: Both Smallwood and Bub's are affected by the construction of the hotel as they are the two properties on the south side of 9th Street. Matt Frye, owner of Bub's, has sent an email that he can accept the closure and has worked things out with Shiel Sexton. At this writing, I have only heard that both Smallwood and Shiel Sexton were attempting to contact each other. Having seen the crane in operation now for over a week, I can understand the need for the closure. Each floor will require 17 deliveries that must be set in place by the crane which moves around depending on the location of the steel pieces that need to be set next. Staff recommends approval of the original request to close the road to thru traffic allowing access to the Smallwood garage.

Recommend ☒ **Approval** ☐ **Denial by** _____

By: alexandr
30 May 13

100 0 100 200 300

N

City of Bloomington
Engineering

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Request to place a dumpster on West 8th during student move-ins.

Staff Representative: Rick Alexander

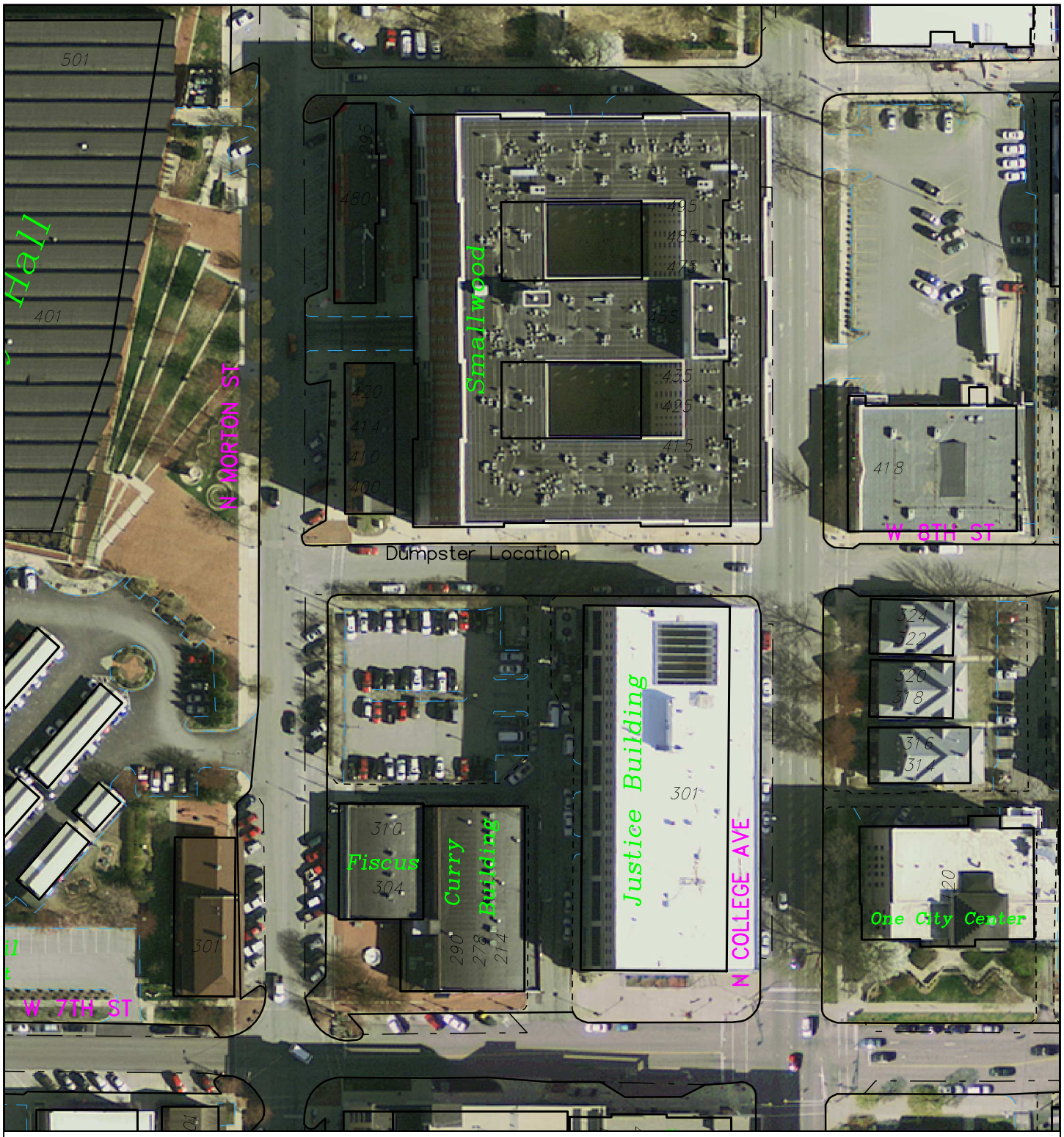
Petitioner/Representative: Smallwood/Rick Alexander

Date: June 4th, 2013

Report: Smallwood manager, Lauren LeTrello, has asked that Smallwood be allowed to place a dumpster on West 8th near Morton Street from July 20th until September 5th. They have come to the board every year with a similar request. Last year we asked them to cut the time down by a few days. They have asked to go back to the schedule they had the previous year.

Recommendation and Supporting Justification: The Smallwood team has always done a very good job of moving in their next group of tenants. They have developed a system that works well. Staff recommends approval of the request with one condition: All parking meters blocked by this dumpster shall be paid in full during hours of enforcement. Payment arrangements shall be made with the City's Parking Enforcement Office.

Recommend ☒ **Approval** ☐ **Denial by** _____



By: alexandr
30 May 13

100 0 100 200 300

N

City of Bloomington
Engineering

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Authorization to Use Public Right of Way for Street-Crossing Study

Petitioner/Representative: IU School of Optometry

Staff Representative: Christina Smith

Meeting Date: June 4, 2013

Shirin Hassan, Assistant Professor at the Indiana University School of Optometry, has requested permission to conduct a study titled "Street-Crossing Decision Making in Low Vision" within the public right of way to evaluate street-crossing decision-making performance of normally sighted and visually impaired people.

The School of Optometry is seeking permission to position equipment and research staff on either the median strip or by the tree plots/grassed areas at the following locations:

1. Along South Sare Road just south of East Olson Drive
2. Along South Sare Road just south of South Claybridge Drive
3. Along High, Winslow, and Rogers Roundabout

This resolution grants the petitioner permission to utilize the public right of way for a period of one year subject to annual renewal for up to four years during the summer months which will begin on June 4, 2013 and finish up on June 30, 2017.

The Board has granted Dr. Hassan permission to conduct similar studies in 2010 and 2011 and we have not received any complaints or inquiries from members of the public. Also, we have a Certificate of Insurance on file from Indiana University which names the City of Bloomington as an additional insured.

This study should not interfere with vehicular or pedestrian traffic in any way; therefore, staff recommends approval of petitioner's request.

Recommend ☑ Approval ☐ Denial by Christina Smith

RESOLUTION 2013-46
Indiana University Street-Crossing Decision Making in Low Vision

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

WHEREAS, Indiana University School of Optometry plans to conduct a study titled "Street-Crossing Decision Making in Low Vision" to evaluate the street-crossing decision-making performance of normally sighted and visually impaired people; and

WHEREAS, Indiana University School of Optometry is requesting permission from the City of Bloomington to conduct a series of experiments at (i) two different locations on South Sare Road between East Rogers Road and East Rhorer Road; and (ii) at the Roundabout located at the intersection of South High Street and East Winslow Road; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Indiana University School of Optometry, hereinafter "The University" may conduct a Street-Crossing Decision Making in Low Vision study on South Sare Road and at the Roundabout at the intersection of South High Street and East Winslow Road for a period of one year subject to annual renewal for up to four years during the summer months which will begin on June 4, 2013 and finish on June 30 each year up to and including 2017 under the following provisions:

1. By granting permission to utilize City property to facilitate this study, the Board of Works agrees that (i) three (3) retroreflective targets may be positioned on either the median strip or by the tree plots/grassed area along South Sare Road and at the median strip by the Roundabout located at the intersection of South High Street and East Winslow Road; and (ii) three (3) portable laser diode sensors (photo detectors) may be positioned opposite the retroreflective targets on the other side of the street by the tree plots/grassed area during the hours of the study.

2. The University agrees that equipment will not be in the right of way except when researchers are present.

3. The University agrees that study participants will cross South Sare Road and by the entry lane of the Roundabout from East Winslow Road only at the onset of each study session to establish each participant's pace and street-crossing time.

4. While the City understands that the study may slow down curious drivers, The University agrees that researchers, study participants nor equipment will interfere with vehicular or pedestrian traffic on Sare Road and the Roundabout located at the intersection of South High Street and East Winslow Road, adjacent sidewalks or bike paths.

5. _____, by signing this agreement, represents that she/he 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_____ , 2013.

BOARD OF PUBLIC WORKS	INDIANA UNIVERSITY SCHOOL OF OPTOMETRY
_____	_____
Charlotte Zietlow, President	Signature
_____	_____
James McNamara	Printed Name and Title
_____	
Dr. Frank N. Hrisomalos	Date: _____

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Indiana University School of Optometry, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically at: (i) two (2) different locations on South Sare Road between East Rogers Road and East Rhorer Road; and (ii) at the Roundabout located at the intersection of South High Street and East Winslow Road, which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting a Street-Crossing Decision Making in Low Vision Study, on RELEASEE'S property for a period of one year subject to annual renewal for up to four years during the summer months which will begin on June 4, 2013, and end on June 30 each year up to and including 2017; and

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

WHEREAS, the RELEASOR seeks permission by the City of Bloomington Board of Public Works to use the described property and agrees to execute this Release, hold Harmless and Indemnification Agreement; and

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

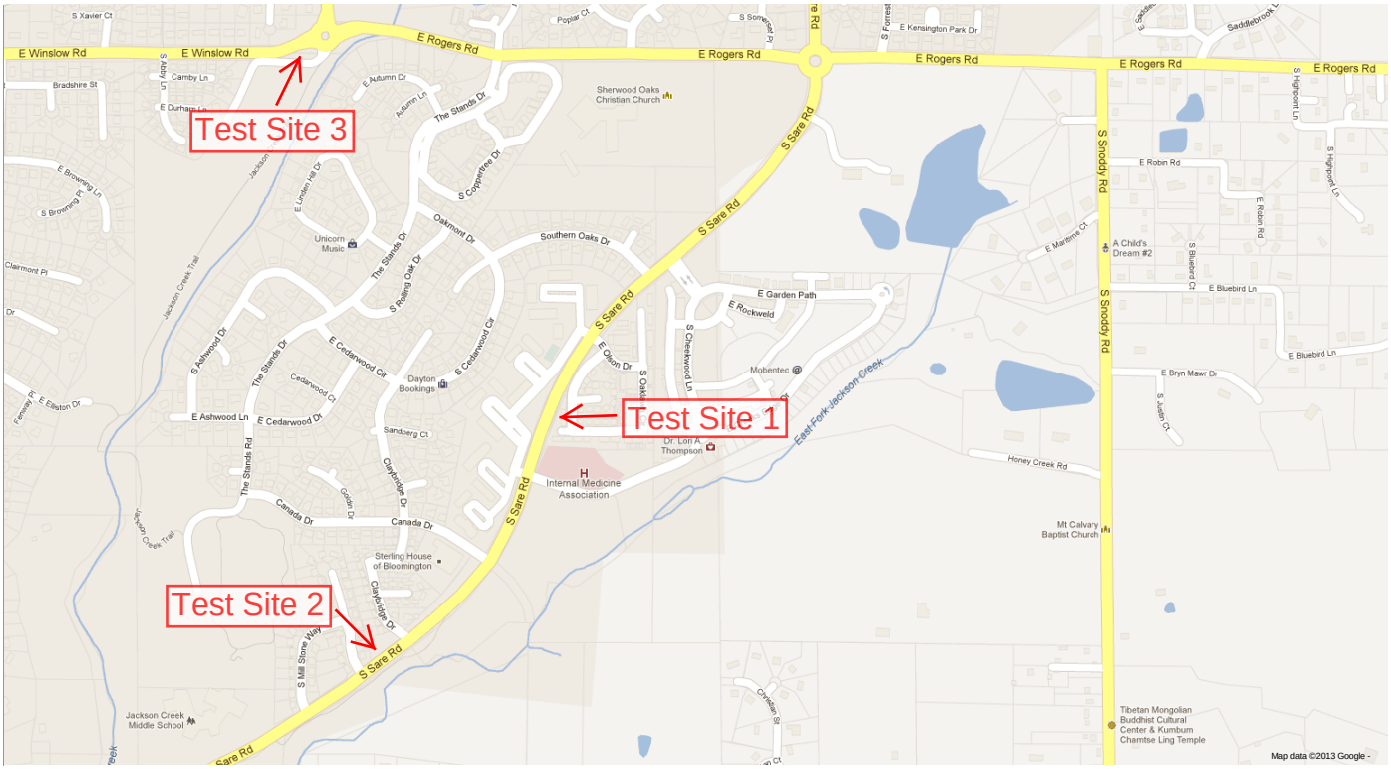
THEREFORE, in consideration for the permission hereby granted use of the property of RELEASEE for said event and the above recitals incorporated as terms of this agreement, the RELEASOR by its undersigned agent, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns,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

The parties intending to be bound hereby, have executed this RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT.

RELEASOR	RELEASEE
Indiana University, School of Optometry	**Board of Public Works**
_____	_____
Signature	**Officer**
_____	_____
Printed Name and Title	**Date**
_____	
Date	

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



INDIANA UNIVERSITY

SCHOOL OF OPTOMETRY

May 19, 2013

Susie Johnson, Director
Public Works, City of Bloomington
PO Box 100
BLOOMINGTON IN 47402

Dear Susie

I am seeking permission from the Board of Public Works to undertake a research study titled *Street-Crossing Decision Making in Low Vision* at two locations along Sare Road and at the Roundabout at the intersection of S. High Street and E. Winslow Road, Bloomington, Indiana. This $1.97 million, five-year research study is funded by the federal body of the National Institutes of Health /National Eye Institute and I am the principal investigator.

Purpose of Study:
The purpose of my research is to understand how accurate normally sighted and visually impaired pedestrians are at *(i)* making safe street-crossing decisions; and *(ii)* judging the "time-to-arrival" of approaching vehicles using either vision and / or auditory information. Conducting this study at two locations along Sare Road (between Rogers and Rhorer Roads) and at the Roundabout at the intersection of S. High Street and E. Winslow Road will provide my research team and I with realistic and dynamic traffic scenarios as opposed to controlled laboratory experiments. The findings of this research will lead to the development of training programs, mobility devices and environmental changes designed to assist visually impaired and blind pedestrians cross a street safely.

Study Procedures and Setup:
The research experiments will involve placing three, 4"x4" retroreflective targets on either the median strip or by the tree plots/grassed area at two locations along Sare Road and at the median strip by the Roundabout located at the intersection of S. High Street and E. Winslow Road. The retroreflective targets are aligned with an extremely low-powered (<5mW) laser didode sensor (photo-detector) positioned on the other side of the street by the tree plots/grassed area. A total of three sensors will be used in this study. The laser didode sensors measure 3.45'' (height) x 1.75" (wide) x 2.13" (depth). The sensors and retroreflective targets will sit on tripods at a height of 17".

The task of participating subjects will be to "listen" and / or "observe" approaching vehicles for a given amount of time after which the research team will record the subject's street-crossing decision. The study will require subjects to make approximately 200 crossing decisions and will take approximately 2 hours to complete.

…/2

Susie Johnson, Director
Public Works, City of Bloomington

The researchers will need to cross the roads in order to set up the laser sensor units. Subjects will cross Sare Road and by the entry lane of the Roundabout from E. Winslow Road *only* at the onset of each study session to establish each subject's pace and street-crossing time. Subjects will therefore not cross the street during experimental trials.

Impact on Drivers and/or Pedestrians:
Drivers
Research team members and subjects will at no time signal any vehicles. However drivers, out of curiosity may decrease their speed to observe the study.

Pedestrians
The experimental setup is not near a marked crosswalk and therefore will not impact any pedestrians crossing the street. Pedestrians may stop on the sidewalk to investigate the study, however the research team and subjects will not signal any pedestrians.

This study has the full support and approval of the Indiana University's Institutional Review Board - please refer to the attached letter.

A copy of the University's Certificate of Liability of Insurance will be forwarded to you as soon as I receive the certificate from the University's Risk Management department.

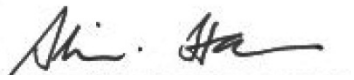
It would be appreciated if you could include this matter on the agenda for the June 4, 2013 Board meeting as it will ensure that my research is able to progress without delay.

Please contact me on (812) 855 9405 or email me at: shhassan@indiana.edu if you have any questions.

Thank you for your time. I look forward to your reply.

Kind regards,

Yours sincerely



Shirin E. Hassan BAppSc(Optom), PhD, FAAO
Assistant Professor

Encl.

INDIANA UNIVERSITY

OFFICE OF RESEARCH ADMINISTRATION

To: SHIRIN ELGIN HASSAN
OPTOMETRY

From: IU Human Subjects Office
Office of Research Administration – Indiana University

Date: April 19, 2013

RE: **NOTICE OF EXPEDITED PROTOCOL RENEWAL APPROVAL**

Protocol Title: Street-Crossing Decision-Making in Low Vision

Protocol #: 1204008588

Funding Agency/Sponsor: NATIONAL INSTITUTES OF HEALTH

IRB: IRB-02, IRB00000221

Expiration Date: April 16, 2014

The above-referenced protocol was reviewed by the Institutional Review Board (IRB-02). The protocol is approved as Active - Open to Enrollment for a period of April 17, 2013 through April 16, 2014. This approval does not replace any departmental or other approvals that may be required.

If you submitted and/or are required to provide participants with an informed consent document, study information sheet, or other documentation, a copy of the enclosed approved stamped document(s) is enclosed and must be used.

Please note that as the principal investigator (or faculty sponsor in the case of a student protocol) of this study, you assume the following responsibilities:

1. **CONTINUING REVIEW:** You must receive re-approval of ongoing research prior to the protocol's expiration date (noted above). You may receive a renewal reminder from our office approximately two months prior to the expiration date; however, it is your responsibility to submit the applicable protocol documentation to the IRB in a timely manner. If continued approval is not received by the expiration date, the study will automatically expire, requiring all research activities, including enrollment of new subjects, interaction and intervention with current participants, and analysis of identified data to cease.

2. **AMENDMENTS:** You must request approval from the IRB of any proposed changes to the research prior to implementation. An amendment form can be obtained at: http://researchadmin.iu.edu/HumanSubjects/hs_forms.html.

3. **UNANTICIPATED PROBLEMS AND NONCOMPLIANCE:** You must report unanticipated problems and noncompliance to the IRB according to the Unanticipated Problems and Noncompliance SOP, which can be found at: http://researchadmin.iu.edu/HumanSubjects/hs_policies.html.

4. **COMPLETION:** You must promptly notify the IRB when the research is complete. To notify the IRB of study closure, please obtain a close-out form at: http://researchadmin.iu.edu/HumanSubjects/hs_forms.html.

5. **LEAVING THE INSTITUTION:** You must notify the IRB of the disposition of the research when you leave the institution.

Note: SOPs exist covering a variety of topics that may be relevant to the conduct of your research. For more information on the relevant policies and procedures, go to http://researchadmin.iu.edu/HumanSubjects/hs_policies.html.

You should retain a copy of this letter and any associated approved study documents (e.g. informed consent or information sheet) for your records. Please refer to the project title and number in future correspondence with our office. Additional information is available on our website at http://researchadmin.iu.edu/HumanSubjects/index.html. Please contact our office if you have questions or need further assistance.

Thank you.

Old Crescent Insurance Company / Indiana University

May 21, 2013
Certificate # 2380

Certificate of Insurance

Insured

The Trustees of Indiana University
c/o 400 E. 7th Street Room 705
Bloomington IN 47405

This certificate is issued as a matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives.

Insurers Affording Coverage

Insurer A:	Old Crescent Insurance Company	Insurer F:	AXA Art Ins Co
Insurer B:	Travelers	Insurer G:	Columbia Casualty Co.
Insurer C:	Star Insurance Co.	Insurer H:	ACE American Ins Co
Insurer D:		Insurer I:	Ironshore Specialty Ins Co
Insurer E:	Lexington Ins Co		

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding and 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. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY Commercial General Liability Occurence Incl Contractual Excess of $100,000 retention	GLEx-1h	2/1/2013 - 1/31/2014	Each Occurrence	$900,000
				Fire Damage	$900,000
				Personal & Adv Injury	$900,000
				General Aggregate	$900,000
				Products/Comp Ops	$900,000
				Liquor Liability	$900,000
A	AUTOMOBILE LIABILITY All licensed autos owned, leased, or rented by or for Indiana University (Excess of $100,000 retention)	AEx-1h	2/1/2013 - 1/31/2014	Combined Single Limit	$900,000
H	FOREIGN LIABIILITY (GL & Auto)	PHFD36822387	2/1/2013 - 1/31/2014	Each Occurrence	$1,000,000.00
E	EXCESS LIABILITY	015438031	2/1/2013 - 1/31/2014	Combined Single Limit	$25,000,000
I	Occurrence	001273501	2/1/2013 - 1/31/2014	Layer 2	$25,000,000
				Layer 3	
C	WORKERS COMPENSATION AND	WCE-0706074-13	2/1/2013 - 1/31/2014	Each Occurrence	Statutory + $1
C	EMPLOYERS LIABILITY	WCE-0706074-13	2/1/2013 - 1/31/2014	Employers Liability	$1,000,000
C	(excess of $850,000 retention)			Excess	
A	PROPERTY incl Fine Arts, Boiler, Flood and Earthquake	ARP-1h	2/1/2013 - 1/31/2014	Layer 1	$500,000
B	(sub-limits may apply) (Excess of $100,000 retention)	KTK-CMB-5647O70-9-13	2/1/2013 - 1/31/2014	Layer 2	$1,000,000,000
F	Fine Arts	05-333-13-08-00053	2/1/2013 - 1/31/2014		$200,000,000
A	MEDICAL MALPRACTICE (coverage subject to Indiana Statutes)	HL-1h	2/1/2013 - 1/31/2014	Statutory	$250,000
				Includes $1 million out-of-state coverage.This includes participation in the Indiana Patient Compensation Fund with the statuatory limits of $250,000/$750,000.	
G	EXCESS MALPRACTICE Out-of-state, only	HMC 1064386826-7	2/1/2013 - 1/31/2014	Aggregate	$2,000,000.00

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions

To provide various coverages by The Trustees of Indiana University for the University to conduct a vision and hearing research study along Sare Road, Bloomington, Indiana during the period shown.
The City of Bloomington is shown as additional insured, restricted to the purpose set forth and only to the extent that Indiana University (or other named insured) is determined to be liable. In addition, the rights of any additional insured are subject to the same conditions and limitations applying to claims made against the University as outlined in the Indiana Tort Claims Act (applies to occurrences subject to Indiana law, only). No additional rights are conveyed hereby to the certificate holder. The study runs thru 6/30/17. Additional certificates will be provided as the policy renews.

Certificate Holder

City of Bloomington
Public Works Department

401 North Morton Street
BLOOMINGTON IN 47404

Authorized Signature*

*The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control _Claims. Certificates of Insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.

Effective Dates: June 4, 2013 - January 31, 2014

Board of Public Works
Staff Report

Project/Event: Diamond Gardens Neighborhood Block Party

Petitioner/Representative: Neighborhood Association

Staff Representative: Christina Smith

Event Date: August 3, 2013

Meeting Date: June 4, 2013

The Diamond Gardens Neighborhood Association wants to hold a block party on Saturday, August 3, 2013. The event will take place on North Summit Street from West 10th Street to West Cottage Grove.

They have requested a noise permit during the hours of 4:00 p.m. to 10:00 p.m. so that live music may be played during the festivities.

Staff is supportive of request.

Recommend ☑ Approval by: Christina Smith

RESOLUTION 2013-47
Diamond Gardens Block Party

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

WHEREAS, the Diamond Gardens Neighborhood Association ("Association") is desirous of using the North Summit Street between West 10th Street and West Cottage Grove for a neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, The Association has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that the 600 block of North Summit Street between West 10th Street and West Cottage Grove shall be temporarily closed to motor vehicle traffic and parking from 4:00 to 10:00 p.m. on Saturday, August 3, 2013 for the purpose of staging a neighborhood party.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 10:00 p.m. so music may be enjoyed during the event.

3) The neighbors, in conjunction with this event, agree to the following:

A. The Association agrees to be responsible for posting "no parking" signs at least 24 hours in advance of the street closing . Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works. The Association shall be responsible for placement and removal of barricades. The Association is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Association agrees to place barricades to close the street, not before 4:00 p.m., and to remove barricades by 10:00 p.m., Saturday, August 3, 2013.

