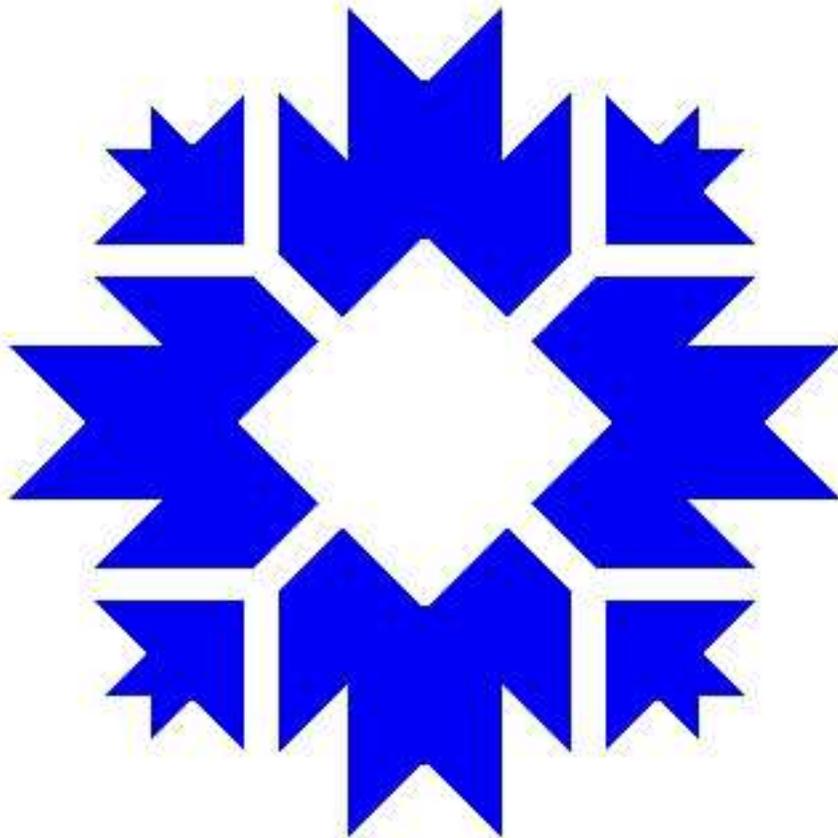


Board of Public Works Meeting

June 18, 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 18, 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 – June 4, 2013**
- III. **PETITIONS & REMONSTRANCES**
- IV. **TITLE VI ENFORCEMENT**
- V. **HEARINGS FOR NOISE APPEAL**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**
 1. **Resolution 2013-53: Use of Public Streets for Monroe County Humane Association Run for Animals & Barktoberfest (Saturday, 10/26)**
 2. **Resolution 2013-54: Use of Public Streets for I Fell Street Events (Friday, 7/5 & 8/2)**
 3. **Resolution 2013-55: Allow Itinerant Merchant to Operate in Public Right of Way (Rush Hour Station)**
 4. **Resolution 2013-56: Allow Itinerant Merchant to Operate in Public Right of Way (The SnoMobile)**
 5. **Resolution 2013-57: Use of Public Street for Northwood Estates Neighborhood Association Block Party (Saturday, 6/29)**
 6. **Resolution 2013-58: To Declare Outdated Controller Cabinet Mural Surplus Property and Donate to Local Artist, Sparky Taylor**
 7. **Resolution 2013-59: Action Regarding Right of Way Encroachments Required by City of Bloomington Unified Development Ordinance**
 8. **Approval of the Rockport Road Design Services Contract**
 9. **Permission to Seek Quotes for the Greenways Implementation Plan**
 10. **Permission to Seek Bids for the 2013 Pavement Markings Contract**
- VIII. **STAFF REPORTS & OTHER BUSINESS**
- IX. **APPROVAL OF CLAIMS**
- X. **ADJOURNMENT**