B. The neighbors agree to be responsible for obtaining any required permits or licenses.

C. The neighbors agree to notify the Police and Press well in advance of the street closing (at least 48 hours in advance).

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 10:00 p.m. on the day of the event.

4) That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS
CONTAINED IN THIS RESOLUTION
AND AGREED TO:

_____
Signature

_____
Printed Name
For Diamonds Gardens Neighborhood Association

_____
Date:

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Diamond Gardens Neighborhood Association (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the 600 block of North Summit Street between West 10th Street and West Cottage Grove, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELSASEE'S property with set up beginning at 4:00 p.m. and teardown ending by 10:00 p.m. on Saturday, August 3, 2013; and

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

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

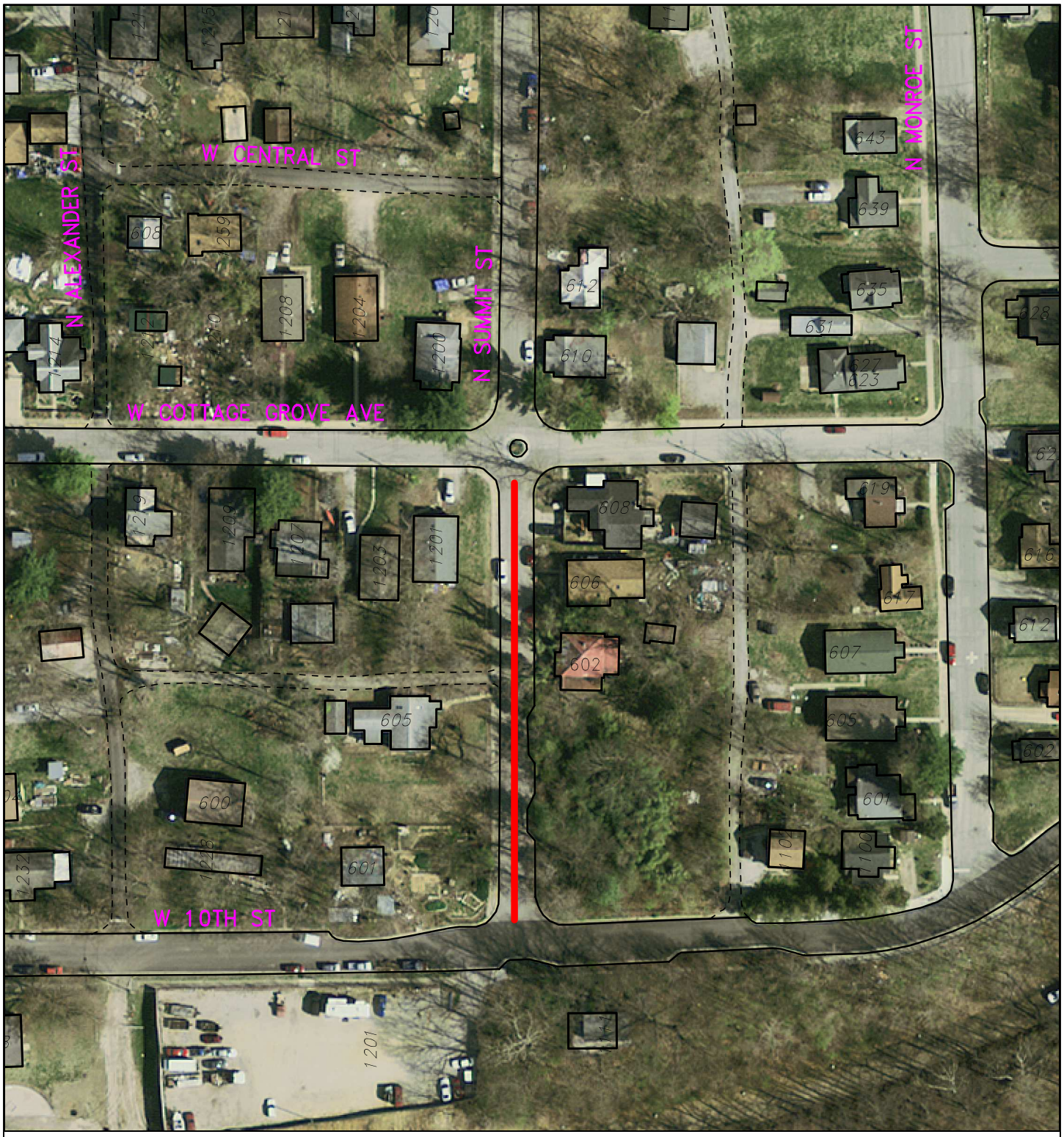
RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

_____, as _____ if the Diamond Gardens Neighborhood Association, represents and certifies that he/she has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"	"RELEASEE"
_____	_____
Signature	City of Bloomington
_____	
Printed Name	
For Diamond Gardens Neighborhood Association	

Resolution 2013-47



By: smithc
28 May 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

NEIGHBORHOOD PARTY!!!

On August 3rd 2013, we are going to throw a party to celebrate our marriage this spring. All neighbors are invited.

I am requesting the city allow us to close off Summit Street from ~~3~~ 4:00 in the afternoon until ~~12~~ 10:00 in the evening so that we may congregate, have a potluck, enjoy music and each other's company for the afternoon/evening.

I intend to bring this form to the board of Public Works (who grant requests for this sort of thing) to show that the neighbors most affected by this temporary closing are supportive of the event.

Thanks!

Name	Address
Leah Baker	608 N. Summitt St.
A Richard Hall	602 N Summit St
Mike Burns	605 N. Summitt St
Tammy Hoene	1201 W. Cottage Grove Ave

Board of Public Works
Staff Report

Project/Event: Sign Encroachment at 114 E. Kirkwood Ave.

Petitioner/Representative: Buskirk-Chumley Theater Management, Inc.

Staff Representative: Miah

Meeting Date: June 4, 2013

Buskirk-Chumley Theater Management is requesting permission to install a sign over the public sidewalk adjacent to the Buskirk-Chumley Theater on an adjacent street light to better direct the general public to the BCT Box Office and Downtown Visitor's Center.

The Planning Department has no objection to this sign or its placement. As the BCT is a municipal facility (owned by the City); wayfinding signs are exempt from the sign ordinance.

The proposed sign is more stylistically consistent with other BCT branding efforts including the recent lobby renovation. Staff recommends approval.

Recommend X Approval ☐ Denial by Miah

BOARD OF PUBLIC WORKS
RESOLUTION 2013-48
Sign Encroachment at 114 E. Kirkwood Avenue

WHEREAS, the City of Bloomington owns the real property located at 114 E. Kirkwood Avenue, the Buskirk-Chumley Theater, and has a management agreement with Buskirk-Chumley Theater Management, Inc. ("BCTM") to manage said property; and

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

WHEREAS, BCTM has requested that they be allowed to install a sign over the public sidewalk adjacent to their management property on an adjacent street light to the property to better direct the general public to the theater box office. The sign will be 36" in length by 14" in width by 1.25" in depth with a weight of approximately 30 lbs. It will be installed with 2 18" bell wing brackets on welded bracket attachments on a 1" tubing frame.

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against BCTM doing business as Buskirk-Chumley Theater Management, Inc., for the installation of the sign over the public right of way, provided that:

1. BCTM agrees to maintain the sign and to keep it safe and in good condition.

2. Sign shall not deviate from the design which is attached as Exhibit A of this resolution, without BCTM resubmitting the design to the Board of Public Works for approval.

3. This resolution is not intended to relieve BCTM of any provisions of any applicable permit or other ordinance or statue that may apply to the sign.

4. The terms of this agreement shall be in effect upon execution of this document by permittee and acknowledgment by permittee that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.

5. Owner understand and agrees that if City or public utility need to work in said

area for any reason, and the sign needs to be removed to facilitate City or utility, it will be at the expense of BCTM and that the City will not be responsible for any damage which may occur to the sign by City's workers or contractors, or by those of a public utility. BCTM will not be compensated for any expense which may be incurred by them.

6) _____, 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.

7) That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

Signed this _____ day of _____, 2013.

Board of Public Works	Buskirk-Chumley Theater Management, Inc,
_____	_____
Charlotte Zietlow, President	Signature
_____	_____
James McNamara	Printed Name
_____	_____
Dr. Frank N. Hrisomalos	Date

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, Buskirk-Chumley Theater Management, Inc., managing company of the Buskirk-Chumley Theater, which is located at114 E. Kirkwood Avenue, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the airway above the sidewalk adjacent to the building at 114 E. Kirkwood Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install a sign over RELEASEE'S property; and

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

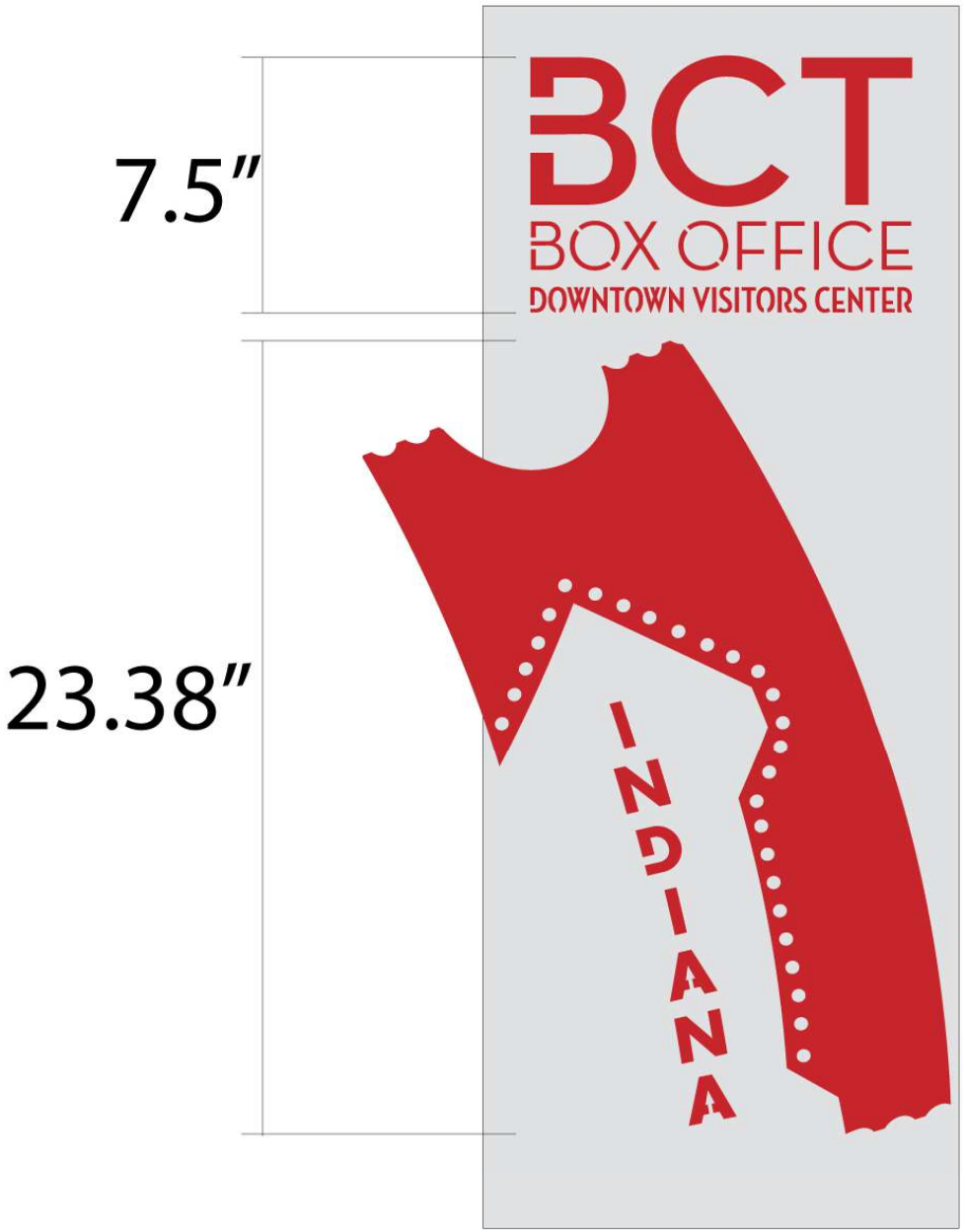
NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries,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

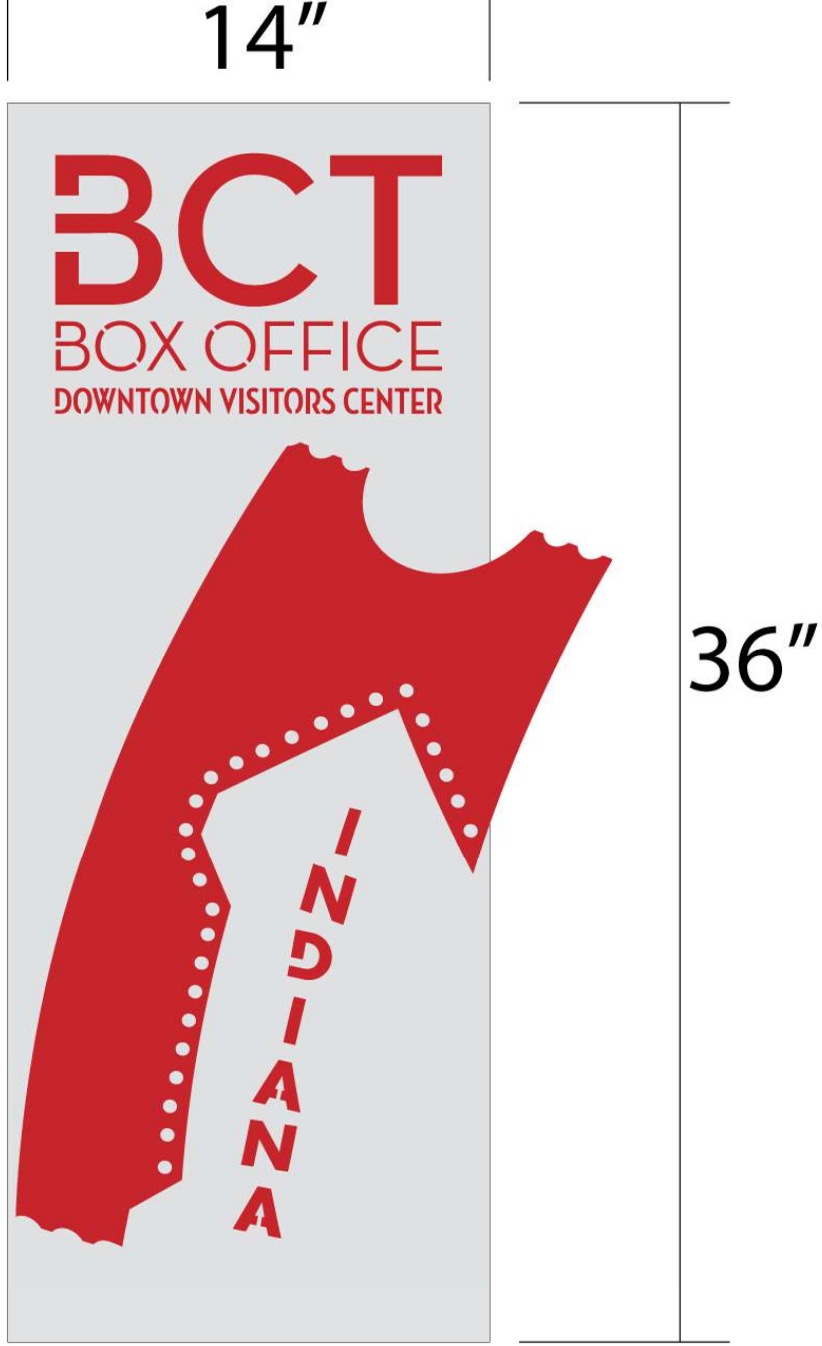
RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

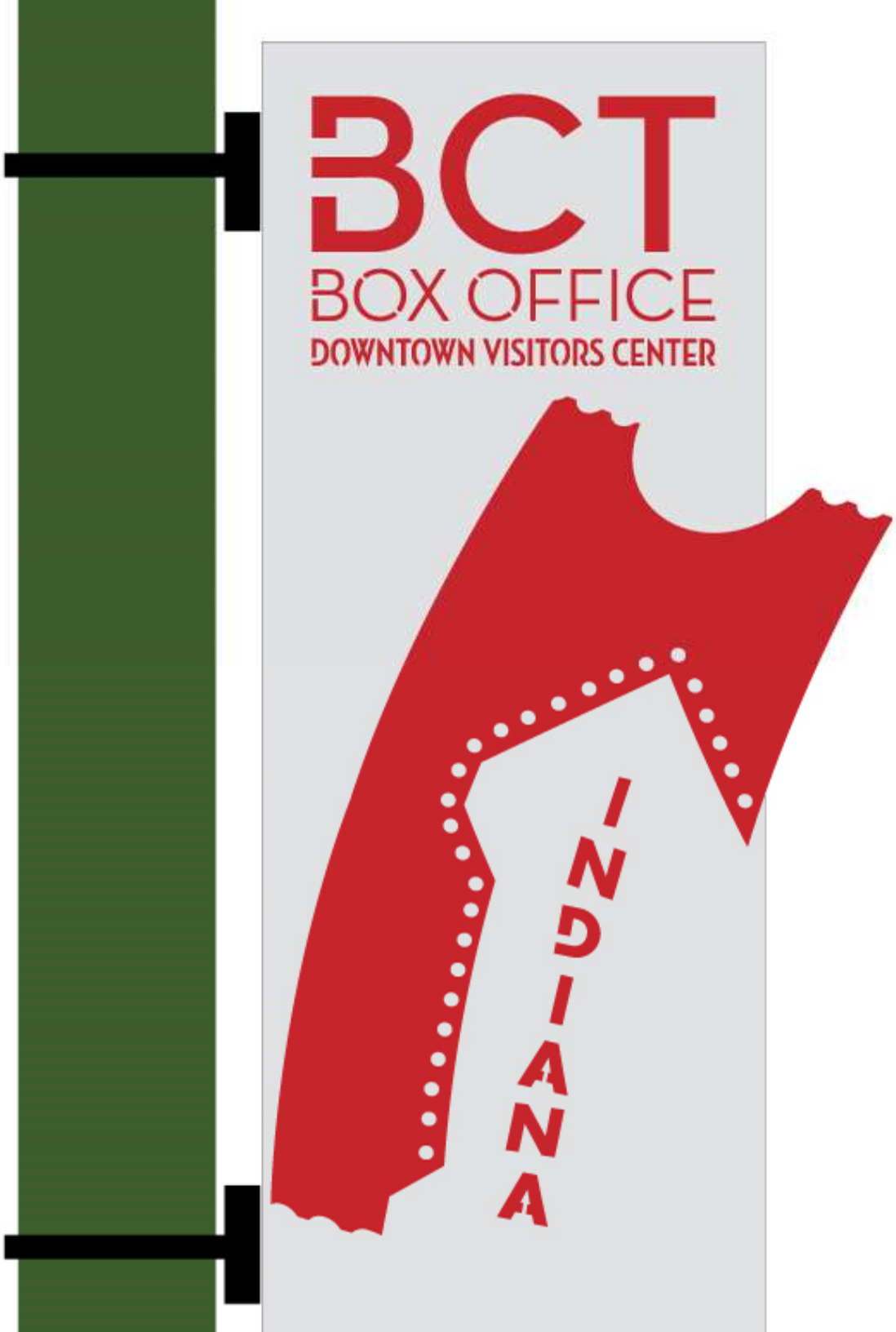
THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

RELEASOR	RELEASEE
_____	_____
Buskirk Chumley-Theater Management, Inc.	Board of Public Works Officer
_____	_____
Date	Date

RESOLUTION 2013-48


7.5″
23.38″
BCT
BOX OFFICE
DOWNTOWN VISITORS CENTER
INDIANA


14″
36″
BCT
BOX OFFICE
DOWNTOWN VISITORS CENTER
INDIANA


BCT
BOX OFFICE
DOWNTOWN VISITORS CENTER
INDIANA

Board of Public Works
Staff Report

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

Petitioner/Representative: Indiana University Dance Marathon

Staff Representative: Miah

Meeting Date: June 4, 2013

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

IU Dance Marathon is requesting permission to hold their downtown event, Kirkwood Rockin' for Riley, on Labor Day, Monday September 2 on Kirkwood Avenue between Dunn Street and Indiana Avenue. The street closure would be between the hours of 11:00 a.m. and 11:00 p.m., with the actual event between the hours of 1:00 and 8:00 p.m. Rockin' for Riley will feature games, live music and other activities for Riley families and their attendees. A noise permit is also included in the request.

Adjacent businesses have been notified of the proposed street closure, and there have been no objections.

Recommendation and Supporting Justification: Staff supports the request.

Recommend **X Approval** ☐ **Denial by** Miah

RESOLUTION 2013-49

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

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

WHEREAS, IUDM is desirous of using Kirkwood Avenue between Indiana Avenue and Dunn Street to hold a fundraiser known as Kirkwood's Rockin' for Riley to benefit Riley Hospital for Children, on Monday, September 2, 2013; and

WHEREAS, IUDM, has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding the City of Bloomington, the City of Bloomington Board of Public Works, and their agents or employees harmless for any actions, losses or claims arising as a direct result of the IUDM's negligent act(s) or failure to act or those of its agents in using the City of Bloomington's property, as described above, for said event a copy of which is attached hereto and made a part hereof and to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Indiana Avenue and Dunn Street shall be temporarily closed to traffic and parking, beginning at 11:00 a.m. until 11:00 p.m., on Monday, September 2, 2013, for the purpose of operating food and drink booths and to provide entertainment including live bands for the general public.

2) That the IUDM sponsors shall be permitted, in conjunction with the event, to:
   A. Set up a stage, necessary tables, tents, trash receptacles, portable toilets, and booths; said items to be set up and maintained in accordance with all relevant safety and health standards, ordinances and statutes. If portable toilets are provided, sponsors agree to provide at least one wheelchair accessible portable toilet, and to make a strong effort to provide accessible displays and tables, and that an area will be provided for wheelchairs to view entertainment.

   B. Provide amplified music and entertainment, and by doing so waives the City's Noise Ordinance during the event hours of 1:00 p.m. to 8:00 p.m.

3) The IUDM sponsors agree to be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public works. The IUDM sponsors shall be responsible for placement and removal of barricades. The IUDM sponsors are responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The IUDM sponsors agree to place barricades to close the street, not before 11:00 a.m. and to remove barricades by 11:00 p.m., Monday, September 2, 2013.

4) The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight

on Monday, September 2, 2013.

5) The sponsors shall be responsible for obtaining any and all required permits as being responsible for all legal and financial expenditures.

6) The sponsors shall be responsible for notifying the general public of the street closing in advance by notice to the press (at least 48 hours in advance).

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.

8) That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS__DAY OF_____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

AGREED TO THIS__DAY OF_____, 2013.

Indiana University Dance Marathon

_____
Signature

_____
Printed name

_____
Position

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Indiana University Dance Marathon, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically Kirkwood Avenue between Indiana Avenue and Dunn Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring Kirkwood's Rockin' for Riley, on RELEASEE'S property with set up beginning at 11:00 a.m., teardown ending by 11:00 p.m. on Monday, September 2, 2013; and

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

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

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

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

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

RELEASOR	**RELEASEE**
_____	_____
Indiana University Dance Marathon	**Board of Public Works Officer**
_____	_____
Date	**Date**

Resolution 2013-49

By: smithc
31 May 13

60 0 60 120 180

N

City of Bloomington
Public Works

Scale: 1" = 60'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Ray McConn – Mother Bear's Pizza

Staff Representative: Jason

Meeting Date: June 4, 2013

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

The business will operate from a food truck selling pizza, breadsticks w/sauce, salads and soft drinks.

This application is for one year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

RESOLUTION 2013-50
Itinerant Merchant Food Vendor in Public Right of Way
Ray McConn – Mother Bear's Pizza

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

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

10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
    a) City of Bloomington Farmers' Market;
    b) City of Bloomington Holiday Market;
    c) The Taste of Bloomington;
    d) Lotus World Music and Arts Festival;

e) The Fourth Street Festival;
f) Arts Fair on the Square;
g) Strawberry Festival;
h) Canopy of Lights;
i) Fourth of July Parade; and
j) Any other special events approved by the City Controller.

11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

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

ADOPTED THIS_____DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Ray McConn

Date: _____

Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License: Length of License:	☐ 24 hours	☐ 72 hours	☐ 1 Calendar Week	☐ 30 Days	☐ 6 Months	☒ 1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name:	RAY McCONN		
Title:	PRES	Date of Birth:	11/28/46
Physical Address:	1428 E. 3RD		
City, State, Zip:	BLMGTN, IN 47401		
E-Mail Address:	RAYFILET@HOTMAIL.COM		
Phone Number:	332-4495	Mobile Phone:	327-5434

Corporate Contact Information

Name of Employer:	MOTHER BEARS, INC				
Physical Address of Employer:	1428 E. 3RD				
City, State, Zip:	BLMGTN, IN 47401				
Phone Number of Employer:	332-4495				
Employer is a:	☐ Firm	☐ Limited Liability Corporation	☒ Corporation	☐ Partnership	☐ Sole Proprietor

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

PROD - SLICES OF PIZZA, 6" PIZZAS, BREADSTICKS W/SAUCE, SALADS BTL/CAN SOFT DRINKS.
EQUIP - 4 LEVEL DECK OVEN, REFRIG PREP TABLE, REFRIG-1 DR, SINKS, COUNTER, ETC.

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:
1963 FORD VAN MODEL P60

License Plate Number: 2800261 | Vehicle Identification Number (VIN): P60CH434661

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

You Must Obtain the Following:

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.

3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	RAY McCOWN / MOTHER BEANS, INC
Signature:	[illegible]
Date Release Signed:	5/24/17

MOTHE-1 OP ID: NV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2013

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

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

PRODUCER
Kritzer Insurance Agency
1905 South Liberty Drive
Bloomington, IN 47403
Norma VanDeventer
Phone: 812-245-7005
Fax: 812-245-7006

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Harleysville Insurance Company	23582
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mother Bear's, Inc.
DBA Mother Bear's Pizza
Ray McConn
1428 E. 3rd Street
Bloomington, IN 47401

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			SPP00000082093N	10/01/2012	10/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA00000082095N	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CMB00000082092N	10/01/2012	10/01/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC000000082094N	10/01/2012	10/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A A	Commercial Applica			SPP00000082093N	10/01/2012	10/01/2013		

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

City of Bloomington is an additional insured in respect to general liability

CERTIFICATE HOLDER

CITY040

City of Bloomington
401 N. Morton
Bloomington, IN 47404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Norma VanDeventer
Norma VanDeventer

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Board of Public Works
Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Marguerite McCauley Collins – Pedalers Ice Cream

Staff Representative: Jason

Meeting Date: June 4, 2013

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

The business will operate from a food cart selling ice cream.

This application is for six months.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

RESOLUTION 2013-51
Itinerant Merchant Food Vendor in Public Right of Way
Marguerite McCauley Collins – Pedalers Ice Cream

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

WHEREAS, Marguerite McCauley Collins ("Vendor") is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

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

10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
    a) City of Bloomington Farmers' Market;
    b) City of Bloomington Holiday Market;
    c) The Taste of Bloomington;

d) Lotus World Music and Arts Festival;
e) The Fourth Street Festival;
f) Arts Fair on the Square;
g) Strawberry Festival;
h) Canopy of Lights;
i) Fourth of July Parade; and
j) Any other special events approved by the City Controller.

11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

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

ADOPTED THIS_____DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Marguerite McCauley Collins

Date: _____

Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License: Length of License:	◉ 24 hours	○ 72 hours	○ 1 Calendar Week	○ 30 Days	● 6 Months	○ 1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name:	Marguerite McCauley Collins		
Title:		Date of Birth:	7-6-61
Physical Address:	2609 S. Rogers St.		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	pedalers@yahoo.com		
Phone Number:	—	Mobile Phone:	812-340-6523

Corporate Contact Information

Name of Employer:	Pedalers Ice Cream				
Physical Address of Employer:	2609 S. Rogers St				
City, State, Zip:	Bloomington, IN 47403				
Phone Number of Employer:	812-340-6523				
Employer is a:	◉ Firm	○ Limited Liability Corporation	○ Corporation	● Partnership	○ Sole Proprietor

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

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:
Worksman Bicycle Ice Cream Cart

License Plate Number: N/A | Vehicle Identification Number (VIN): N/A

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

You Must Obtain the Following:

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.

3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	Marguerite McCauley Collins
Signature:	Marguerite McCauley Collins
Date Release Signed:	May 28, 2013

Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

PEDALER'S ICE CREAM
, IN

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

Issued MAY 28 2013

By Thomas W Shafaro

MOBILE 2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

PEDAL-1 OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/13

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

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

PRODUCER
ISU Ins Svcs-The May Agency
1327 N. Walnut St. PO Box 1669
Bloomington, IN 47402
Robert Scott McCoy
812-334-2400
812-332-3646

CONTACT NAME: Lisa Slone
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: lslone@mayagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indiana Insurance Companies	22659
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pedaler's Ice Cream Cart
Sylvia Smith &
Marguerite McCauley Collins
2609 S Rogers Street
Bloomington, IN 47403

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		BLS55579992	06/01/13	06/01/14	EACH OCCURRENCE	$ 300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 300,000
							GENERAL AGGREGATE	$ 600,000
							PRODUCTS - COMP/OP AGG	$ 600,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Concessionaires

CERTIFICATE HOLDER

CITYBLO

City of Bloomington
Penny Myers
P.O. Box 100
Bloomington, IN 47402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Slone

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PEDALERS
ICE CREAM
812-828-9691
pedalersicecream@yahoo.com
BOULEVARD
WORKSMAN CYCLES

ICE CREAM
ICE CREAM

Board of Public Works
Staff Report

Project/Event:	Award of Contract for West Third Street Median Landscape Project
Petitioner/Representative:	N/A
Staff Representative:	Justin Wykoff
Meeting Date:	June 4, 2013

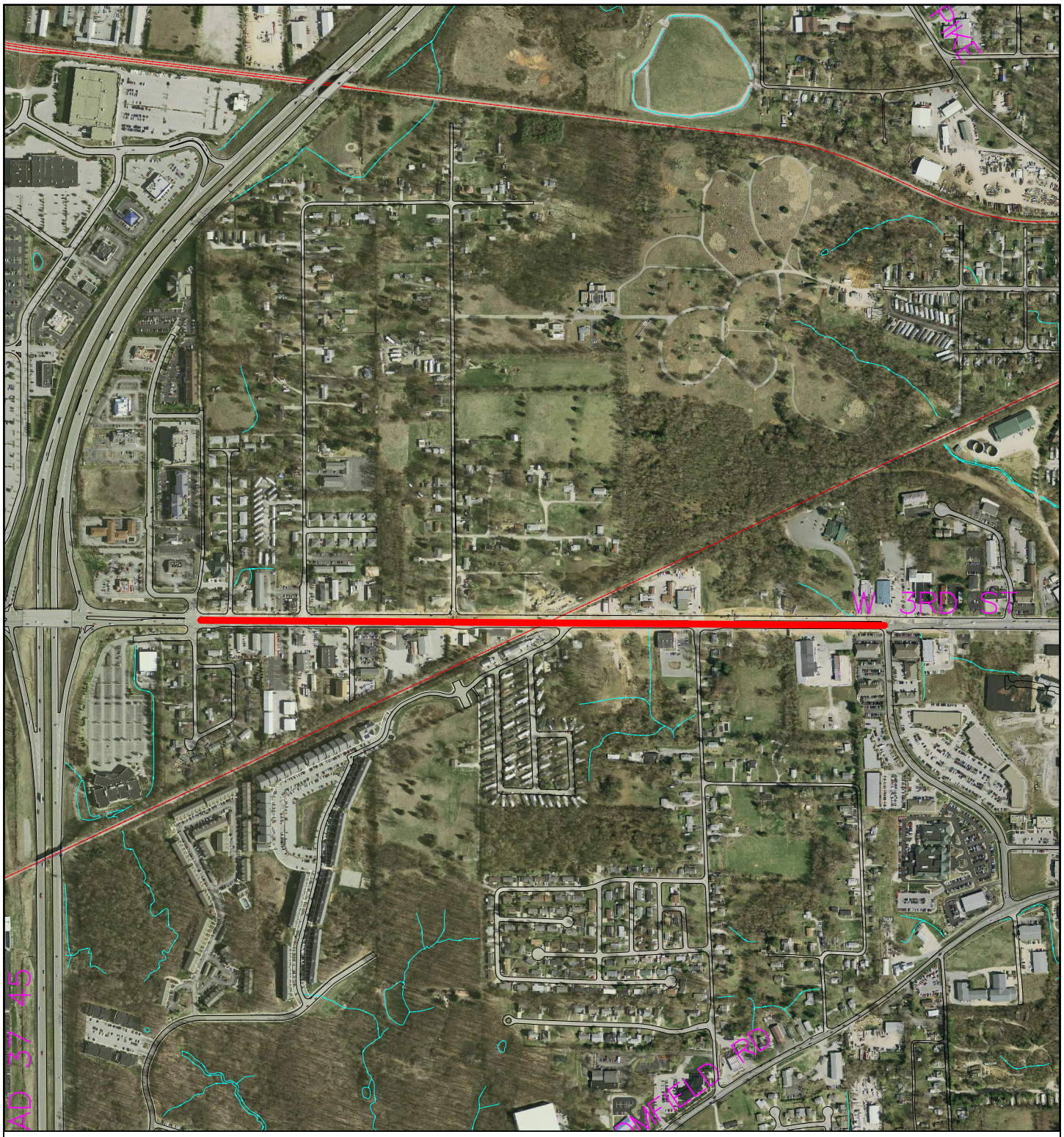
The City of Bloomington Engineering Department has sought quotes for the installation of landscaping for the West Third Street Median Landscape Project. Requests were sent to 19 area landscaping contractors through our City of Bloomington – BloomingBid Website and Email notification listing.

We received notification from Nature's Way that they would be unable to provide a quote for the project, and received only one quote for the work;

C and H Lawn and Landscaping, Inc. for $45,192.00

After conferring with our Landscape Architect, Cornerstone Design (Deb Schmucker) she confirmed that this quote was reasonable with regard to the amount of vegetation and groundcover included within the plan sheets. (email attached)

Staff Recommendation: Approval **By:** Justin D. Wykoff



West Third Street Median Landscaping Project Limits

City of Bloomington
Engineering

By: wykoffj
30 May 13

800 0 800 1600 2400

N

Scale: 1" = 800'

For reference only; map information NOT warranted.

AGREEMENT

BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND

C and H Lawn and Landscaping, Inc.

FOR

West Third Street Median Landscape Project – PW2013-11

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and C and H Lawn and Landscaping, Inc. , (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for West Third Street Median Landscape Project, Project No. PW 2013-11 (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing landscaping as per his/her quote on the Quote Summary sheet; and

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Forty-Five Thousand, One Hundred Ninety-Two Dollars ($45,192.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Prevailing Wage requirements.

ARTICLE 4. GENERAL PROVISIONS

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

4.02 Abandonment, Default and Termination

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate

of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in

which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement.
2. Technical Specification (Attachment A, "Scope of Work").
3. E-Verify Affidavit (Attachment B).
4. Project Schedule (Attachment C).
5. No Investment In Iran (Attachment D)
6. Upfront Specifications (Definitions and Bidder's Responsibilities).
7. Instructions to Bidders.
8. Advertisement.
9. CONTRACTOR'S submittals.
10. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
11. All plans as provided for the work that is to be completed.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements

B.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	$100,000 each accident $500,000 policy limit $100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;

2. Contractual liability insurance as applicable to any hold-harmless agreements;

3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

4. Broad form property damage - including completed operations;

5. Fellow employee claims under Personal Injury; and

6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 **Non-Discrimination**

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

2. The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

   a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

   b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials

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

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

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

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

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

4.12 Performance Bond and Payment Bond

4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		C and H Lawn and Landscaping
Attn: Justin Wykoff, Senior Project Manager		Clay Holstrom, President
P.O. Box 100 Suite 130		2219 South Walnut Road
Bloomington, Indiana 47402		Bloomfield, Indiana 47424

4.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect

any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City Engineer. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 **Steel or Foundry Products**

4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

4.17.02 Domestic Steel products are defined as follows:

> "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

4.17.03 Domestic Foundry products are defined as follows:

> "Products cast from ferrous and nonferrous metals by foundries in the United States."

4.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

4.18 **Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the

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

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

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

Attachment D is attached hereto and incorporated herein by reference as though fully set forth.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Charlotte Zietlow, President, Board of Public Works

James McNamara, Member, Board of Public Works

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

Mark Kruzan, Mayor of Bloomington

C and H Lawn and Landscaping, Inc
2219 South Walnut Road
Bloomfield, Indiana 47424

BY:

Contractor Representative

Clay Holstrom
Printed Name

President
Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

West Third Street Median Landscape Project
West Third Street – Landmark Avenue to Franklin Road

This project shall include, but is not limited to the purchase and installation of landscaping for West Third Street between Landmark Avenue and Franklin Road per the plan set, contract, and specifications provided.

ATTACHMENT B

"AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

2. The company named herein that employs the undersigned:
- has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

Attachment C

"PROJECT SCHEDULE"

A project schedule is not required for this project as it is only allowed 45 days to complete as indicated in the notice to proceed and bid documents.

Attachment D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

PROPOSED:

PW 2013-11

WEST THIRD STREET MEDIAN LANDSCAPE PROJECT

LETTING DATE: May 29, 2013 (2:00p.m. local time)

FOR:

THE CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 100

BLOOMINGTON, INDIANA

SUBMITTED BY:

C&H Lawn & Landscaping, Inc

Company or Firm Name

2219 S Walnut Rd

Street and Number

Bloomfield IN 47424

City or Town State Zip Code

QUOTE FORM

This Quote Summary Sheet shall be completed and submitted with all other Quote Documents.

The Lump Sum cost to complete the West Third Street Median Landscape Project PW2013-11 is;

Forty five thousand one hundred ninety two, $ 45,192.00

All work shall be completed within 45 calendar days from date of the Notice to Proceed. Any and all Subcontractors performing work valued over $10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
N/A		

	CERTIFIED BY: Justin D. Wykoff JUSTIN D. WYKOFF CITY OF BLOOMINGTON STATE OF INDIANA

Acknowledge receipt of the addendum by submitting a signed copy with your quote proposal.

RECEIVED BY: **CONTRACTOR (FIRM AND ADDRESS)**

C & H Lawn & Landscaping, Inc
2219 S Walnut Rd
Bloomfield, IN 47424

SIGNATURE: _____ **DATE:** 5/28/13

PRINTED NAME: Clay Holmstrom

TITLE: President

PEKIN INSURANCE COMPANY

Pekin, Illinois

Beyond the expected.™ PEKIN INSURANCE

LICENSE & PERMIT BOND

(For County, City, Town or Village Only)

Know All Men By These Presents:

Bond No. OLL&P014780

That we, C&H LAWN/LANDSCAPING INC

of Street Address 2219 S WALNUT RD City BLOOMINGTON, State of Indiana, as Principal, and the **PEKIN INSURANCE COMPANY**, a corporation duly licensed to do business in the State of Indiana, as Surety, are held and firmly bound unto the City

of BLOOMINGTON, State of Indiana, Obligee, in the penal

(Valid only when a County, City, Town or Village is named as Obligee)

sum of Four Thousand Dollars And No Cents ($4,000.00) DOLLARS,

(NOT VALID IF FILLED IN FOR MORE THAN $20,000.00)

lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said Principal has been licensed LAWNCARE AND LANDSCAPING by the said Obligee.

NA

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect from 05/10/2013, until 05/10/2014, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at the Political Subdivision named herein, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 10 th day of May, 2013

C&H LAWN/LANDSCAPING INC
Principal

By _____
Principal

PEKIN INSURANCE COMPANY

Countersigned

By _____
Resident Agent

By Michael Norton
Michael Norton, Assistant Secretary

PEKIN INSURANCE COMPANY CORPORATE SEAL PEKIN, ILLINOIS

PEKIN INSURANCE COMPANY

Pekin, Illinois

Beyond the expected.™ PEKIN™ INSURANCE

LICENSE & PERMIT BOND

(For County, City, Town or Village Only)

Know All Men By These Presents:

Bond No. OLL&P014780

That we, C&H LAWN/LANDSCAPING INC

of Street Address 2219 S WALNUT RD City BLOOMINGTON, State of Indiana, as Principal, and the **PEKIN INSURANCE COMPANY**, a corporation duly licensed to do business in the State of Indiana, as Surety, are held and firmly bound unto the City of BLOOMINGTON, State of Indiana, Obligee, in the penal

(Valid only when a County, City, Town or Village is named as Obligee)

sum of Four Thousand Dollars And No Cents ($4,000.00) DOLLARS,

(NOT VALID IF FILLED IN FOR MORE THAN $20,000.00)

lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said Principal has been licensed LAWNCARE AND LANDSCAPING by the said Obligee.

NA

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect from 05/10/2013, until 05/10/2014, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at the Political Subdivision named herein, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 10 th day of May, 2013

AGENT'S COPY

This copy is for your files.

Amount of public liability insurance carried? 1000000

Amount of property damage insurance carried? 100000

Name and address of company carrying insurance PEKIN

Estimated worth of applicant in Personal Property $ 250000 Real Estate $ 250000

Give us all the information you can about the applicant. This resume and recommendation from you is our best underwriting guide.

LAWNCARE / LANDSCAPING BUSINESS THAT HAS BEEN OPERATING SINCE 2008. NO FINANCIAL TROUBLE AND NO LOSS PROBLEMS. PEKIN WRITES THE GL AUTO AND WC.

BILL RESCH INSURANCE INC.
Agency Name

08293B
Agent's Code Number

05/10/2013
Date

UNIT PRICE SHEET

FOR

PW 2013-10, Walnut Street Landscape Project (1st Street to 3rd Street)

For Additions/Deductions

PROVIDE PRICES FOR ALL CHECKED ITEMS

Item #	Description	Price Each	Unit
☒	Planting Mix – Good Earth Garden Blend	35.00	CYD
☒	Gold Tide Forsythia	12.50	EA
☒	Buffalo Juniper	13.25	EA
☒	Radrazz Knock Out Rose	12.10	EA
☒	Pink Knock Out	12.10	EA
☒	Snowmound Spirea	12.80	EA
☒	Dwarf Fountain Grass	5.90	EA
☒	Big Blue Liriope	2.65	EA
☒	Variegated Liriope	2.65	EA
☒	Moonbeam Coreopsis	4.85	EA
☒	Stella Del Oro Daylilly	4.10	EA
☒	Prairie Dropseed	6.15	EA
☒	Autumn Joy Sedum	6.25	EA
☒	Shasta Daisy May Queen	4.85	EA
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- **All prices shall reflect complete installation as shown and specified on the plans or stated in the specifications.**
- **Example: Sidewalk includes stone bedding, excavation; Asphalt Pathway includes stone, base, surface and backfill, excavation, etc.**

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such contract.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this 20 day of May, 2013.

C&H Lawn & Landscaping, Inc
(Name of Organization)

By [signature]

President
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Linda Holmstrom being duly sworn, deposes and says that he is

President of the above C&H Lawn & Landscaping, Inc
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 20 day of May, 2013.

Linda Holmst
Notary Public

My Commission Expires: 10/13/15

County of Residence: Monroe

Prescribed by the State Board of Accounts Form No. 96 (Revised 2000)

CONTRACTORS BID FOR PUBLIC WORKS
PART I
(To be completed for all bids)
(Please type or print)

Date: 5-20-13

1. Governmental Unit (Owner): the city of Bloomington
2. County: Monroe
3. Bidder (Firm): C & H Lawn & Landscaping, Inc.
   Address: 2219 S Walnut Rd
   City/State: Bloomfield, IN 47424
4. Telephone/Fax Number: 812 340 3802
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of West Third Street Median Landscape Project (Governmental Unit) in accordance with plans and specifications prepared by the City of Bloomington and dated 5-20-13 for the sum of Forty five thousand one hundred ninety two — $ 45,192.00.

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. Steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

Governmental Unit: The City of Bloomington

Bidder (Firm): C & H Lawn & Landscaping, Inc

Date: 5-20-13

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
33,000	Irrigation	4-30-13	FMC Diaylsis Clinic 1520 23rd St Bedford, IN 47421
12,416	Irrigation	10-28-12	Lighthouse Christian Academy 1201 that Rd Bloomington 47402
15,259	Landscaping	7-17-12	Old National Bank 2490 Walnut St Bloomington, IN 47401
2,750	Landscaping	3-13-13	Ransburg Boy Scout 7599 Waldrop Rd Bloomington 47401

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
			None at this time

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.
See attached document

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.) your project will be our number one priority. We will bring a 10 person team to complete the project. We are staffed with qualified landscape installers.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval.

N/A

3. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

mini excavator
Bobcat
Dump trucks
Bull dozer
trencher
compactor

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.

yes, we have received prices on all required materials from our suppliers

C&H Lawn & Landscaping, Inc.
Residential References

Customer Name Tom Ellis **Email** tomellis@me.com

Address 3914 Bennington Ct Bloomington, IN 47401

Telephone (812)334-3959

Customer Name Missy Davis **Email** gumpymj@bluemarble.net

Address 4754 Lake Forrest Dr Bloomington, IN 47404

Telephone (812) 327-3790

Customer Name Jason Busenbark **Email** jbusenbark99@yahoo.com

Address 2272 Olde Mill Dr Bloomington, IN 47401

Telephone (812) 340-2286

Customer Name Josh Alley **Email** cream.crimson@gmail.com

Address 2501 E Manor Ct Bloomington, IN 47401

Telephone (812)

Customer Name William Fitzgerald **Email** wfitzgerald@deerparkmgmt.com

Address 3033 S Inverness Farms Rd Bloomington, IN 47401

Telephone (812) 320-2362

Customer Name Mike Cannon **Email**

Address 7800 W Eller Rd Bloomington, IN 47403

Telephone (812) 825-1976

Customer Name Eric Arnold **Email** eric.arnold@urs.com

Address 3844 S Millstone Way Bloomington, IN 47404

Telephone (812) 583-6941

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this 20 day of May, 2013.

C & H Lawn & Landscaping, Inc
(Name of Organization)

By Clay H

President
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Linda Holmstrom being duly sworn, deposes and says that he is

President of the above C+H Lawn & Landscaping, Inc
(Title) (Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 20 day of May, 2013.

Linda Holmst
Notary Public

My Commission Expires: 10/13/15

County of Residence: Monroe

Form No. 96 Revised 2000

BID OF

C&H Lawn & Landscaping, Inc
(Contractor)

2219 S Walnut Rd
(Address)

Bloomfield, IN 47424

FOR
PUBLIC WORKS PROJECT
OF

West Third Street Median Landscape Project PW 2013-11

Filed _____ _____, _____.