The Board of Public Works meeting was held on Tuesday, June 4, 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.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Justin Wykoff – Engineering
Rick Alexander – Engineering
Mike Arnold – HAND
Rick Routon - ITS
Jackie Moore – City Legal
Jason Carnes - ESD
Chris Smith – Public Works
Laurel Archer – Public Works

Zietlow welcomed everyone.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve minutes from May 21, 2013. Hrisomalos seconded the motion. The motion passed. Minutes from May 21, 2013 approved.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

Mike Arnold, HAND, introduced himself. He stated this property is 1317 W. 6th Street. Citations were issued on April 18, May 16, and May 30th. The problem is trash, construction debris, a stove sitting out in back, and under the trash is a large pile of used cat litter that the neighbors would like to have removed. Some of the trash has been moved, but the litter and stove are still there. HAND is asking for permission to abate. Zietlow asked if someone was living there. Mike stated yes. Zietlow wondered if they had responded. Mike stated he talked to the owner's son on May 16th and was told he was making plans to get rid of everything but to date that has not happened.

**TITLE VI
ENFORCEMENT**

McNamara made a motion to authorize staff to abate Title VI violation at 1317 West 6th Street. Hrisomalos seconded the motion. The motion passed. HAND was authorized to abate 1317 W. 6th

Street.

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

Rick Alexander, City Engineering, introduced himself. He stated at the last BPW meeting the Board heard a request from Sheil Sexton Contractor to close West 9th Street between College and Morton so a construction crane could be used for the construction of the Springhill Suite hotel. Smallwood representatives had voiced their concern at how this might effect their tenants moving in the fall. The Contractor was granted a two week closure. The Board asked both parties to come back to discuss a potential compromise for the Board's further action. Alexander stated it was his belief they have come to an agreement.

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

Greg Carr, Sheil Sexton, introduced himself. He stated they met with Denise Haggard of Smallwood last week. A schedule was given to Mr. Carr on the days she would like the road open, which are their heavy business days for the move in of students in August. Carr stated they are agreeable to open that road and accommodate them on those days.

Zietlow asked if there were many days. Carr stated it will be four or five days, but can be expanded if needed. The crane would move to the eastside up near College, but still in the fence. The lane will be opened back up to a 10 foot traffic lane. It would still remain one way in its normal function. Carr stated they can work around this schedule.

Denise Haggard with Smallwood introduced herself. She stated they met with Greg last week and they are in agreement they will open the road on the five busiest days in August. Smallwood has no problem with their proposal.

Zietlow appreciated the two parties working out an agreement.

Alexander stated staff recommended the Board allow the closure until August 30th with the agreement between the two parties that the road would be open on those particular days.

McNamara made the motion to allow 9th Street to be closed until August 30th with the exception of the five days agreed to by Sheil

Sexton and Smallwood. Hrisomalos seconded the motion. Motion was approved.

Alexander explained Smallwood manager Lauren Letrello has asked that Smallwood be allowed to place a dumpster on West 8th Street near Morton from July 20th until September 5th. Smallwood comes to the Board every year and asks for a similar request. Last year the time was cut down slightly, but they have asked to go back to the schedule they had the previous year. Smallwood always does a good job with the move in and move outs. They have developed a system that works very well. Staff recommended approval of their request with the understanding that should parking meters be in place when the dumpster is in place that there will be a fee assessed for the space.

Zietlow asked how the fee would be worked out. Alexander stated the document would have to be prepared ahead of time and have them come in and pay for it.

Lauren Letrello, Property Manager with Smallwood, introduced herself. She stated they are requesting the dumpster during move in and move out. This helps with finding homes for unwanted items that might end up somewhere else.

Zietlow asked if it was understood they could be assessed fees when the meters go in, although, the fee is not known yet. Letrello stated she was aware.

McNamara made a motion to approve the request for permission to use public parking spaces for placement of dumpster for residential move out and move ins for Smallwood Plaza, July 20th to September 5th, subject to new paid parking fee arrangements. Hrisomalos seconded the motion. The motion passed. Smallwood allowed to place dumpster.