Action Taken _____

10:46 AM

05/28/13

Accrual Basis

C&H Lawn & Landscaping, Inc.
Balance Sheet Prev Year Comparison
As of May 28, 2013

	May 28, 13	May 28, 12	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Business Acct	91,289.59	71,168.18	20,121.41	28.3%
Total Checking/Savings	91,289.59	71,168.18	20,121.41	28.3%
Accounts Receivable				
11000 · Accounts Receivable	116,259.78	91,923.70	24,336.08	26.5%
Total Accounts Receivable	116,259.78	91,923.70	24,336.08	26.5%
Other Current Assets				
12000 · Undeposited Funds	0.00	3,573.69	-3,573.69	-100.0%
Total Other Current Assets	0.00	3,573.69	-3,573.69	-100.0%
Total Current Assets	207,549.37	166,665.57	40,883.80	24.5%
Fixed Assets				
15800 · Landscaping Equipment				
Accum Deprec - Landscape Equip	-71,716.97	-71,716.97	0.00	0.0%
15800 · Landscaping Equipment - Other	86,889.94	85,908.95	980.99	1.1%
Total 15800 · Landscaping Equipment	15,172.97	14,191.98	980.99	6.9%
15900 · Excavating Equipment				
Bull Dozer 450J John Deere	44,500.00	0.00	44,500.00	100.0%
Dump Truck	12,000.00	0.00	12,000.00	100.0%
Heavy Axle Trailer	5,500.00	0.00	5,500.00	100.0%
Total 15900 · Excavating Equipment	62,000.00	0.00	62,000.00	100.0%
16400 · Vehicles				
Accum Deprec - Vehicles	-47,721.25	-47,721.25	0.00	0.0%
chevy truck	0.00	7,900.00	-7,900.00	-100.0%
16400 · Vehicles - Other	62,133.25	47,721.25	14,412.00	30.2%
Total 16400 · Vehicles	14,412.00	7,900.00	6,512.00	82.4%
Total Fixed Assets	91,584.97	22,091.98	69,492.99	314.6%
TOTAL ASSETS	**299,134.34**	**188,757.55**	**110,376.79**	**58.5%**

C&H Lawn & Landscaping, Inc.
Balance Sheet Prev Year Comparison
As of May 28, 2013

	May 28, 13	May 28, 12	$ Change	% Change
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
24000 · Payroll Liabilities	13,399.16	9,671.52	3,727.64	38.5%
26000 · Loan payable to Shareholder	4,301.33	4,301.33	0.00	0.0%
27000 · 2007 GMC Truck Loan	13,832.83	17,123.88	-3,291.05	-19.2%
Total Other Current Liabilities	31,533.32	31,096.73	436.59	1.4%
Total Current Liabilities	31,533.32	31,096.73	436.59	1.4%
Total Liabilities	31,533.32	31,096.73	436.59	1.4%
Equity				
30100 · Capital Stock				
30150 · Additional Paid in Capital	4,500.00	4,500.00	0.00	0.0%
30100 · Capital Stock - Other	1,000.00	1,000.00	0.00	0.0%
Total 30100 · Capital Stock	5,500.00	5,500.00	0.00	0.0%
31400 · Shareholder Distributions	-55,534.46	-78,379.01	22,844.55	29.2%
32000 · Retained Earnings	272,019.46	165,797.40	106,222.06	64.1%
Net Income	45,616.02	64,742.43	-19,126.41	-29.5%
Total Equity	267,601.02	157,660.82	109,940.20	69.7%
TOTAL LIABILITIES & EQUITY	**299,134.34**	**188,757.55**	**110,376.79**	**58.5%**

CITY OF BLOOMINGTON
THIRD STREET MEDIAN LANDSCAPE PLAN

WYNDALE DRIVE TO LANDMARK AVENUE

APRIL 23, 2013

SHEET NO.	TITLE
1 - 7	Landscape Planting Plans
8	Enlargement Plan, Plant Schedule & Details

Prepared for:

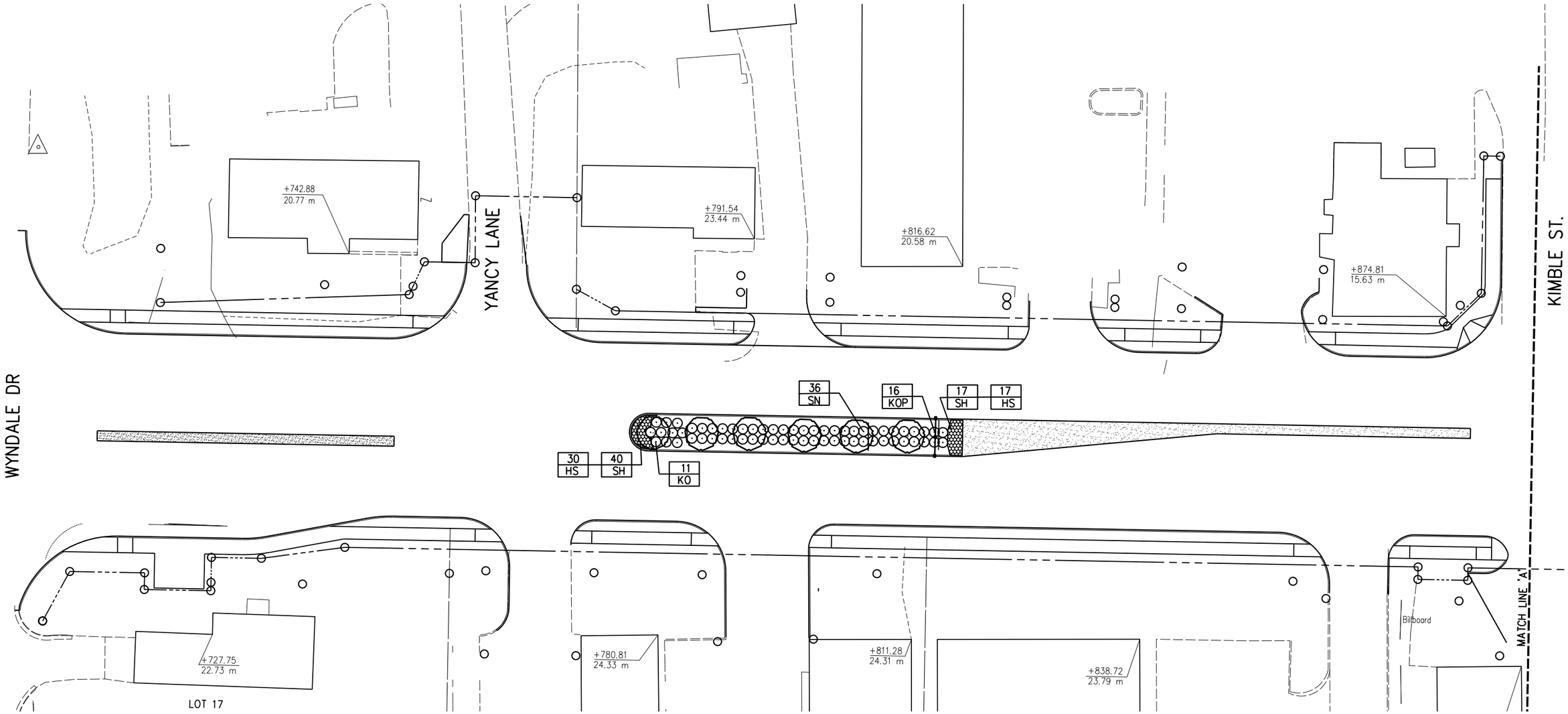
City of Bloomington

Parks & Recreation Department
401 N. Morton, #250
Bloomington, IN 47402
812-349-3700

Public Works - Engineering Division
401 N. Morton, #130
Bloomington, IN 47402
812-349-3417

Prepared by:

CORNERSTONE
PLANNING & DESIGN, INC.
LANDSCAPE ARCHITECTURE DESIGN SERVICES
PO BOX 6095, FISHERS, IN 46038
PHONE: (317) 849-0600



LEGEND

- EXISTING TREE
- PROPOSED SHRUB
- PROPOSED GROUNDCOVER
- PROPOSED PERENNIALS
- EXISTING STREET LIGHT

PROJECT AREA: WEST 3RD STREET RIGHT-OF-WAY FROM WYNDALE DRIVE EAST TO LANDMARK AVENUE.

SEE PAGE 8 FOR ALL LANDSCAPE DETAILS, NOTES AND PLANTING LIST

N

20' 0 20' 40' 60'
SCALE: 1" = 20'

811
Know what's **below.**
Call before you dig.
Call 811 or 1-800-382-5544 Before You Begin Any Digging Project.
Call 48 hours or 2 working days before you dig.
It's Fast, It's Easy and It's the Law in the state of Indiana!

CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, INLETS, VALVES, AND MARKS MADE UPON THE GROUND BY OTHERS) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

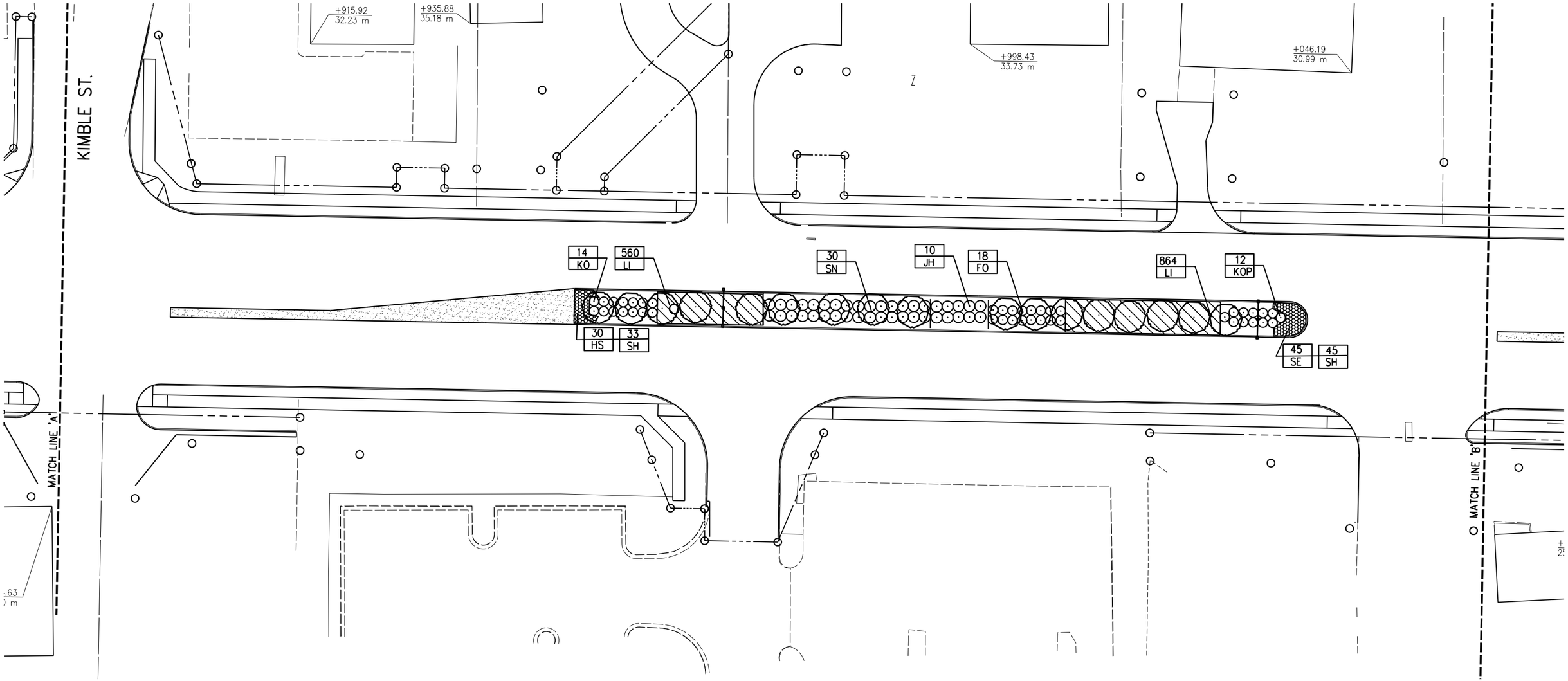
CITY OF BLOOMINGTON: 3RD STREET LANDSCAPE PROJECT

Landscape Planting Plan

BLOOMINGTON PARKS & RECREATION DEPARTMENT
401 N. MORTON ST, #250 BLOOMINGTON, IN 812-349-3700

CORNERSTONE PLANNING & DESIGN, INC.
FISHERS, IN PHONE: 317-849-0600

DATE: 4/9/13
REV:



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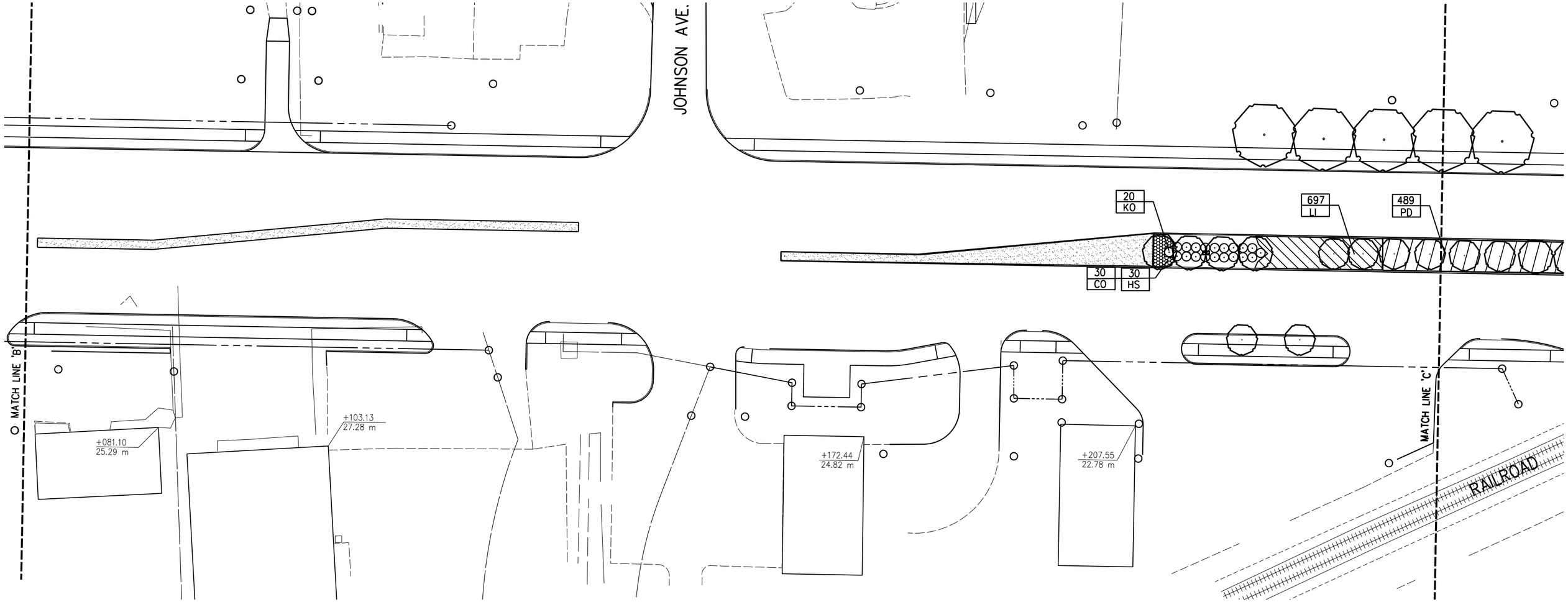

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Landscape Planting Plan

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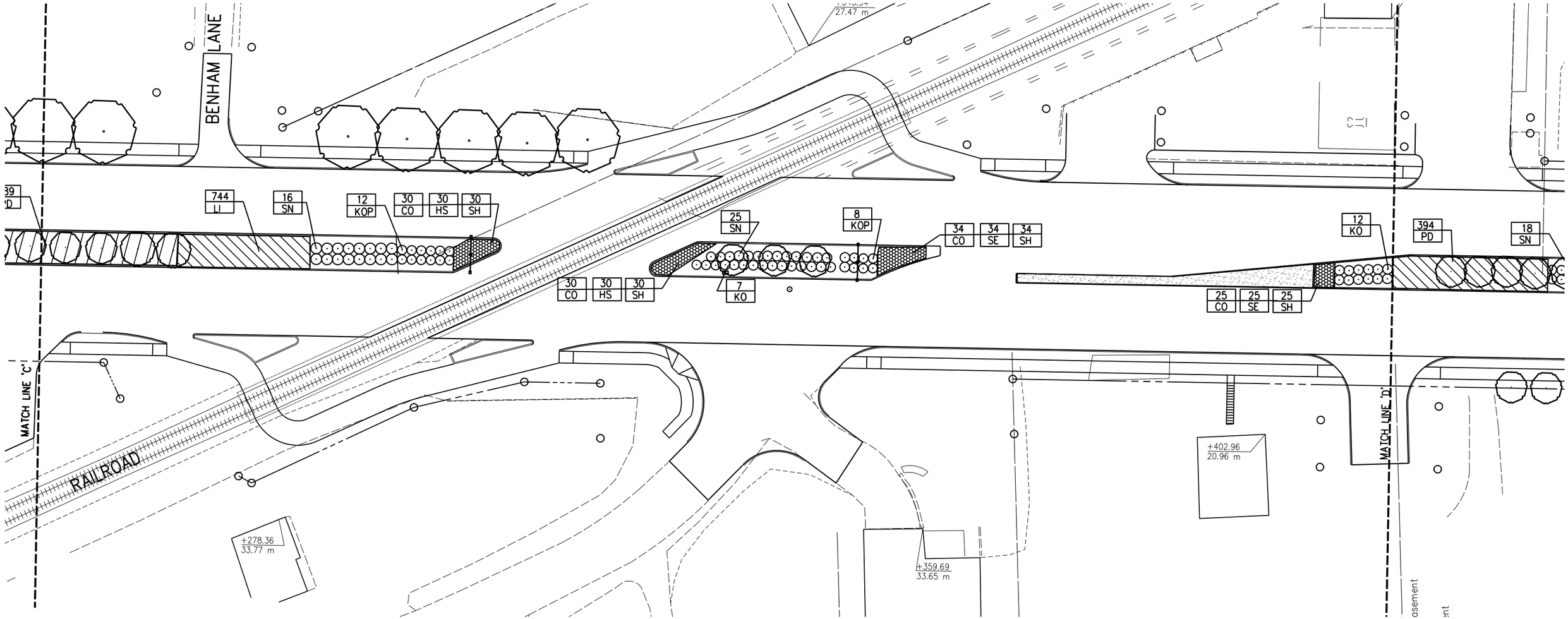
REV:

SHEET 3 OF 8



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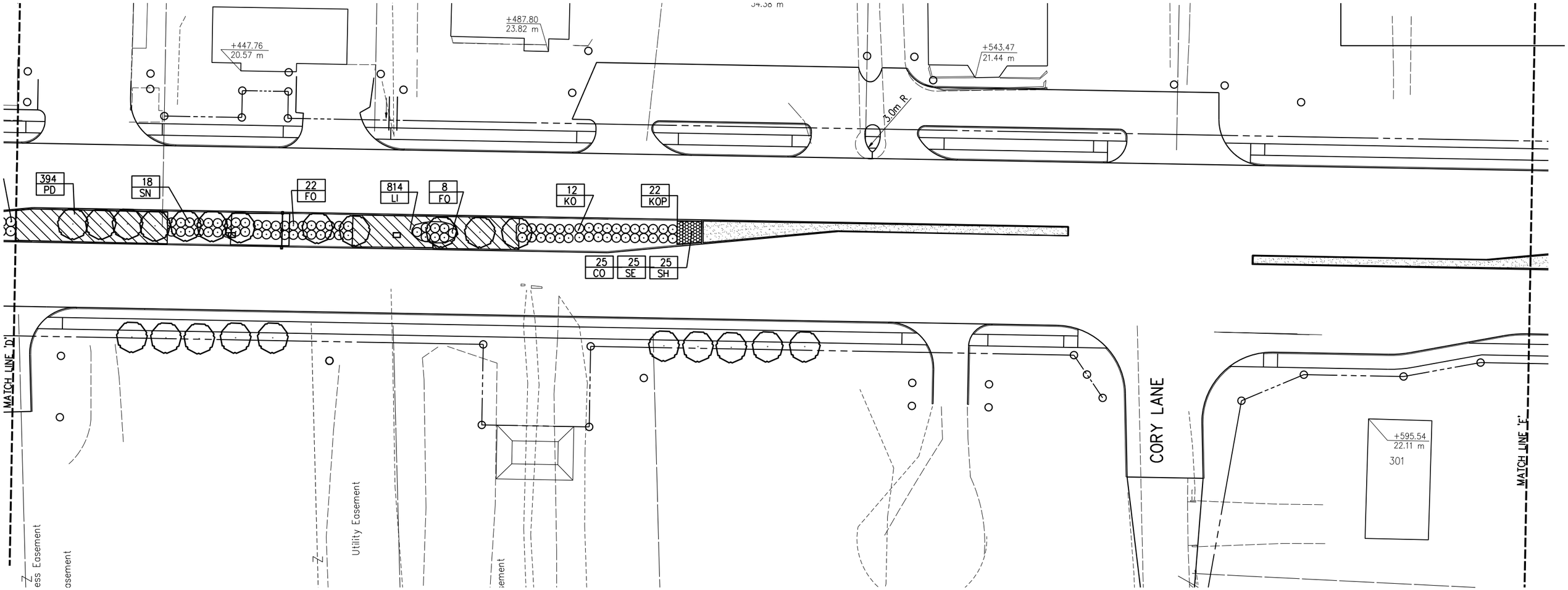

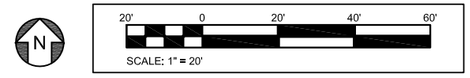

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Landscape Planting Plan

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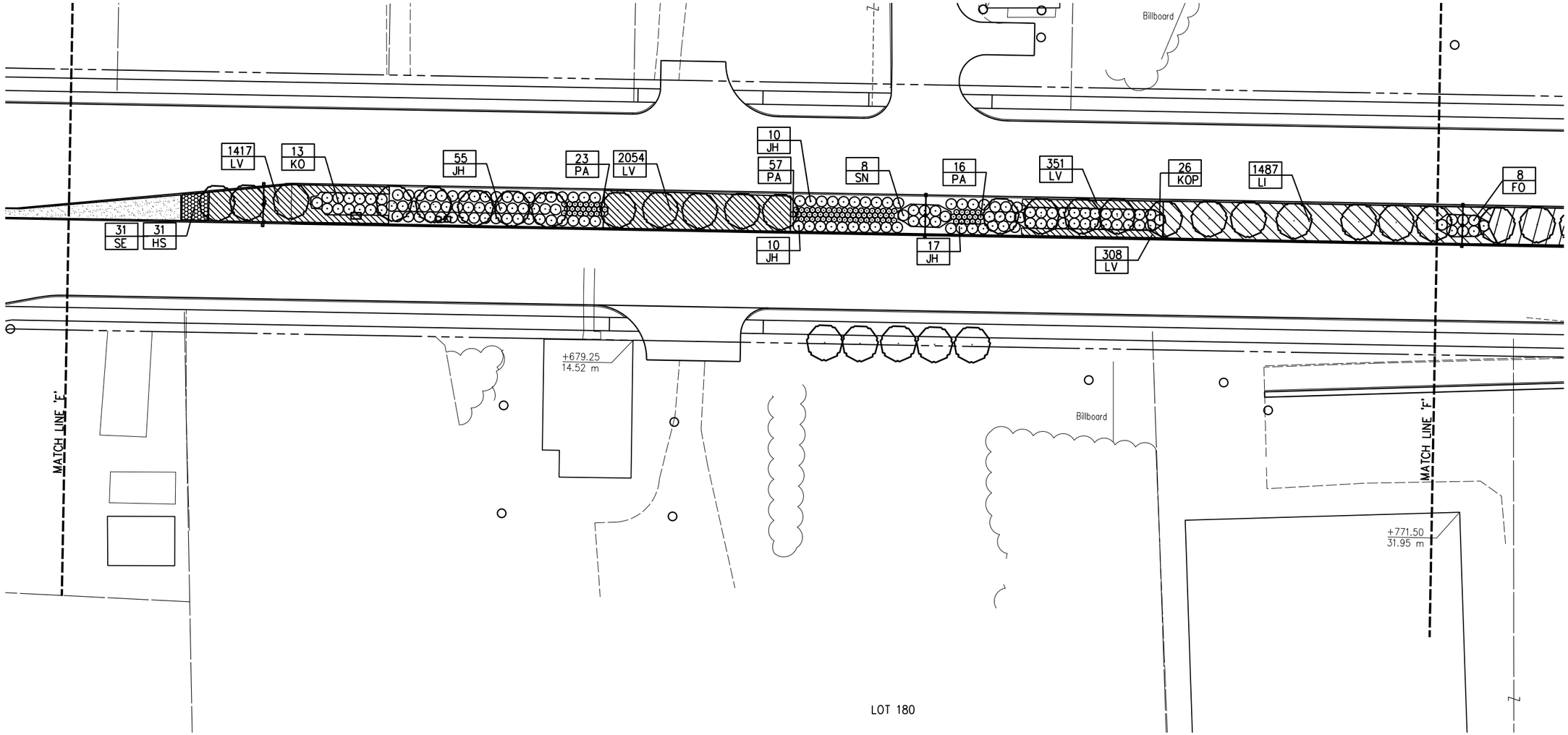

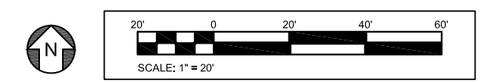

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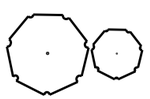
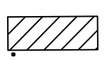


EXISTING TREE

PROPOSED SHRUB



PROPOSED GROUNDCOVER

PROPOSED PERENNIALS

EXISTING STREET LIGHT

SEE PAGE 8 FOR ALL LANDSCAPE DETAILS, NOTES AND PLANTING LIST

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CITY OF BLOOMINGTON: 3RD STREET LANDSCAPE PROJECT

Landscape Planting Plan

BLOOMINGTON PARKS & RECREATION DEPARTMENT
401 N. MORTON ST, #250 BLOOMINGTON, IN 812-349-3700

CORNERSTONE PLANNING & DESIGN, INC.
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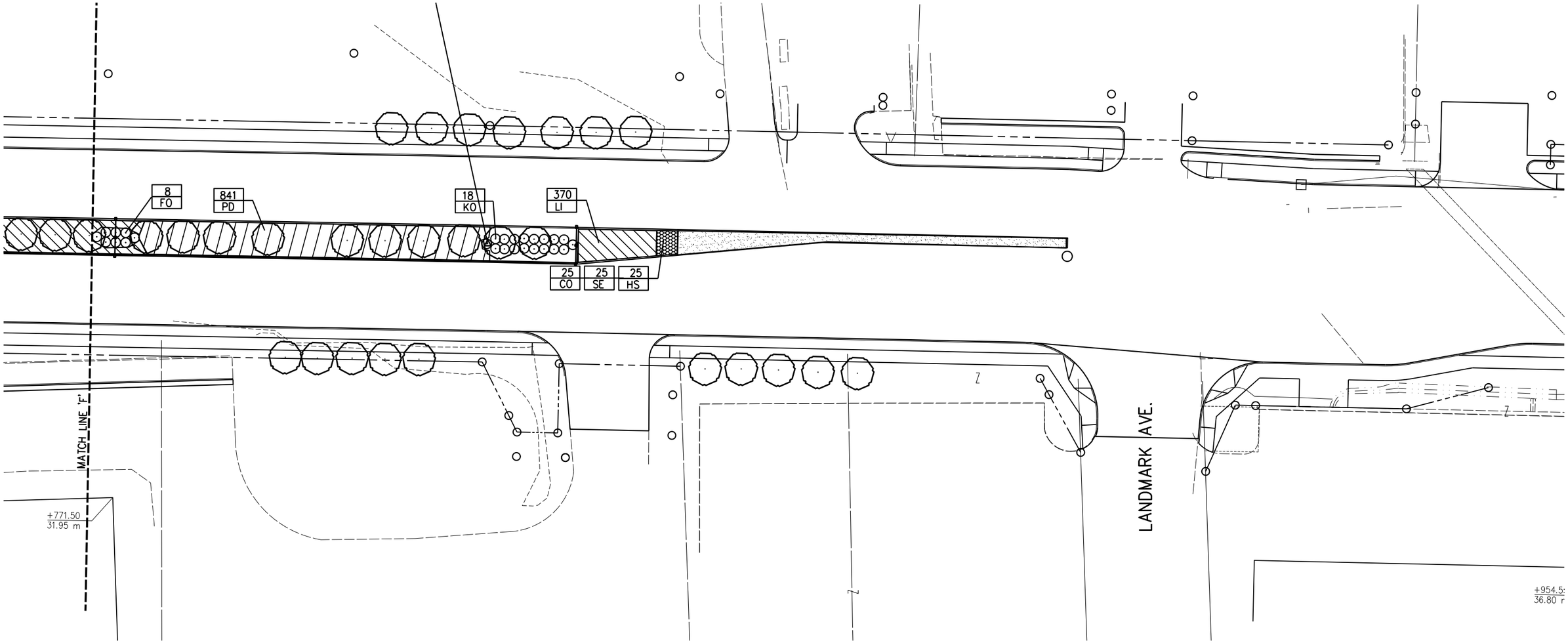

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Landscape Planting Plan

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CORNERSTONE PLANNING & DESIGN, INC.
FISHERS, IN PHONE: 317-849-0600

DATE: 4/9/13
REV:

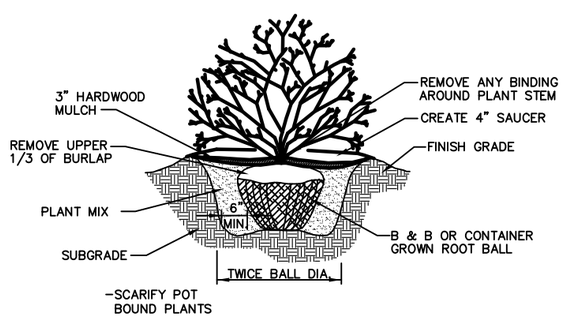
GENERAL NOTES:

1. FINAL PLACEMENT OF PLANT MATERIALS, ETC. SHALL BE APPROVED BY LANDSCAPE ARCHITECT OR OWNER BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL SHRUBS SHALL BE MARKED WITH A WOODEN STAKE INDICATING VARIETY AND SIZE. ALL GROUND COVER AND MULCH BED LINES SHALL BE MARKED BY A HIGHLY VISIBLE PAINT LINE WITH OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTINGS OPERATIONS. PLANT MATERIAL LOCATIONS MAY BE ADJUSTED IN THE FIELD BY LANDSCAPE ARCHITECT AS NEEDED.
2. RECONDITION AND SEED/RE-SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES THAT ARE NOT TO RECEIVE OTHER SURFACE TREATMENT.
3. ALL SHRUB PLANTING AREAS TO BE COVERED WITH 3" THICK LAYER OF SHREDDED HARDWOOD BARK MULCH. ALL GROUND COVER BEDS SHALL BE COVERED WITH 1" SHREDDED HARDWOOD BARK MULCH. BARK MULCH SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER AND SHALL BE UNIFORM IN TEXTURE AND COLOR AND SHALL BE OBTAINED FROM SAWMILL OR LUMBERING OPERATIONS. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED.
4. AN APPROVED PRE-EMERGENT HERBICIDE SHALL BE APPLIED IN ALL PLANTING AND GROUND COVER BEDS AT RATES SPECIFIED BY MANUFACTURER FOR EACH VARIETY OF PLANT.
5. VERIFY DEPTH OF PLANTING MIX PRIOR TO PLANT INSTALLATION. ALL MEDIANS SHALL BE COMPLETELY FILLED WITH APPROVED PLANT MIX BY CITY URBAN FORESTER.
6. ALL AREAS INCLUDED TO BE SEEDED SHALL BE RECONDITIONED AND PREPARED FOR PLANTING IN ACCORDANCE WITH THE LANDSCAPE WORK SPECIFICATIONS.
7. NO SUBSTITUTIONS OF PLANT MATERIAL WILL BE ALLOWED. IF PLANTS ARE SHOWN TO BE UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT PRIOR TO BID DATE IN WRITING. ALL PLANTS SHALL BE INSPECTED AND TAGGED WITH PROJECT IDENTIFICATION AT NURSERY OR CONTRACTOR'S OPERATION PRIOR TO MOVING TO JOB SITE. PLANTS MAY ALSO BE INSPECTED AND APPROVED OR REJECTED ON THE JOB SITE.
8. ALL PLANTS ARE TO MEET OR EXCEED LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN, CITY OF BLOOMINGTON STANDARS AND SPECIFICATION SECTION 02930 EXTERIOR PLANTS.
9. PLANTS AND ALL OTHER MATERIALS MAY NOT BE STORED ON SITE.
10. ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FOLLOWING FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT/OWNER SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE LANDSCAPE CONTRACTOR.
11. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR WORK INCLUDING BUT NOT LIMITED TO PLANT MATERIAL, PLANTING MIX, REMOVAL OF EXISTING SOIL HARDWOOD BARK MULCH, TREE STAKING, TRAFFIC CONTROL, ETC.
12. PEAT MOSS TO BE USED ON PROJECT SHALL BE A DOMESTIC OR IMPORTED MATERIAL, CHOCOLATE BROWN IN COLOR AND COMPOSED OF PARTIALLY DECOMPOSED VEGETABLE MATERIAL. PEAT MOSS TO ALSO BE MILDLY ACIDIC IN CHARACTER AND SHALL MEET APPROVAL OF ARCHITECT.
13. IT IS RESPONSIBILITY OF CONTRACTOR TO COORIDINATE WITH ALL UTILITIES AND CONFIRM LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
14. IT IS RESPONSIBILITY OF CONTRACTOR TO PROVIDE TRAFFIC CONTROL INCLUDING ELECTRONIC ARROW BOARDS, WARNING SIGNAGE "LEFT LANE CLOSED AHEAD", AND PLACEMENT OF CONES OR BARRELS TO CLOSE THE LANE CLOSEST TO THE MEDIAN IN BOTH DIRECTIONS. CONTRACTOR SHALL COORDINATE AND PROVIDE A MINIMUM OF 3 DAY NOTICE TO THE CITY OF BLOOMINGTON ENGINEERING DEPT. AND SHALL COORIDINATE ALL WORK WITHIN THE 3RD STREET RIGHT-OF-WAY WITH THE CITY INCLUDING BUT NOT LIMITED TO PARKS, ENGINEERING AND UTILITY DEPARTMENTS. SEE SPECIFICATIONS – SPECIAL CONDITIONS.

PLANT SCHEDULE

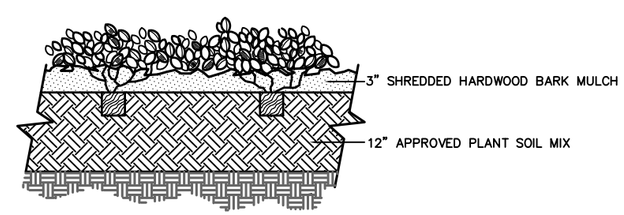
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE		NOTES
SHRUBS						
FO	56	Forysthia x 'Courtasol'	Gold Tide Forsythia	18"	Cont.	4'-0" O.C.
JH	102	Juniperus sabina 'Buffalo	Buffalo Juniper	18"-24"	Cont.	4'-0" O.C.
KO	107	Rosa – Knock Out 'Radraa'	Radrazz Knock Out Rose	18"	Cont.	4'-0" O.C.
KOP	96	Rosa – 'Pink Knockout'	Pink Knock Out	18"	Cont.	4'-0" O.C.
SN	133	Spiraea nipponica	Snowmound Spirea	18"-24"	Cont.	4'-0" O.C.
GROUND COVER						
PA	96	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	Gallon	Cont.	2'-0" O.C.
LI	5536	Liriope 'Big Blue'	Big Blue Liriope	2 1/4" Pot	50 plants/flats	12" O.C.
LV	4130	Liriope vegatus	Varigated Liriope	2 1/4" Pot	50 plants/flats	8" O.C.
PERENNIALS						
CO	199	Coreopsis x verticillata	Moonbeam Coreopsis	Gallon	Cont.	2'-0" O.C.
HS	223	Hemorcallis "Stella del oro	Stella Del Oro Daylilly	Quart	Cont.	18" O.C.
PD	1724	Sporobolus heterolepis	Prairie Dropseed	#1 Cont.	Cont.	18" O.C.
SE	185	Sedum x 'Autumn Joy'	Autmn Joy Sedum	Quart	Cont.	18" O.C.
SH	279	Leucanthemum vulgare	Shasta Daisy May Queen	Quart	Cont.	18" O.C.

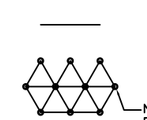
CONTRACTOR SHALL REMOVE EXISTING MEDIAN SOIL TO DEPTH OF 12" AND REPLACE WITH PLANTING MIX.
PLANTING MIX IS TO BE SUPPLIED BY LANDSCAPE CONTRACTOR. PLANTING MIX SHALL BE GOOD EARTH – GARDEN BLEND WHICH CONSISTS OF 50% TOPSOIL, 405 COMPOST, 10% SAND OR PRE-APPROVED EQUAL (PRIOR TO BID) BY CITY URBAN FORESTER.
ALL LANDSCAPE MEDIAN AREAS SHALL BE FILLED WITH PLANT MIX UP TO 3" BELOW FINISH CURB HEIGHT
ALL LANDSCAPE MEDIAN AREAS SHALL RECEIVE 3" MINIMUM HARDWOOD BARK MULCH FROM CURB TO CURB.



SHRUB PLANTING DETAIL

NO SCALE





NOTE: ALL GROUNDCOVER/PERENNIALS BEDS SHALL BE PLANTED USING TRIANGULAR PLANTING SCHEME. REFER TO PLANTING SCHEDULE FOR ON-CENTER PLANTING DIMENSION.

PERENNIAL PLANTINGS

NO SCALE

811
Know what's **below.**
Call before you dig.
Call 811 or 1-800-382-5544 Before You Begin Any Digging Project.
Call 48 hours or 2 working days before you dig.
It's Fast, It's Easy and It's the Law in the state of Indiana!

CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, INLETS, VALVES, AND MARKS MADE UPON THE GROUND BY OTHERS) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

CITY OF BLOOMINGTON: 3RD STREET LANDSCAPE PROJECT

Landscape Planting List, Notes, and Details

BLOOMINGTON PARKS & RECREATION DEPARTMENT
401 N. MORTON ST, #250 BLOOMINGTON, IN 812-349-3700

CORNERSTONE PLANNING & DESIGN, INC.
FISHERS, IN PHONE: 317-849-0600

DATE: 4/23/13
REV:

SHEET 8 OF 8

Board of Public Works
Staff Report

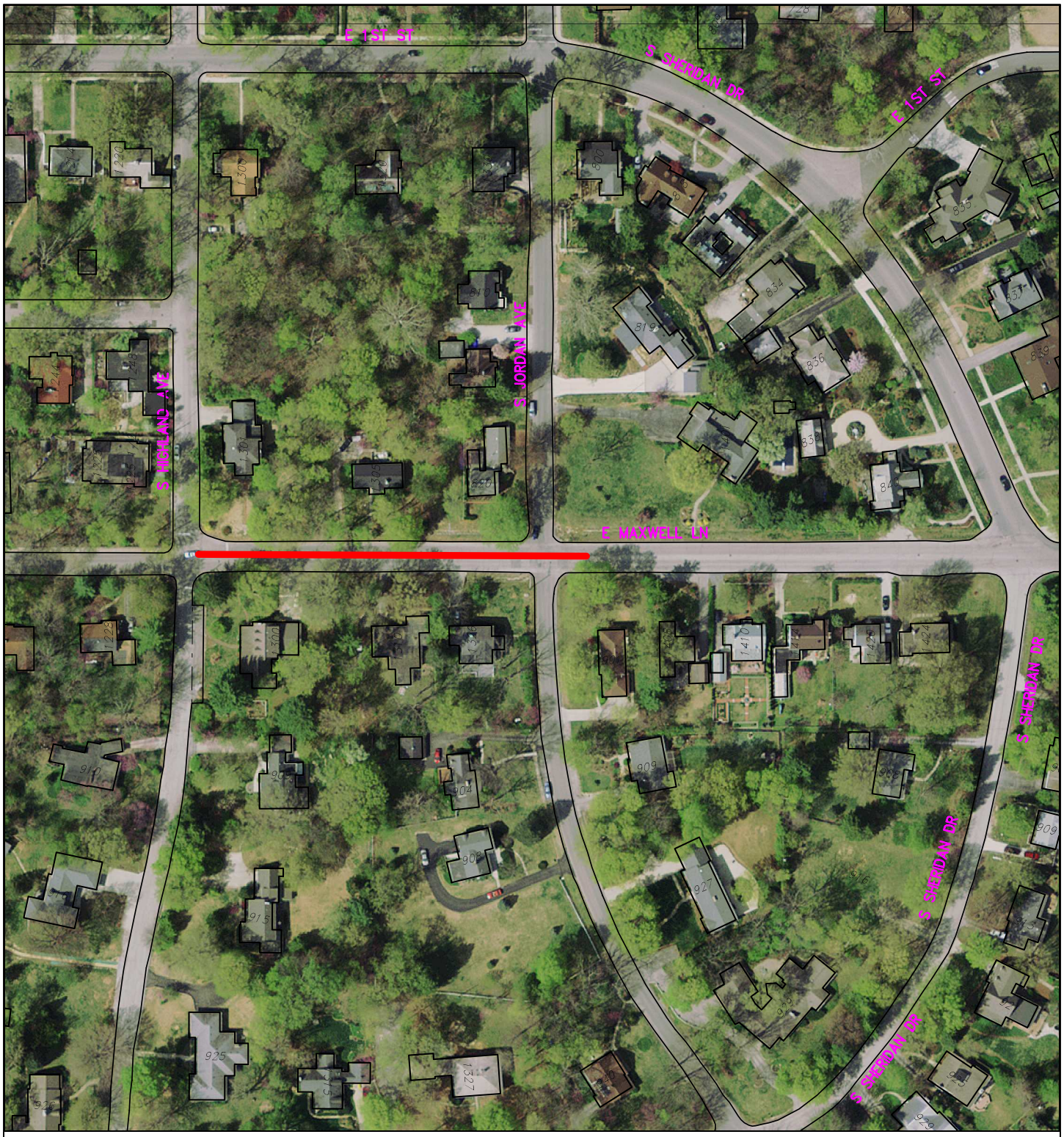
Project/Event:	Request Permission to Seek Quotes for Maxwell Lane Sidewalks
Petitioner/Representative:	N/A
Staff Representative:	Justin Wykoff
Meeting Date:	June 4, 2013

The City of Bloomington Engineering Department would like to seek quotes for the construction of curb, sidewalk, and storm-water improvements along Maxwell Lane between Highland Avenue and Jordan Avenue.

I have included the plan set for this project for your review and consideration, and at this time we are only proposing to construct the first block

The City Council Sidewalk Committee originally approved the design of this project in 2006, and recently selected it for construction using 2013 City Council Sidewalk Funding in April. We would like to seek quotes for this project and present the results to the Board of Public Works at their regularly scheduled meeting on July 2nd.

Staff Recommendation: Approval **By:** Justin D. Wykoff



Maxwell Lane Sidewalk Project Limits

By: wykoffj
30 May 13

150 0 150 300 450

N

City of Bloomington
Engineering

Scale: 1" = 150'

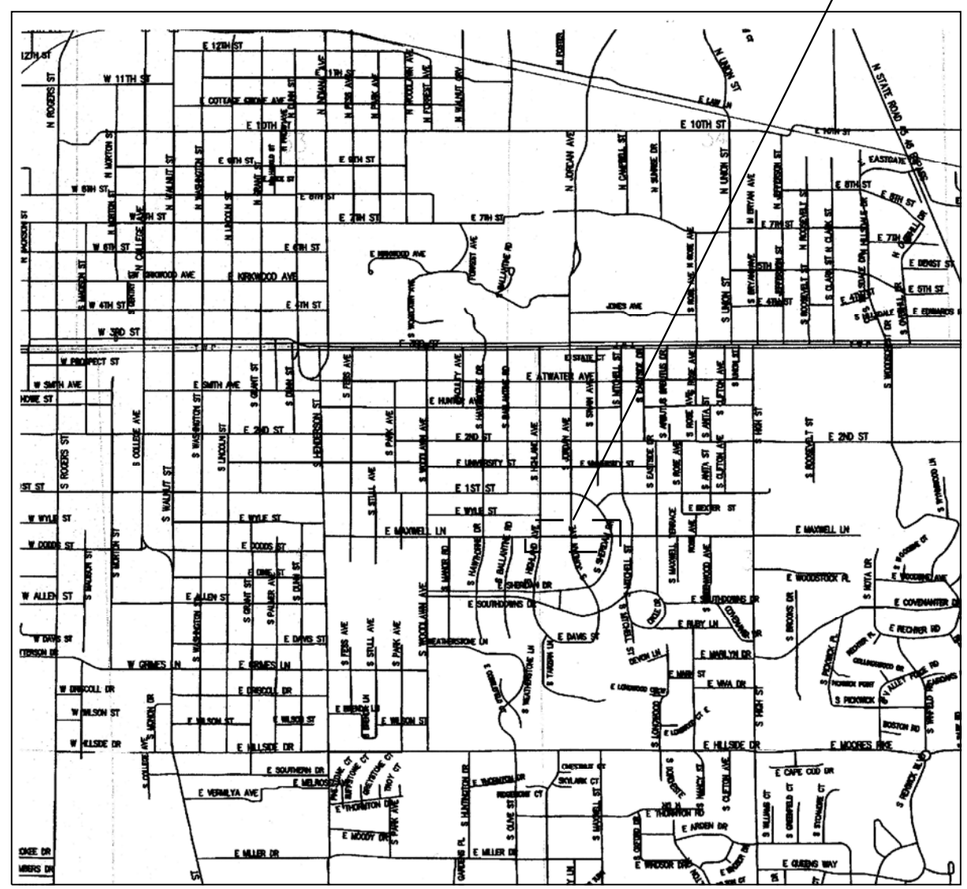
For reference only; map information NOT warranted.

CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

MAXWELL LANE
HIGHLAND AVENUE TO SHERIDAN DRIVE

INDEX OF DRAWINGS

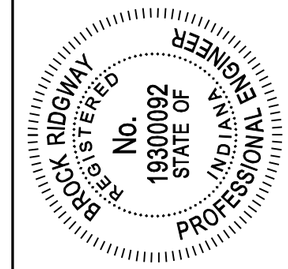
A1	TITLE SHEET
B1	GENERAL NOTES, UTILITIES
B2	LEGEND, REFERENCE POINT DATA
D1	TYPICAL PAVEMENT DETAILS
D2	TYPICAL STORM SEWER DETAILS
M1	MAINTENANCE OF TRAFFIC AND EROSION CONTROL PLANS
P1 - P2	PLAN AND PROFILES
S1	STRUCTURE DATA TABLE AND PAVED SIDE DITCH DETAIL
X1 - X5	CROSS SECTIONS



0 2000'

LOCATION MAP

BLOOMINGTON, INDIANA



PREPARED BY:

EAGLE RIDGE
CIVIL ENGINEERING SERVICES, LLC
1321 Laurel Oak Drive
Avon, Indiana 46123
(317)370-9672

PROJECT NO.: 005

FILENAME:

REVISIONS	
DATE	DESCRIPTION

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

MAXWELL LANE

SHEET NO. A1

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UTILITY CONTACTS

CABLE TELEVISION
INSIGHT COMMUNICATIONS
ATTN: SCOTT TEMPLETON
2450 SOUTH HENDERSON ST.
BLOOMINGTON, IN 47401
(812) 332-6332

GAS
VECTREN ENERGY
ATTN: DOUG ANDERSON
205 SOUTH MADISON
BLOOMINGTON, IN 47404
(812) 330-4000
(812) 334-6762

FOR SERVICE RELOCATIONS
(48 HOUR NOTICE NEEDED)
ATTN: MELVIN WILLIAMS
(812) 330-4031

TELEPHONE
AT & T
ATTN: BRENT McCABE
4517 INDIANA BELL COURT
BLOOMINGTON, IN 47408
(812) 334-4521

ELECTRIC
DUKE ENERGY
ATTN: KERRY DUCKER
1100 WEST SECOND ST.
P.O. BOX 2448
BLOOMINGTON, IN 47403
(812) 337-3035

SEWER AND WATER
CITY OF BLOOMINGTON UTILITIES
ATTN: MIKE BENGTSON
1969 SOUTH HENDERSON ST.
BLOOMINGTON, IN 47401
(812) 349-3653

GENERAL NOTES

MAINTENANCE OF TRAFFIC AND ACCESS: THE MAINTENANCE OF TRAFFIC (VEHICULAR AND PEDESTRIAN) AND THE MAINTENANCE OF ACCESS (TO BUSINESSES AND TO RESIDENCES) ARE TO BE PROVIDED AT ALL TIMES AND BE CLEARLY MARKED. ANY INTERRUPTION MUST BE OF VERY SHORT DURATION AND BE COORDINATED WITH THE PROPERTY OWNER AT LEAST 48 HOURS IN ADVANCE.

INCIDENTAL WORK: ALL WORK SHOWN OR SPECIFIED IN THE CONTRACT DOCUMENTS AND OTHER WORK WHICH MAY BE INCIDENTAL TO THE DENOTED WORK SHALL BE CONSIDERED TO BE INCLUDED IN THE TOTAL CONTRACT LUMP SUM PRICE.

SIGNS: CONTRACTOR IS TO CONTACT CITY TRAFFIC DIVISION, DON PORTER AT (812)349-3452 TO HAVE CITY OWNED SIGNS REMOVED PRIOR TO WORK AND RESET AFTER WORK. CONTACT SHALL BE MADE AT LEAST 5 DAYS IN ADVANCE FOR REMOVAL. CONTRACTOR TO COORDINATE WITH CITY TO DETERMINE IF ANY SIGN SLEEVES ARE TO BE INSTALLED IN SIDEWALKS, AND PLACE IF SO DIRECTED.

USE OF INDOT STANDARD SPECIFICATIONS: MATERIALS AND WORKMANSHIP OF THE FOLLOWING WORK SHALL BE AS REQUIRED BY THE INDOT 2006 STANDARD SPECIFICATIONS. THE STANDARD SPECIFICATIONS WILL ALSO APPLY WHERE OTHER STANDARDS ARE NOT SPECIFIED.
BITUMINOUS PAVING SEC. #402
SIDEWALKS SEC. #604
SEEDING AND SODDING SEC. #621
EROSION CONTROL SEC. #205
CONCRETE PAVEMENTS SEC. #501
CURBS SEC. #605

COORDINATION OF DRAWINGS, TECHNICAL SPECIFICATIONS, CONSTRUCTION SPECIFICATIONS AND STANDARD SPECIFICATIONS: THE CONTRACT DOCUMENTS ARE INTENDED TO BE COMPLEMENTARY AND TO DESCRIBE AND PROVIDE FOR COMPLETE WORK. A REQUIREMENT APPEARING IN ONE IS BINDING AS THOUGH OCCURRING IN ALL. IN CASE OF DISCREPANCY, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:
1. PERMITS ISSUED BY LOCAL, STATE AND FEDERAL REGULATORY AGENCIES,
2. TECHNICAL SPECIFICATIONS,
3. PROJECT DRAWINGS,
4. CONSTRUCTION SPECIFICATIONS FOR SANITARY, WATER, AND STORM PROJECTS, AS PUBLISHED BY CITY OF BLOOMINGTON UTILITIES (CURRENT EDITION),
5. STANDARD SPECIFICATIONS AS PUBLISHED BY THE INDIANA DEPARTMENT OF TRANSPORTATION, 2006, INCLUDING CURRENT SUPPLEMENTS.

PRESENCE OF UTILITIES: EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY ALSO BE PRESENT. EXACT LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.