Christina Smith stated the Diamond Gardens Neighborhood Association would like to hold a block party on Saturday, August 3. The event will take place on North Summit Street from West 10th Street to West Cottage Grove. They have also 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. Included in the Board's packet was a petition of signatures from neighbors who are supporting this event. Staff is very supportive of neighborhood block parties and

NEW BUSINESS

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)

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

does support the request.

Eric Nolan introduced himself. He stated the motivation for this party is that it has been discussed for years, and to celebrate his recent marriage. He stated he is only asking to block off the north half of Summit Street.

Zietlow asked what the parameters of Diamond Garden are. Nolan stated it would be Adams Street as the west border, 11th Street is the north border, 10th Street/Diamond Street is the south border.

McNamara moved to approve Resolution 2013-47: Use of Public Street for Block Party by Diamond Gardens Neighborhood on Saturday, August 3rd. Hrisomalos seconded the motion. Motion passed. Resolution approved.

Christina explained the Buskirk-Chumley Theater Management is requesting permission to install a sign over the public sidewalk adjacent to the Buskirk-Chumley Theater. The sign will be placed on an adjacent street light to better direct the general public to the BCT Box Office and Downtown Visitor's Center. Planning has no objection to this sign or its replacement. The BCT (Buskirk-Chumley) Box Office is a municipal facility; therefore, wayfinding signs are exempt from the sign ordinance. The sign is more stylistically consistent with other BCT branding efforts including the recent lobby renovation. Staff recommended approval.

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

Maarten Bout, Associate Executive Director for BCT Management, Inc. introduced himself. He thanked the Board for hearing their petition for this sign. He explained the location of the sign and it will be part of the Wayfinding signage in Downtown Bloomington.

Zietlow thought it looked nice and would be helpful. McNamara concurred.

McNamara moved to approve Resolution 2013-48: Request to Encroach into Public Right of Way with Sign by Buskirk-Chumley Theater. Hrisomalos seconded the motion. The motion passed. Resolution 2013-48 approved.

Christina stated the 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, 2013. The street closure would be between the hours of 11:00 a.m. to 11:00 p.m. with the

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

actual event between the hours of 1:00 p.m. 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 has been included in their request. Staff supported the request.

Katie Spear with IU Dance Marathon introduced herself. She stated she grew up in Bloomington and thinks this is a very fun event and hopes with it falling on Labor Day there will be more community involvement.

Zietlow asked if this was also the same weekend as the 4th Street Art Fair. Katie stated it is, but the Arts Fair is on Saturday and Sunday, not on the Monday. Katie also said the group had talked about the hours and realize it is a work and school night. Katie stated the group would be willing to close an hour earlier, and do set up from 10 to 10.

Hrisomalos asked if this was a fundraiser. Katie stated there is no charge for the event, but buckets are placed around for donations. Also, the group partners with the businesses on the street and have a give back night. The businesses will donate percentages of their sales. The normal amount is 20 percent of sales.

McNamara moved to approve Resolution 2013-49: Use of Public Street for Kirkwood's Rockin for Riley Event by Indiana University Dance Marathon on Monday, September 2, 2013. Hrisomalos seconded. The motion carried. Resolution 2013-49 approved with no request for a time change and the understanding the group will work with staff to accommodate the interests of the greater community and the kids.

Jason Carnes explained 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 required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued. Carnes did mention Mother Bear's does have a few requirements outstanding that will need to be taken care of before the permit can be issued. The application is asking for a one year permit. They will be selling pizza and breadsticks from a truck, with sauce, salads and soft drinks.

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

Mr. McConn did show a picture of the truck. Hrisomalos asked where this truck will be parked. McConn stated there is a garage being built on West Vernal Pike. However, for the next month or two it will be parked behind Mother's Bears, and then moved out to the west. It will be parked across the alley.