USE OF RIGHT OF WAY: CONTRACTOR IS ONLY ALLOWED TO USE THE AREAS SHOWN ON THE PLANS AS "RIGHT OF WAY" DURING CONSTRUCTION. HOWEVER, NO MATERIALS OR EQUIPMENT SHALL BE STORED IN A LOCATION OR MANNER WHICH PRESENTS A HAZARD TO THE PUBLIC OR THE ENVIRONMENT. THE SAFEGUARD OF MATERIALS REMAINING IN THESE AREAS IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RIGHTS FOR ANY ADDITIONAL AREAS NEEDED. CONTRACTOR SHALL STAKE RIGHT OF WAY PRIOR TO COMMENCING WORK IN PROJECT AREA.

CURB RAMPS: ALL CURB RAMPS WILL BE PER INDOT STANDARDS FOR THE DESIGNATED TYPES, AND SHALL INCLUDE A DETECTABLE WARNING SURFACE OF TRUNCATED DOMES IN ACCORDANCE WITH STANDARD SPECIFICATIONS.

UTILITY SERVICE RELOCATIONS: RELOCATION OF WATER MAINS AND WATER SERVICES SHALL BE BY CITY UTILITIES (CBU). RELOCATION OF SANITARY LATERALS WILL BE PERFORMED BY CONTRACTOR. WORK ON SANITARY LATERALS WILL BE IN ACCORDANCE WITH THE CITY UTILITY'S CONSTRUCTION SPECIFICATIONS SECTION 4.5.2.1.5.1. RELOCATION OF OTHER UTILITIES SHALL BE BY THE RESPECTIVE UTILITY UNLESS OTHERWISE NOTED.

PERMITS: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY LOCAL PERMITS TO COMPLETE THE WORK AS SHOWN, INCLUDING, BUT NOT LIMITED TO, THE RESTRICTION OR CLOSURE OF STREETS WHERE NEEDED. CONTRACTOR WILL BE REQUIRED TO OBTAIN ANY STATE OR FEDERAL PERMITS NOT PREVIOUSLY OBTAINED BY THE CITY OR THE ENGINEER OR TO COMPLETE THE APPLICATION OF SUCH PERMITS WHERE THE PERMIT COORDINATION OR APPLICATION IS NOT YET COMPLETE AT THE TIME OF BIDDING.

TREE TRIMMING: UNLESS OTHERWISE NOTED, CONTRACTOR IS TO TRIM TREES TO A HEIGHT OF 8' ABOVE FINISHED SIDEWALK GRADE. CONTRACTOR TO COORDINATE WITH URBAN FORESTER AND USE AN APPROVED TREE SEALANT.

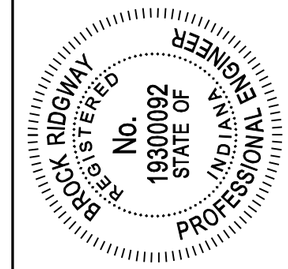
STAKING: CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING.

SIGNS AND PAVEMENT MARKINGS: ALL SIGNS AND MARKINGS SHALL BE AS REQUIRED IN THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

STORM SEWER STRUCTURE CASTINGS AND FRAMES: SPECIAL NOTE SHALL BE MADE BY THE CONTRACTOR THAT THE CITY OF BLOOMINGTON UTILITIES REQUIRES THE USE OF CASTINGS AND FRAMES BY EAST JORDAN IRON WORKS.

GRADES: ALL SPOT GRADES AND CONTOURS PROVIDED ARE TO SURFACE OF GROUND (PAVEMENT SURFACE, TOP OF CASTING, FINISHED GRADE, ETC.) UNLESS OTHERWISE NOTED.

EXISTING LANDSCAPING IN CITY RIGHT-OF-WAY: CONTRACTOR IS TO GIVE ADJACENT PROPERTY OWNERS 48 HOURS NOTICE PRIOR TO REMOVING PLANTS, STONES OR OTHER LANDSCAPING FEATURES THAT ARE IN THE CITY'S RIGHT-OF-WAY. CONTRACTOR MAY ASSIST OWNER IN RECOVERING ITEMS BY GENTLY PLACING THEM JUST OFF THE RIGHT-OF-WAY (AT THE CONTRACTOR'S RISK), BUT ONLY AFTER COORDINATING WITH PROPERTY OWNER. ITEMS AND PLANTS NOT RECOVERED ARE TO BE REMOVED FROM THE SITE.



PREPARED BY:
EAGLE RIDGE
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1321 Laurel Oak Drive
Avon, Indiana 46123
(317)370-9672

PROJECT NO.: 005
FILENAME:

REVISIONS	
DATE	DESCRIPTION

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

GENERAL INFORMATION

SHEET NO. B1

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GENERAL LEGEND (EXISTING SCREENED, PROPOSED IN BOLD)

- UTILITY HAND HOLE
- LIGHT POLE
- WATER VALVE
- GAS VALVE
- INLETS
- HYDRANT
- TRAFFIC MANHOLE
- TRANSFORMER BOX
- TREES
- TELEPHONE MANHOLE
- FLAG POLE
- MAILBOX
- SIGN (1 OR 2 POST)
- SIGNAL POLE
- MANHOLE (STORM, SANITARY OR COMBINED)
- STORM SEWER
- SANITARY SEWER
- UNDERGROUND ELECTRIC
- GAS LINE
- UNDERGROUND TELEPHONE
- WATER LINE
- OVERHEAD ELECTRIC
- P.L. PROPERTY/RIGHT-OF-WAY LINE
- XX.XX PROPOSED SPOT GRADES
- XXX PROPOSED CONTOURS
- DITCH FLOW
- FLOW DIRECTION
- D.S. DOWNSPOUT

- (26) SODDED AREA, NURSERY SOD
- (AD) ASPHALT DRIVE AND PARKING LOT PAVEMENT
- (CD) CONCRETE DRIVE PAVEMENT
- (CG) CURB AND GUTTER
- (CL) PROPOSED CONSTRUCTION LIMITS
- (IC) INTEGRAL CURB AND WALK
- (MS) MULCH SEEDED AREAS
- (P) PAVEMENT PATCHING PER DETAILS
- (S) SIDEWALK, CONCRETE
- (SB) STOP BAR, 24" WIDE WHITE THERMOPLASTIC LINE
- (SC) STANDING CURB
- (SL) APPROXIMATE SANITARY LATERAL (IF IN CONFLICT, CONTRACTOR TO REPLACE)
- (W8) 8" WHITE THERMOPLASTIC LINE FOR CROSSWALKS
- (WS) APPROXIMATE WATER SERVICE (IF IN CONFLICT, CONTACT CBU, CBU WILL REPLACE)
- (H) CURB RAMP (LETTER DESIGNATES INDOT TYPE) PER INDOT STANDARD DRAWINGS
- (+) NEW TREES

MAINTENANCE OF TRAFFIC ITEMS

- INDOT STANDARD DRUM AT 20' SPACING (TYP.), 10' IN TAPERS
- BARRICADE
- WARNING SIGN ON STANDARD

EROSION CONTROL ITEMS

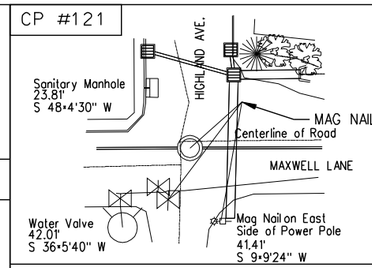
- 4' TALL TEMPORARY CONSTRUCTION FENCING
- SILT FENCING
- (IP) INLET PROTECTION

CONTROL POINTS AND TBM'S SHOWN ON SHEET P1 AND P2

TEMPORARY BENCH MARK:

RAILROAD SPIKE SET IN THE WEST SIDE OF A POWER POLE, 1' UP.
ELEV. = 855.71'

CP #121



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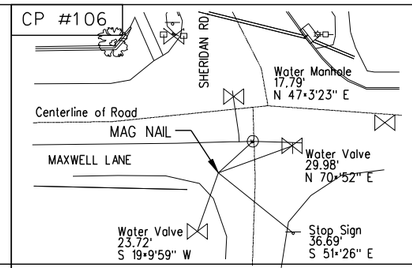
N = 1424448.72, E = 3113157.34

CP #106



PK NAIL #106, ELEV. = 855.16
N = 1424416.85, E = 3114009.39

REGISTERED BROCK RIDGWAY No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

PREPARED BY:

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1321 Laurel Oak Drive
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(317)370-9672

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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

LEGEND, REFERENCE POINT DATA

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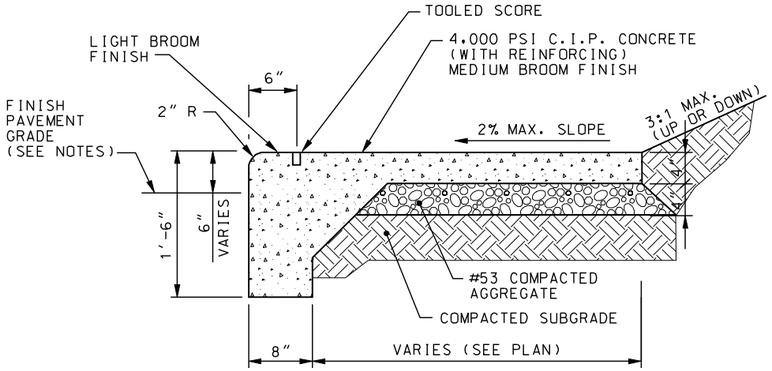
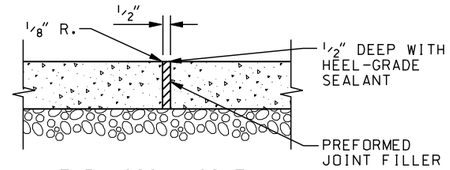


(IC) INTEGRAL CURB AND WALK

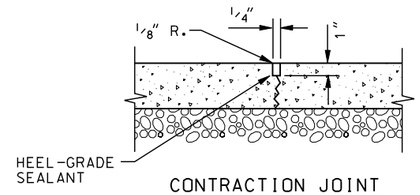
NTS

NOTES:
1. HAND FINISH CURB TO A 6" DEPTH (TYP.)
2. THIS DETAIL TO BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS.
3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



EXPANSION JOINT

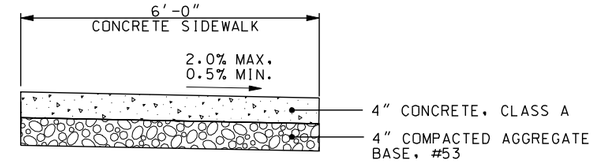
EXPANSION JOINT MATERIAL SHALL BE "ZIP-STRIP" EXPANSION MATERIAL WITH REMOVABLE CAP BY GREENSTREAK OR APPROVED EQUAL.



CONTRACTION JOINT

JOINT IN CONCRETE SIDEWALKS

NTS



(S) TYPICAL SIDEWALK DETAIL

NTS

SIDEWALK JOINT NOTES:

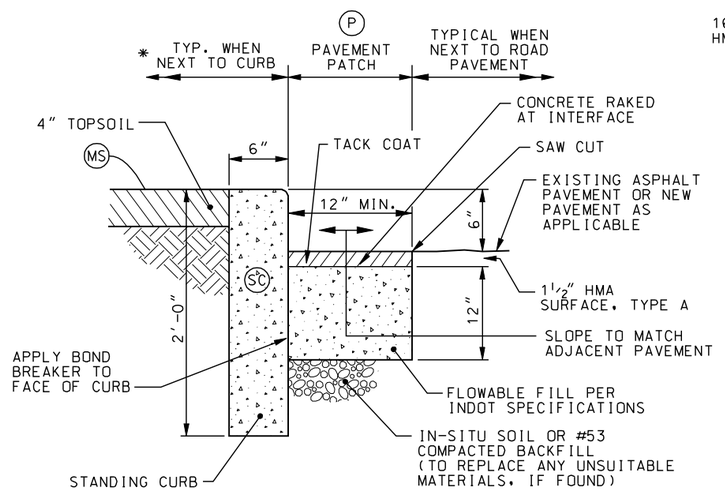
1. INSTALL 1/2" PREFORMED JOINT FILLER BETWEEN SIDEWALKS AND ANY OTHER FIXED FEATURES (CURBS, STEPS, RAMPS, BUILDINGS, ETC.)
2. IN EACH SIDEWALK SEGMENT, TOOL CONSTRUCTION JOINTS AT EVEN SPACING BUT NO MORE THAN 6' MAXIMUM APART. INSTALL AN EXPANSION JOINT WITH 1/2" PREFORMED JOINT FILLER AT A MAXIMUM SPACING EVERY 30' IN SIDEWALKS, AND AT EACH SIDEWALK CONNECTION TO OTHER SIDEWALKS, AT CURBS, AND AT RAMPS.

CURB JOINTS NOTE:

1. ALL CURBS SHALL RECEIVE A FULL DEPTH EXPANSION JOINT FORMED WITH 1/2" PREFORMED JOINT FILLER AT THE FOLLOWING LOCATIONS:
   - EVERY EXPANSION JOINT IN ADJACENT SIDEWALKS OR MEDIAN BUFFER STRIP
   - AT EACH RADIUS POINT
   - ON EITHER SIDE OF CURB INLETS OR OTHER CASTINGS
   - AT SAWCUT, LIMITS OF REMOVAL TO ANY EXISTING CURB
   - AT 100' MAXIMUM INTERVALS, IF NO OTHER JOINTS NEEDED
2. CURBS & COMBINED CURB AND GUTTER SHALL RECEIVE A TOOLED CONTRACTION JOINT AT 20' MAXIMUM SPACING.

CURB RAMPS NOTES:

1. RAMPS TO BE CONSTRUCTED AT A MAXIMUM 12:1 SLOPE TO A LANDING AREA FOR ENTRY ONTO ROADWAY PER PLANS.
2. RAMPS ARE TO RECEIVE "TRUNCATED DOMES" PER INDOT STANDARD.



(P) PAVEMENT PATCH DETAIL

NTS

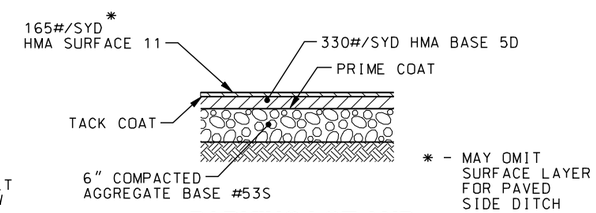
NOTES:

* 1. THIS AREA IS TO RECEIVE STANDING CURB AND 4" OF TOPSOIL AND MULCHED SEEDING (AS SHOWN ABOVE), OR INTEGRAL CURB AND WALK (DETAILED ELSEWHERE). TREATMENT AS SHOWN ON PLANS.

2. REFER TO CURB JOINTS NOTES FOR CURB JOINTING.

3. PAVEMENT PATCHING MAY NOT BE REQUIRED IF EXISTING PAVEMENT CAN BE REMOVED TO A CLEAN AND STRAIGHT EDGE AT FRONT OF PROPOSED CURB. CITY APPROVAL IS REQUIRED.

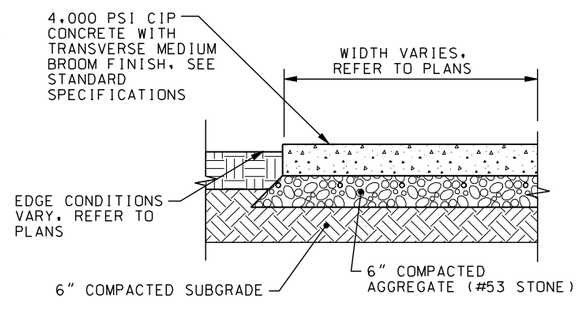
4. PAVEMENT PATCHING REQUIRED WHEREVER PAVEMENT IS CUT FOR PIPE WORK, AND WHERE EXISTING PAVEMENT IS DAMAGED TO COMPLETE THE REQUIRED CURB, DRIVE OR SIDEWALK WORK.



(AD) PARKING LOT AND ASPHALT DRIVE PAVEMENT

(WHERE NOTED ON PLANS)

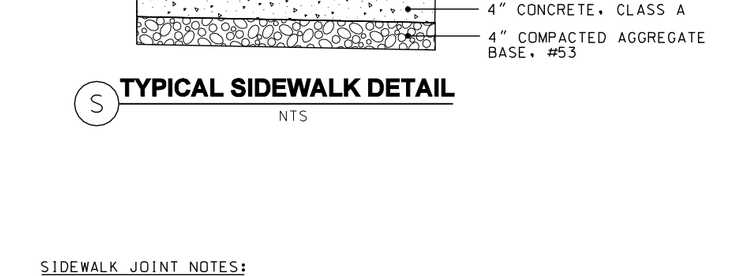
NTS



(CD) 6" CONCRETE PAVEMENT FOR CLASS I DRIVES

(FOR DRIVES AND ALLEYS)

NTS

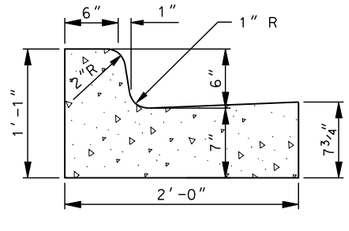


SLEEVE FOR FUTURE SIGN INSTALLATIONS IN SIDEWALKS

NTS

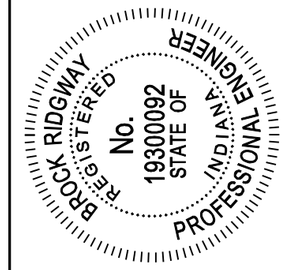
SIGN RELOCATION NOTES:

1. CONTRACTOR WILL COORDINATE WITH CITY TO HAVE EXISTING SIGNS REMOVED AT APPROPRIATE TIMES.
2. CONTRACTOR TO INSTALL PVC INSERTS IN SIDEWALKS AS SHOWN FOR OWNER'S USE IN RELOCATING SIGNS (OWNER TO DESIGNATE LOCATIONS).
3. ALL NEW AND EXISTING SIGNS WILL BE SET BY OWNER IN CONTRACTOR PROVIDED INSERTS UNLESS SHOWN OTHERWISE.
4. SIGN INSERTS WILL BE PLACED AT CONCRETE CONSTRUCTION JOINTS ONLY.



(CG) COMBINED CURB AND GUTTER DETAIL

NTS



PREPARED BY:
EAGLE RIDGE
CIVIL ENGINEERING SERVICES, LLC
1321 Laurel Oak Drive
Avon, Indiana 46123
(317)370-9672

PROJECT NO.: 005

FILENAME:

REVISIONS	
DATE	DESCRIPTION

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

TYPICAL PAVEMENT DETAILS

SHEET NO. D1

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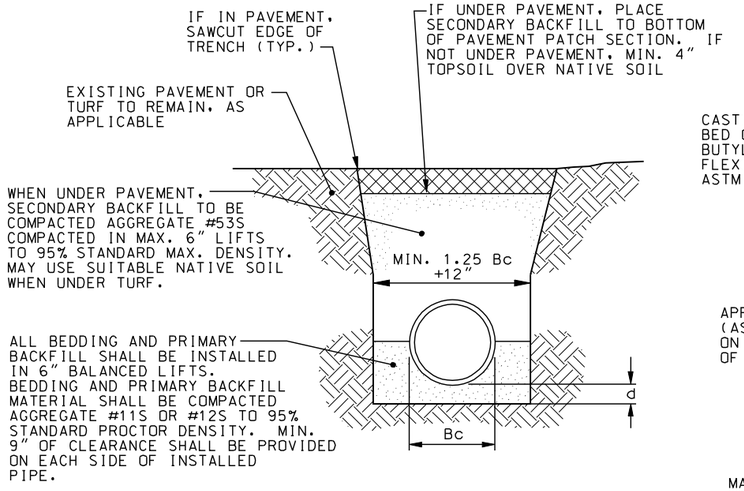


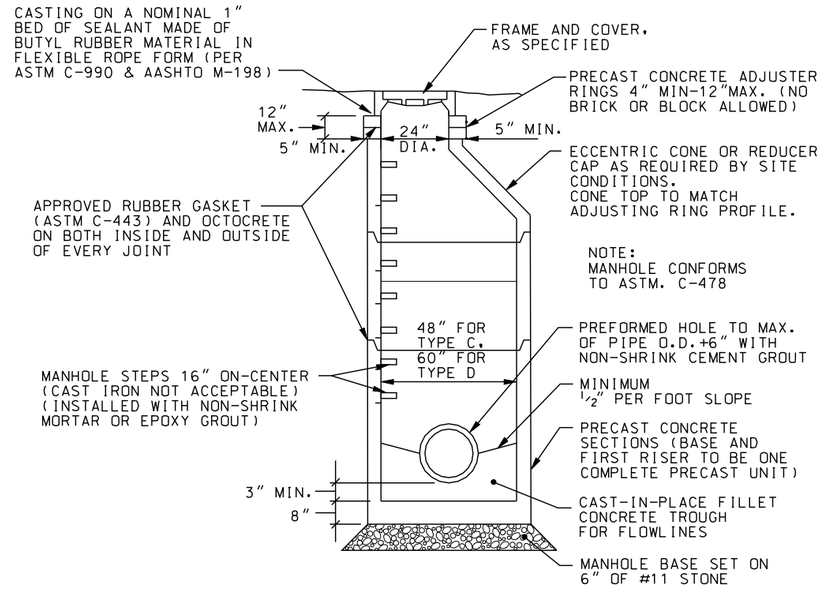
REINFORCED CONCRETE PIPE (RCP) TRENCH DETAIL

NTS

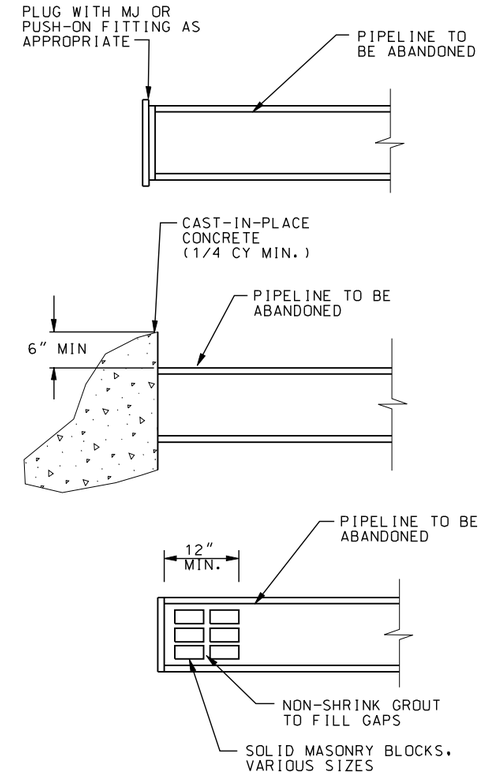
FOR RCP TRENCH DETAIL USE ONLY

DEPTH OF BEDDING MATERIAL BELOW PIPE	
D	(d) MIN.
ON SOIL	4" MIN.
ON ROCK	6" MIN.

LEGEND
Bc = OUTSIDE DIAMETER
D = INSIDE DIAMETER
d = DEPTH OF BEDDING MATERIAL BELOW PIPE

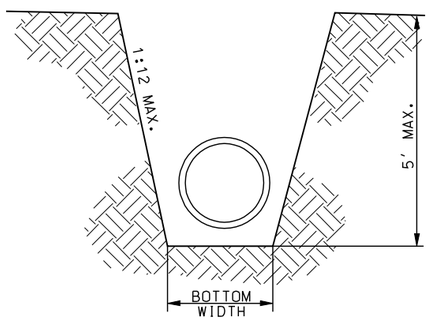


STANDARD STORM MANHOLE



TYPICAL PIPE BULKHEADS

ALL EX. COMBINED SEWER PIPE TO BE ABANDONED IN PLACE ARE TO BE BULKHEADED AT DOWNSTREAM POINT OF ABANDONMENT OR AS SHOWN



1.25 O.D. + 12" FOR < 42" DIA.
1.25 O.D. + 24" FOR > 42" DIA

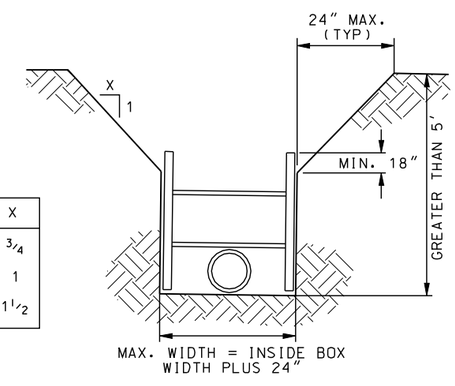
MAXIMUM TRENCH WIDTH DETAIL

NO SCALE

5' OR LESS IN DEPTH

DETAIL SHALL BE USED IF EXCAVATIONS ARE LESS THAN 5 FEET IN DEPTH AND EXAMINATION OF THE GROUND BY A COMPETENT PERSON PROVIDES NO INDICATION OF A POTENTIAL CAVE-IN. THE DETERMINATION OF CAVE-IN POTENTIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF CONTRACTOR DETERMINES A POTENTIAL CAVE-IN IS POSSIBLE, TRENCH PROTECTION SHALL BE PROVIDED PER OSHA STANDARDS. OSHA STANDARDS SHALL BE USED IN ALL CASES

SOIL TYPE	X
A	3/4
B	1
C	1 1/2

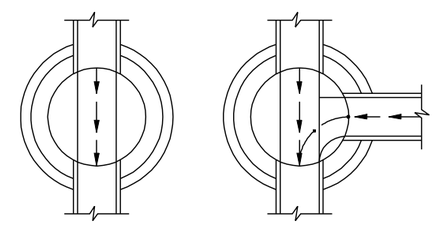


MAXIMUM TRENCH WIDTH DETAIL

NO SCALE

GREATER THAN 5' IN DEPTH

NOTE:
OTHER MEANS OF OSHA-APPROVED TRENCH PROTECTION ARE ACCEPTABLE PROVIDED THE MAXIMUM TRENCH WIDTH OF THIS DETAIL IS ADHERED TO.



STANDARD MANHOLE BENCHES

STORM SEWER INLETS AND MANHOLES

THESE STRUCTURES SHALL BE IN ACCORDANCE WITH INDOT STANDARD SPECIFICATIONS (STANDARD DRAWING REFERENCED)

INLET R:	E720-INST-07
CASTING 13:	E720-ICCA-13
CASTING 4:	E720-MHCA-02
INLET J:	E720-INST-06
CATCH BASIN K:	E720-CBST-05
CASTING 10:	E720-ICCA-08/09/09A

REGISTERED BROCK RIDGWAY No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

PREPARED BY:
EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC
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(317)370-9672

PROJECT NO.: 005
FILENAME:

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DATE	DESCRIPTION

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

TYPICAL STORM SEWER DETAILS

SHEET NO. D2

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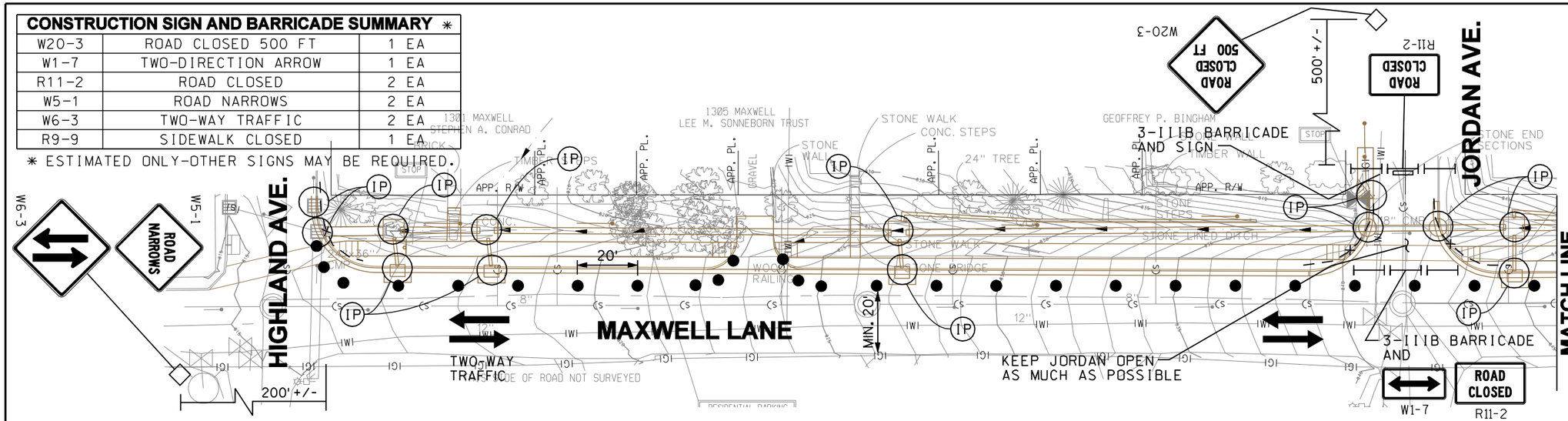
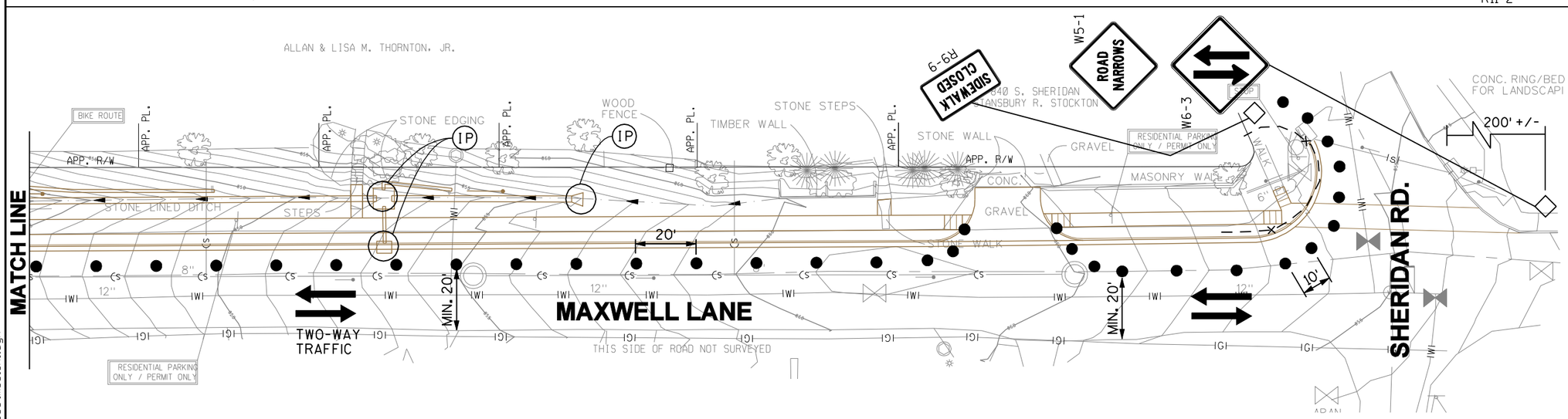
CONSTRUCTION SIGN AND BARRICADE SUMMARY *		
W20-3	ROAD CLOSED 500 FT	1 EA
W1-7	TWO-DIRECTION ARROW	1 EA
R11-2	ROAD CLOSED	2 EA
W5-1	ROAD NARROWS	2 EA
W6-3	TWO-WAY TRAFFIC	2 EA
R9-9	SIDEWALK CLOSED	1 EA

* ESTIMATED ONLY-OTHER SIGNS MAY BE REQUIRED.





LEGEND

- ● INDOT STANDARD DRUM AT 20' SPACING (TYP.), 10' IN TAPERS
- 4' TALL TEMPORARY CONSTRUCTION FENCING
- SILT FENCING
- (IP) INLET PROTECTION*
- BARRICADE
- ◇ WARNING SIGN ON STANDARD

* INLET PROTECTION SHALL BE IN ACCORDANCE WITH INDOT STANDARD SPECIFICATIONS FOR "GRAVEL RING", "GEOTEXTILE BOX" OR OTHER METHOD APPROVED BY ENGINEER. INLET PROTECTION WILL BE USED UNTIL HMA PAVING IS PERFORMED AROUND STRUCTURE.

MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. ROAD CLOSURESS ON MAXWELL STREET WILL NOT BE PERMITTED. JORDAN AVENUE MAY BE CLOSED, BUT ONLY DURING PIPE INSTALLATION ACTIVITIES.
2. LANE RESTRICTIONS ON MAXWELL STREET WILL BE ALLOWED FOR DRIVE REMOVAL AND SIDEWALK CONSTRUCTION, WITH PRIOR COORDINATION WITH PROPERTY OWNER.
3. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
4. ALL WORK MUST BE CONDUCTED SUCH THAT A USABLE ACCESS IS KEPT IN SERVICE TO EACH BUSINESS OR RESIDENCE (INCLUDING UPSTAIRS RESIDENCES). ANY INTERRUPTIONS OF ACCESS WILL BE COORDINATED WITH OWNERS TO OCCUR DURING NON-OPERATING HOURS, IF POSSIBLE. ACCESS WILL BE BY TEMPORARY SIDEWALKS OR RAILED WALKWAYS, IF NECESSARY, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL CODES.
5. ALL SIGNS TO BE MOUNTED ON STANDARDS.
6. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

EROSION CONTROL REQUIREMENTS:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO ACTIVITIES UPSTREAM/UPSLOPE OF THAT PROTECTION.
2. INSPECT ADJACENT STREETS DAILY. CLEAN PUBLIC STREETS AS NEEDED OF ANY CONSTRUCTION DEBRIS OR SPILLAGE.
3. SEE TECHNICAL SPECIFICATION 01550 "PROTECTION OF ENVIRONMENT" FOR ADDITIONAL REQUIREMENTS.

0 40'

REGISTERED BROCK RIDGWAY No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

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(317)370-9672

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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

MAINTENANCE OF TRAFFIC AND EROSION CONTROL PLAN

SHEET NO. M1

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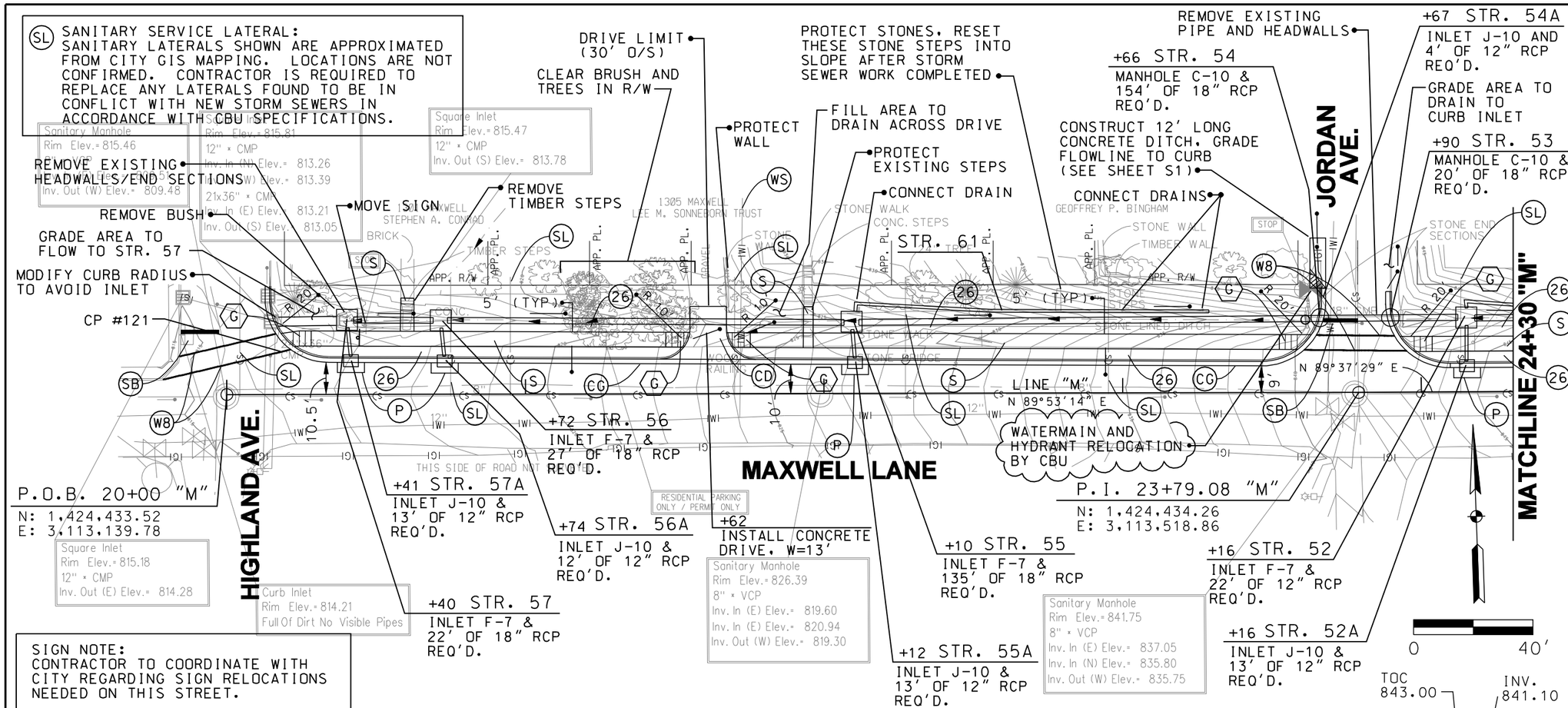
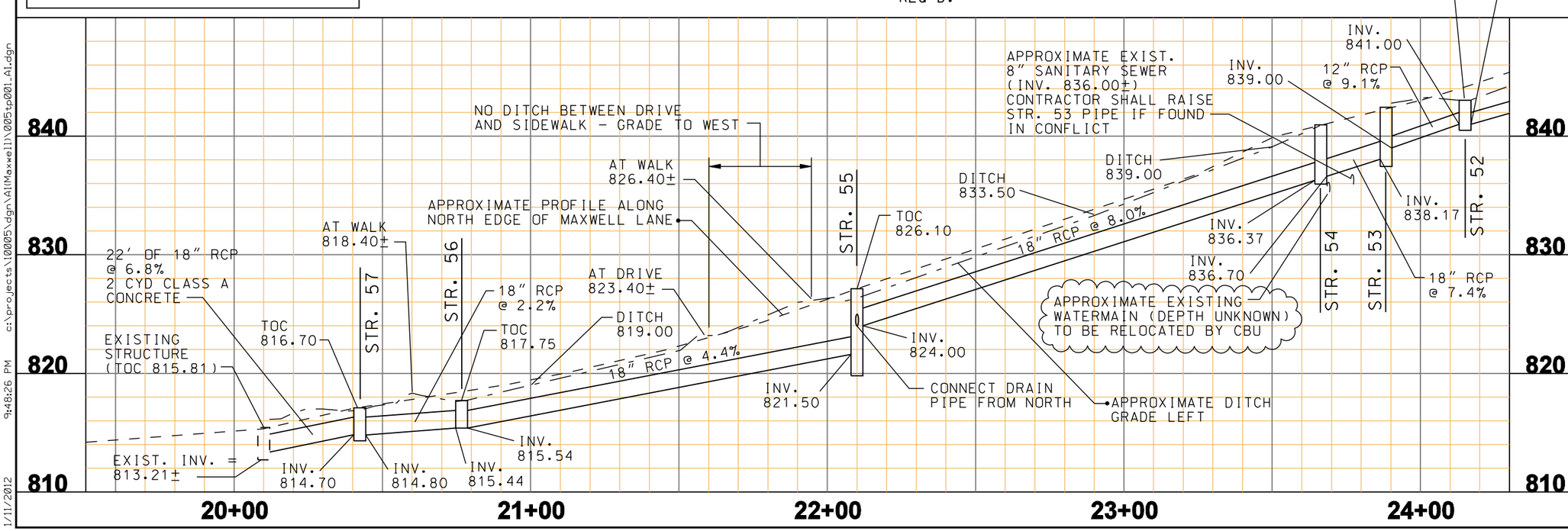
SANITARY SERVICE LATERAL:
SANITARY LATERALS SHOWN ARE APPROXIMATED FROM CITY GIS MAPPING. LOCATIONS ARE NOT CONFIRMED. CONTRACTOR IS REQUIRED TO REPLACE ANY LATERALS FOUND TO BE IN CONFLICT WITH NEW STORM SEWERS IN ACCORDANCE WITH CBU SPECIFICATIONS.

SIGN NOTE:
CONTRACTOR TO COORDINATE WITH CITY REGARDING SIGN RELOCATIONS NEEDED ON THIS STREET.





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PROJECT NO.: 005
FILENAME:

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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

PLAN AND PROFILE

SHEET NO. P1

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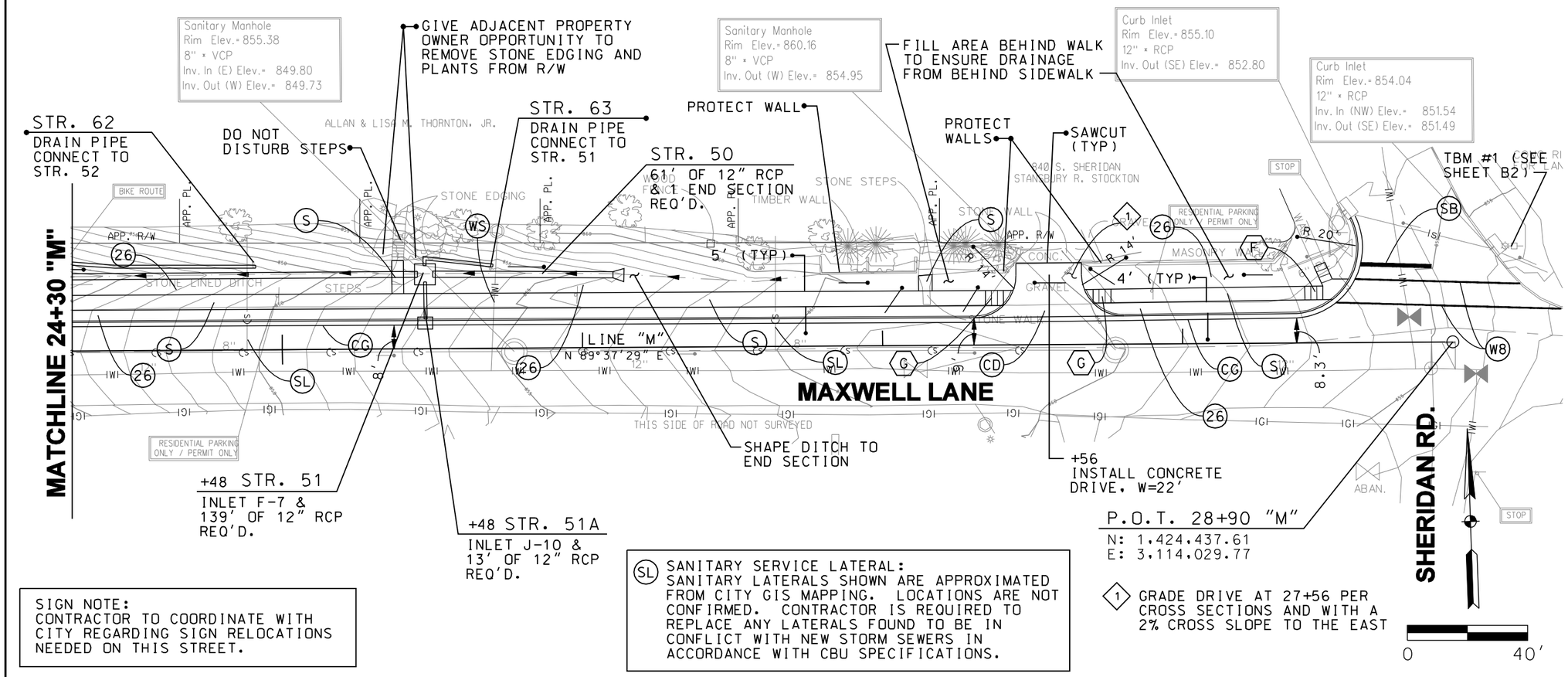
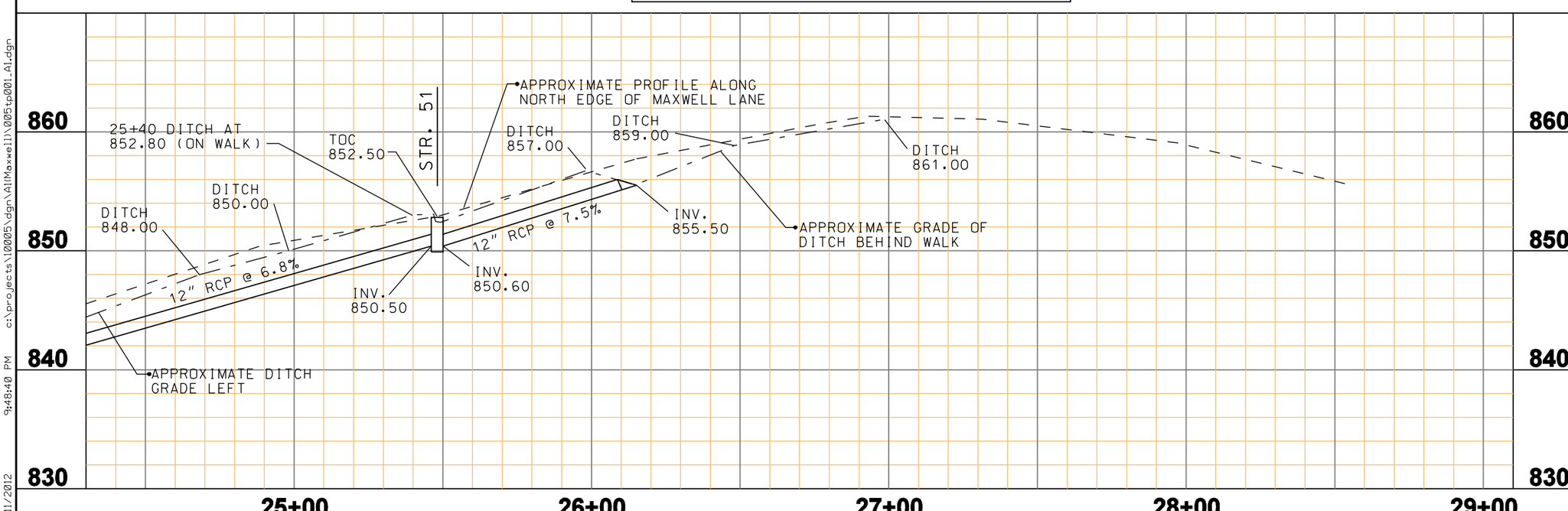


SIGN NOTE:
CONTRACTOR TO COORDINATE WITH CITY REGARDING SIGN RELOCATIONS NEEDED ON THIS STREET.

(SL) SANITARY SERVICE LATERAL:
SANITARY LATERALS SHOWN ARE APPROXIMATED FROM CITY GIS MAPPING. LOCATIONS ARE NOT CONFIRMED. CONTRACTOR IS REQUIRED TO REPLACE ANY LATERALS FOUND TO BE IN CONFLICT WITH NEW STORM SEWERS IN ACCORDANCE WITH CBU SPECIFICATIONS.

(1) GRADE DRIVE AT 27+56 PER CROSS SECTIONS AND WITH A 2% CROSS SLOPE TO THE EAST



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REGISTERED
BROCK RIDGWAY
No. 19300092
STATE OF INDIANA
PROFESSIONAL ENGINEER

PREPARED BY:
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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

PLAN AND PROFILE

SHEET NO. P2

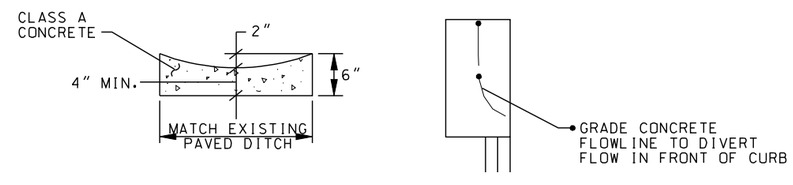
STRUCTURE DATA TABLE

NUMBER	MANHOLE, TYPE C, INLET CATCH BASIN, OR SPECIALTY STRUCTURE	EJIW CASTING NO. *	SIZE	PIPE MATERIAL	LENGTH	APPROX. COVER	TOP OF CASTING	FLOW LINE UP STREAM	FLOW LINE DOWN STREAM	CONCRETE CLASS A. FOR STRUCTURES	CONNECT TO STR. NO.	REMARKS
			in		ft	ft	elev	elev	elev	cy		
50	PIPE	-	12"	RCP CL. V	61	1.5	N/A	855.50	850.60	-	51	1 END SECTION REQ'D., (12" RCP)
51	INLET F-7	6610	12"	RCP CL. V	139	2.0	852.50	850.50	841.10	-	52	CONNECT DRAIN PIPE FROM N. SIDE (STR. 63)
51A	INLET J-10	7505	12"	RCP CL. V	13	1.5	853.10±	850.80	850.70	-	51	
52	INLET F-7	6610	12"	RCP CL. V	22	1.5	843.00±	841.00	839.00	-	53	CONNECT DRAIN PIPE FROM N. SIDE (STR. 62)
52A	INLET J-10	7505	12"	RCP CL. V	13	1.9	844.50±	841.30	841.20	-	52	
53	MANHOLE C-10	7505	18"	RCP CL. V	20	1.0	842.10±	838.17	836.70	-	54	
54	MANHOLE C-10	7505	18"	RCP CL. V	154	2.0	840.65±	836.37	824.00	-	55	
54A	INLET J-10	7505	12"	RCP CL. V	4	1.4	841.00±	838.10	838.00	-	54	
55	INLET F-7	6610	18"	RCP CL. V	135	VAR	826.10	821.50	815.54	-	56	CONNECT DRAIN PIPE FROM N. SIDE (STR. 61)
55A	INLET J-10	7505	12"	RCP CL. V	13	2.0	827.10±	824.20	824.10	-	55	
56	INLET F-7	6610	18"	RCP CL. V	27	1.0	817.75	815.44	814.80	-	57	
56A	INLET J-10	7505	12"	RCP CL. V	12	1.5	818.25±	815.60	815.50	-	56	
57	INLET F-7	6610	18"	RCP CL. V	22	1.0	816.70	814.70	EX. 813.21±	2.0	EX	REMOVE HEADWALLS. REPLACE EXISTING PIPE. CONNECT TO EXISTING STRUCTURE
57A	INLET J-10	7505	12"	RCP CL. V	13	1.5	817.00±	814.90	814.80	-	57	
61	DRAIN PIPE W/ CLEANOUT	2975	6"	PVC *	120	1.5±	+ +	+++	824.00	0.5	55	CONNECT 3 DRAIN PIPES. THEN RUN PARALLEL TO STR. 54 THEN INTO STR. 55
62	DRAIN PIPE W/ CLEANOUT	2975	6"	PVC *	78	1.5±	+ +	+++	841.50	0.5	52	CONNECT DRAIN PIPE. RUN PARALLEL TO STR. 51 THEN INTO STR. 52
63	DRAIN PIPE W/ CLEANOUT	2975	6"	PVC *	25	1.5±	+ +	+++	851.00	0.5	51	CONNECT DRAIN PIPE. RUN PARALLEL TO STR. 50 THEN INTO STR. 51

* ALL DRAIN PIPES SHALL BE IN ACCORDANCE WITH CBU SPECIFICATIONS FOR SANITARY LATERALS, WITH A CLEANOUT LOCATED AT EACH BEND OR JUNCTION.

+ + GRADE TO SLOPES

+++ MEET EXISTING DRAINS



PAVED SIDE DITCH DETAIL

NTS

(FOR NORTHWEST CORNER OF MAXWELL/JORDAN)

REGISTERED BROCK RIDGWAY No. 19300092 STATE OF INDIANA PROFESSIONAL ENGINEER

PREPARED BY:

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PROJECT NO.: 005

FILENAME:

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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

STRUCTURE DATA TABLE AND PAVED SIDE DITCH DETAIL

SHEET NO. S1

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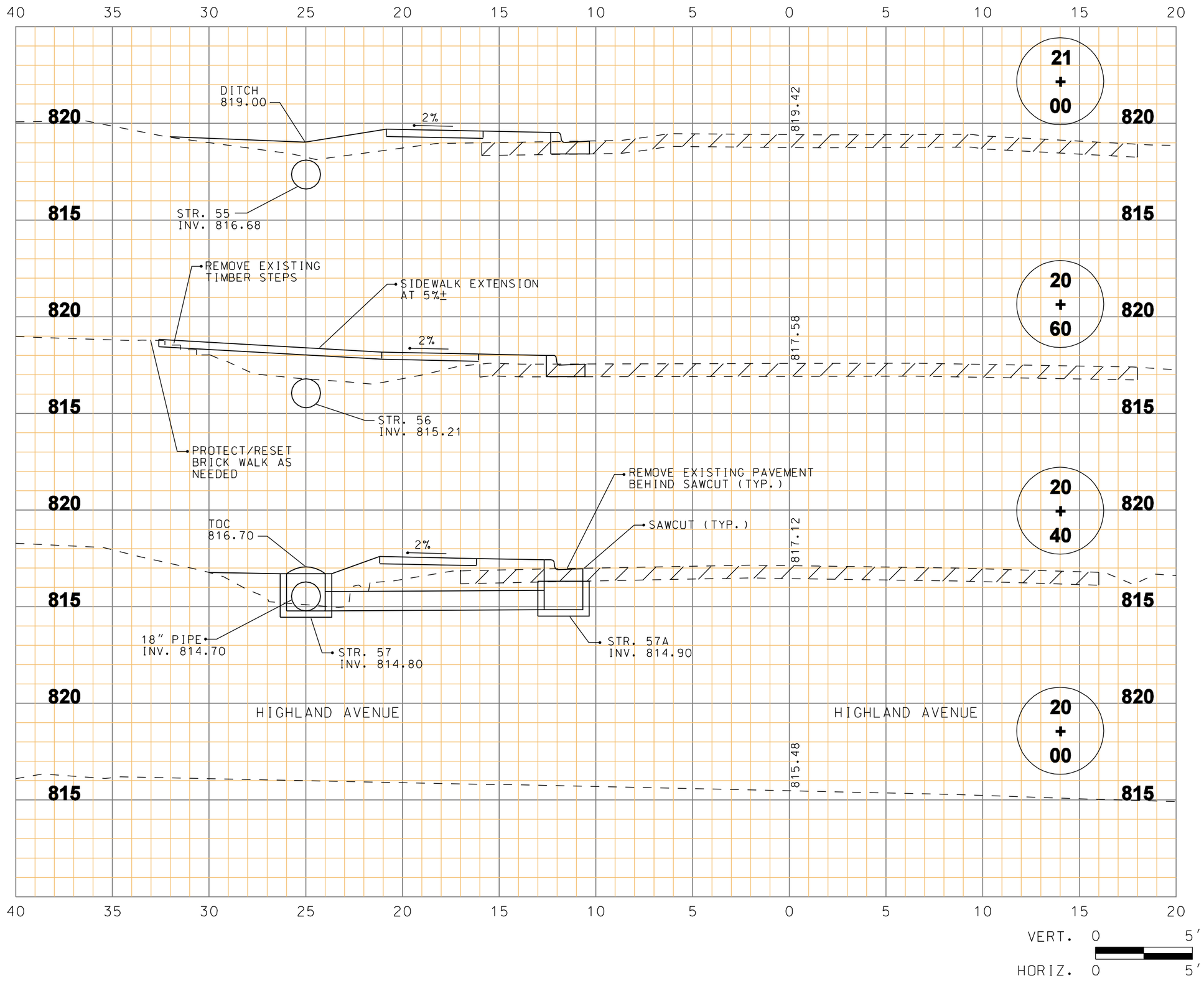

BROCK RIDGWAY
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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

SHEET NO. X1

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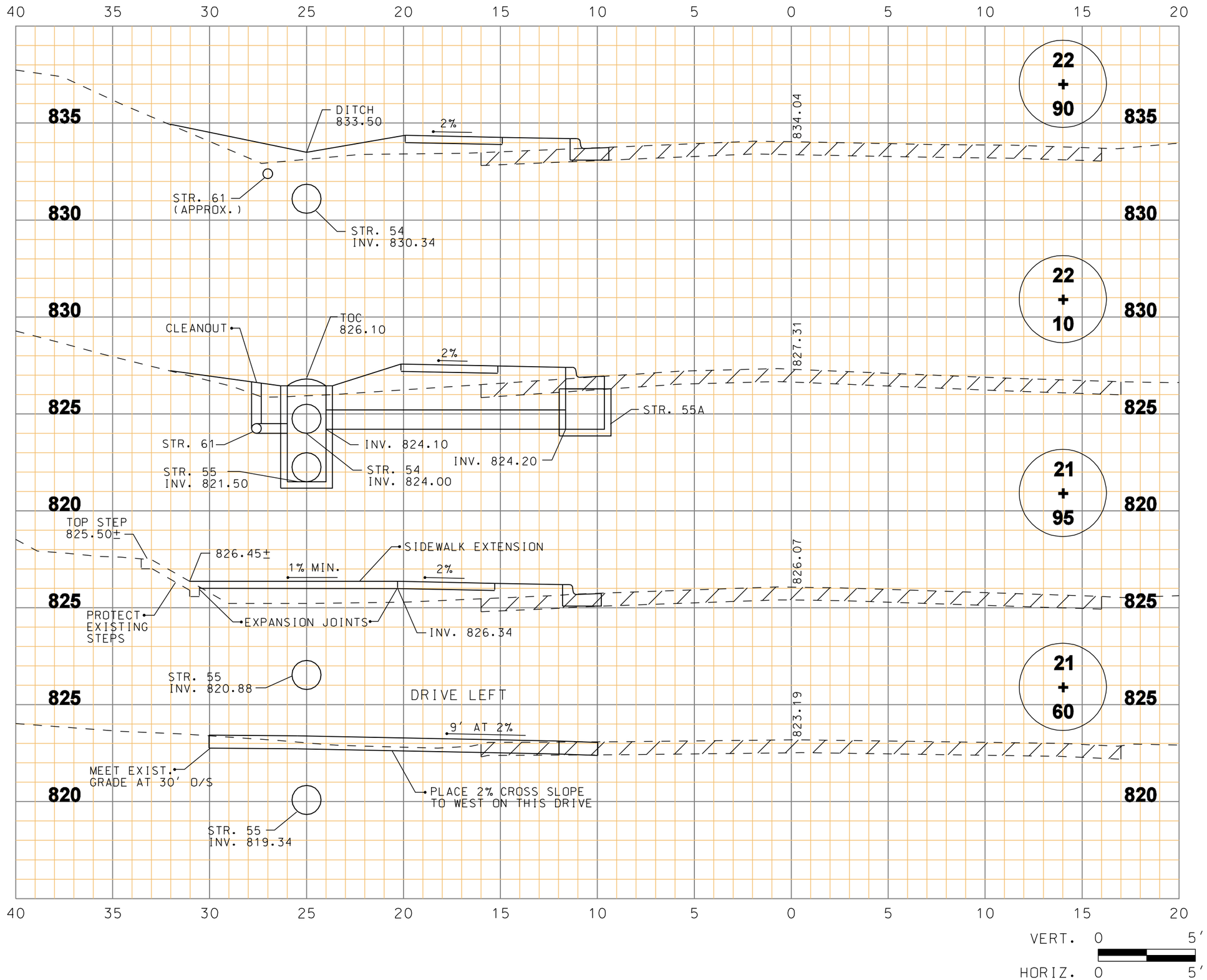

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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

SHEET NO. X2

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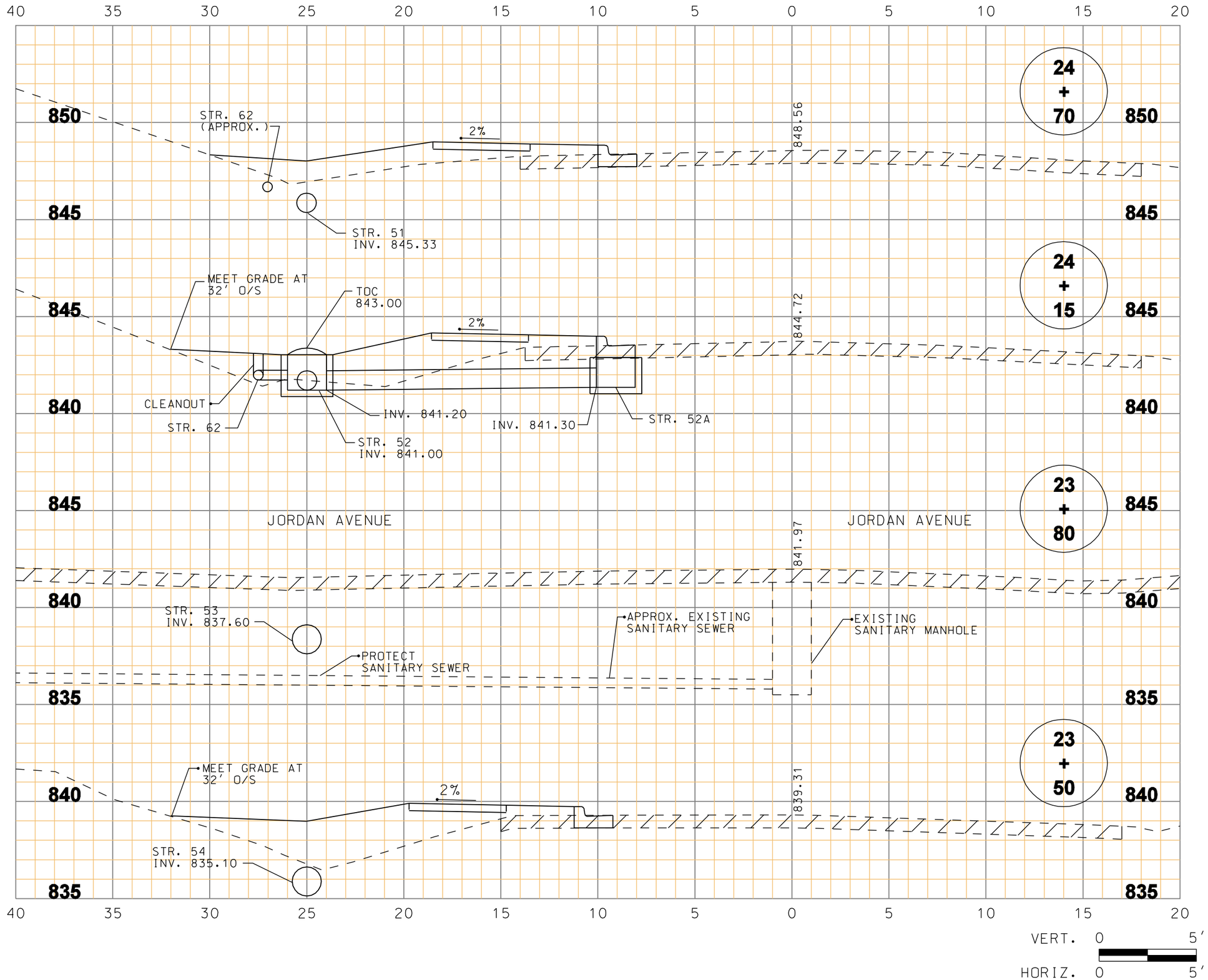

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DATE	DESCRIPTION

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

SHEET NO. X3

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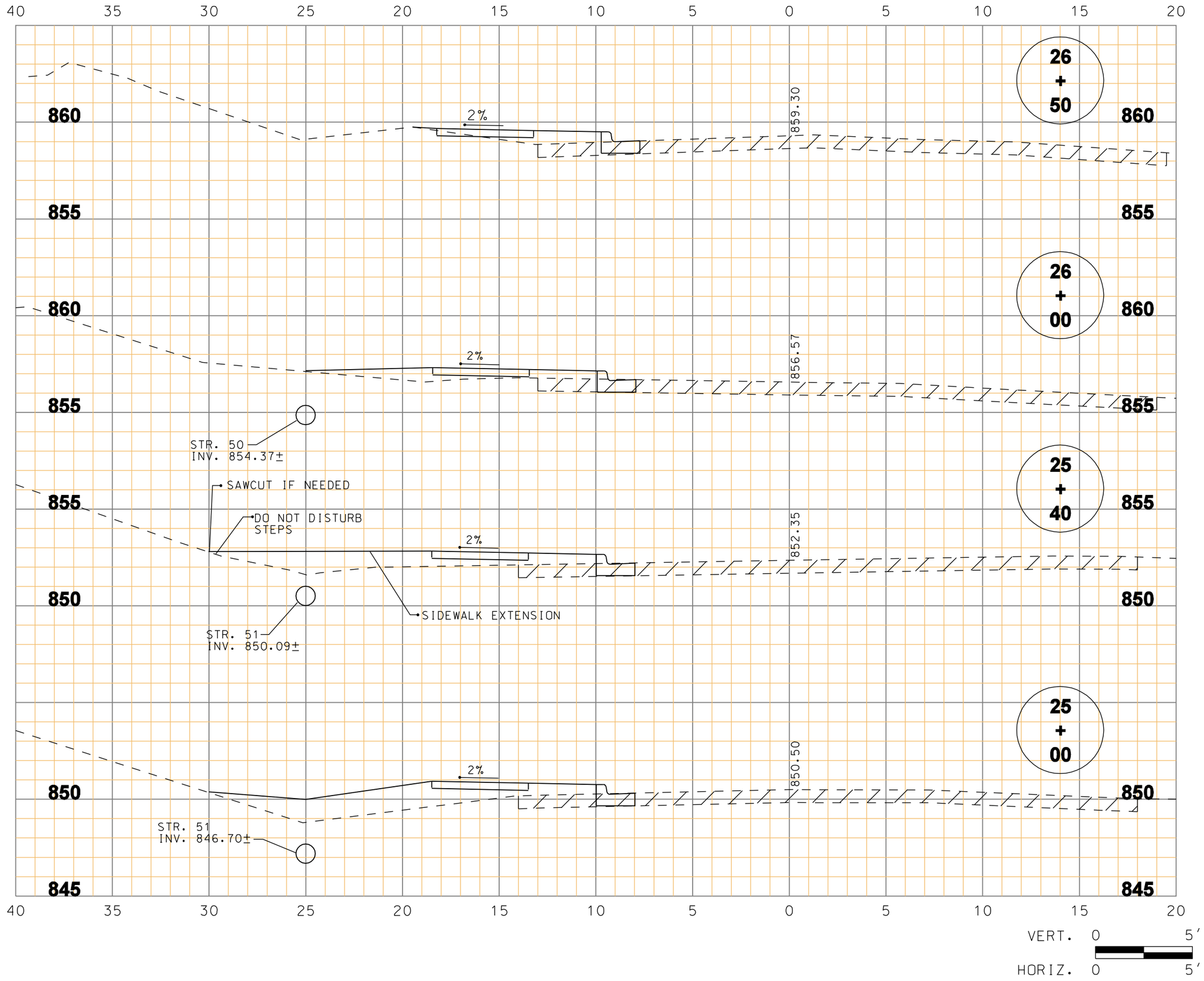

BROCK RIDGWAY
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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

SHEET NO. X4

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Board of Public Works
Staff Report

Project/Event: Permission for Special Purchase of Equipment; Award Contract to Install Fiber Optic Cable

Petitioner/Representative: Public Works

Staff Representative: Rick Routon

Date: June 4, 2013

Report: Through the purchase of special equipment and the installation of fiber optic cable to Garage Market, the City will achieve a network system of connectivity between all municipal garages and other facilities.

This proposal will allow all three (3) garages to communicate over a private network and as well as enhance the City's fiber infrastructure.

JDH Contracting, Inc. who is a preferred provider of Corning Cable which is a type of fiber cable used by the City has proposed to install all necessary fiber optics and tie the new fiber optics into existing Bloomington Digital Underground (BDU) for an amount not to exceed $39,398.38

Recommendation: Staff recommends approval of purchasing special equipment and awarding the contract to JDH Contracting, Inc. to install fiber optic cable.

Recommend ☒ **Approval** ☐ **Denial by**: Rick Routon

RESOLUTION 2013-52
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of Indiana Code 5-22-10, the City of Bloomington Board of Public Works, as authorized Purchasing Agent for the City of Bloomington, may make a determination that conditions are such that a Special Purchase should be made if any of the conditions listed in that Chapter are present; and,

WHEREAS, I.C. § 5-22-10-4(a) states that a purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare or safety; and,

WHEREAS, I.C. § 5-22-10-5 states that a purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body; and,

WHEREAS, I.C. § 5-22-10-8 states that a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agency's reasonable requirements; and,

WHEREAS, I.C. § 5-22-10-9 states that purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method would seriously impair the functioning of the using agency; and,

WHEREAS, the City of Bloomington Board of Public Works has been advised by its Director of the Department of Public Works, by her statement attached hereto, that these conditions exist and support the adoption of a determination that a special purchase be made of parking access and payment control equipment for City parking garages;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that a special purchase is appropriate under the circumstances described in the statement from the Director of the Department of Public Works and adopts that statement as its determination. It further authorizes the appropriate City officials to proceed with the acquisition of the equipment referenced above in the most expeditious manner available.

ALL OF WHICH IS RESOLVED this _____ day of June, 2013.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

SPECIAL PURCHASE DETERMINATION
City of Bloomington, Indiana

This memo is in support of a request from the City of Bloomington Department of Public Works and the ITS Department that the City of Bloomington Board of Public works authorizes the special purchase of fiber cable equipment and installation services from JDH Contracting, Inc. It is the opinion of the City Legal Department, the Department of Public Works and the ITS Department that the requirements of Indiana Code 5-22-10 regarding special purchases are met in this case.

In this situation the following provisions of the Indiana Code authorize use of the special purchase procedure:

I.C. § 5-22-10-4(a): A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare or safety.

I.C. § 5-22-10-5: A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.

IC § 5-22-10-8: A purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agencies reasonable requirements.

I.C. § 5-22-10-9: A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method would seriously impair the functioning of the using agency.

The City of Bloomington is striving to improve its fiber optic infrastructure to achieve greater available connectivity within the City. IC §§ 5-22-10-8 and -9 are particularly relevant to the equipment needed and the installation services to be performed because JDH Contracting, Inc., has provided both fiber cable materials and installation services for the City for a number of years and is therefore very knowledgeable about the locations and connections in City's existing fiber infrastructure. JDH Contracting, Inc., has performed digital underground construction for the City over the past eight years and is currently responsible should the City need emergency restoration services. JDH Contracting, Inc., is also a preferred provider of Corning Cable which is the type of fiber cable used by the City.

The fiber cable installation is needed in Garage Market in order to achieve connectivity with the other municipal garages and other City facilities. Two City garages currently utilize fiber cable installed by JDH Contracting, Inc., and by this special purchase fiber cable can be added to the third garage by a source knowledgeable of the existing equipment and materials and their location and status. The City can then avoid delays due to unfamiliarity with the existing fiber infrastructure and also avoid long or potentially costly delays in achieving connectivity among the City garages and other City facilities.

Pursuant to Indiana Code 5-22-10-1 et. seq., as referenced above, purchase of fiber cable for installation by JDH Contracting, Inc., is authorized by the undersigned as a Special Purchase.

Dated this ___ day of May, 2013.

Rick Routon

Rick Routon, Assistant Director
Information and Technology Services Dept.
City of Bloomington, Indiana

PROJECT NAME: **Purchase and Installation of Fiber Cable**

AGREEMENT FOR INSTALLATION OF FIBER CABLE

This Agreement, entered into on this _____ day of _____, 2013, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and JDH Contracting, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **achieve connectivity between the municipal garages and other City facilities.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform tasks including providing and installing fiber cable in Garage Market and at other locations and integrating this with existing fiber in other City garages and facilities,** which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Installation of Fiber Cable

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Rick Routon, Assistant Director of the Information and Technology Services Department ("Routon") to serve as the Board's representative for the project. Routon shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Thirty-Nine Thousand Nine Hundred Thirty-Eight Dollars and Thirty-Eight Cents ($39,938.38); however, if rock is encountered, a fee of Seventy-Seven Dollars and Zero Cents per foot shall be added for each instance where Rock Bore is required.**

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

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

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

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

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

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

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

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

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

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

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

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

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

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

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

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

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

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

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

Board:	Consultant:
City of Bloomington Department of Public Works Attn: Susie Johnson 401 N. Morton Street Bloomington, IN 47404	JDH Contracting, Inc. Attn: Dave Tesmer 8109 Network Dr.. Plainfield, IN 46168

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

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

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

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

Article 26. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 27. Verification of New Employees' Immigration Status. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the MPO Members obtain information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the MPO Members shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not

knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the MPO Members shall terminate the contract, unless the MPO Members determine that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the MPO Members terminate the contract, the Consultant or subconsultant is liable to the MPO Members for actual damages.

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

Article 28. <u>No Investment in Iran</u>: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

<u>Owner</u>	<u>Consultant</u>
City of Bloomington Board of Public Works	JDH Contracting, Inc.
By: _____ Charlotte Zietlow President	_____ Dave Tesmer Vice President of Fiber Optic Department
By: _____ Mark Kruzan, Mayor	

EXHIBIT A

SCOPE OF WORK

Scope of Services includes:

- Directional drilling from existing handhole at the corner of 6th Street and Morton St. going North to the 6th Street Parking Garage (Garage Market)

- Placing one SDR11 duct. And placing 12 count fiber cable to the garage. 12 count fiber with termination at garage

- Placing a 96 count fiber from the 6th Street and Morton St. handhole going North to the existing handhole at the intersection of the B-Line trail and Rogers Street, some splicing at each end of cable

- Furnish labor, equipment and materials

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Thirty-Nine Thousand Nine Hundred Thirty-Eight Dollars and Thirty-Eight Cents ($39,938.38); however, if rock is encountered, a fee of Seventy-Seven Dollars and Zero Cents per foot shall be added for each instance where Rock Bore is required.

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Parking Garages will require assistance from the owner to block off designated work areas so work can be completed without parked cars in the area.

Work to be completed within one hundred twenty (120) days following Consultant's receipt of Notice to Proceed.

EXHIBIT D

KEY PERSONNEL

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

Dave Tesmer

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

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

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

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

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____