There was discussion of when and where the truck will be located. Heather Meyer introduced herself and stated she had been in talks with local businesses, and also IU, and will be parked at businesses for lunch, and, pending approval, at IU for tailgating. They will also be going after the late night bar crowd as well.

Zietlow asked if the pizza will be made on site. Heather stated yes. McConn added it will have an oven and refrigeration.

Hrisomalos asked for further clarification on where it will be parked. McConn stated it will be parked next to the building to get it out of the way, and leaving about 10:30 or 11:00 every day. Hrisomalos asked when and where it will be operational. McConn stated it will be scheduled for lunch time spots from 11 to 2:00, and on the Thursday, Friday, and Saturday nights, the downtown area where the students are. It will be behind the building in the morning to load up products and come back during the day to restock.

Zietlow stated it seems the idea of itinerant food is growing. Meyers stated that is true. McConn stated he was surprised Bloomington doesn't have more. It is very popular on the East and West coast. Meyers added a lot of businesses are taking this route and it has been successful.

McNamara stated Jason is studying and evaluating the itinerant merchant program currently. McNamara also thought it interesting that this business was a brick and mortar moving into the itinerant merchant aspect.

McNamara made a motion to approve Resolution 2013-50 to allow Itinerant Merchant to Operate in Public Right of Way, Mother Bear's Pizza. Hrisomalos seconded the motion. The motion passed. Resolution 2013-50 approved.

Jason explained Marguerite McCauley Collins, owner of Pedalers Ice Cream has applied for an Itinerant Merchant License. It has been determined they must come before the Board of Public Works in order to complete the permitting process. ESD has reviewed the application and confirmed they have all the documents needed to receive the license. This is the last step in the process. Pedalers will

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

operate from a food cart selling ice cream. They are asking for a six month license.

Sylvia Smith and Marguerite Collins introduced themselves and are partners in the business. This is a Worksman bicycle, just like the old time Good Humor guys. They will use the B-line to travel into town and be on various street corners during the day, during events, and in the evenings.

Zietlow asked if they make the ice cream. Sylvia stated all the ice cream will be pre-packaged ice cream. They stated they will have bells, but no songs.

McNamara made a motion to approve Resolution 2013-51: Allow Itinerant Merchant to Operate in Public Right of Way, Pedalers Ice Cream. Hrisomalos seconded the motion. The motion passed. Resolution 2013-51 approved.

Wykoff stated the Engineering Department sought quotes for the installation of landscaping for the West Third Street Median Landscape Project from Franklin and Wyndale, coming all the way back to Landmark. One quote was received from C and H Lawn and Landscaping for an amount of \$45,192. Staff talked with Deb Schmucker who is the design consultant for the project from Cornerstone. It was Ms. Schmucker's opinion that the prices looked in the range of what she had anticipated. Staff recommended approval of the Landscape Project to C and H Landscaping.

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

Zietlow asked if the City has worked with them in the past. Wykoff stated no, but they have all their bid documents in place. Staff is eager to work with them.

Zietlow asked if this was a local business. Wykoff stated their address is in Bloomfield.

Zietlow asked if the plants are guaranteed. Wykoff stated the contractor has to guarantee the planting and then guarantee the plants for a year. At the end of that year there will be a walk through with Parks & Recreation. Any plant that has died will be the contractor's responsibility to replace. McNamara asked if they do maintenance after installation. Wykoff stated if maintenance is needed. Zietlow asked who waters. Wykoff stated there is an irrigation system in place. The trees are a little different and Parks has taken over the maintenance.

McNamara made a motion to award contract to C & H Landscaping

in the amount of \$45,192.00 Hrisomalos seconded the motion. The motion passed. West Third Street Median Landscape Project awarded to C and H Landscaping.

Wykoff stated this is one of the City Council sidewalk projects. The design originally went from Highland, past Jordan, all the way to Sheridan. Due to funding, only one block can be completed this year. Depending on the committee's recommendation, another block may be done next year. The other project they picked was 17th Street between Kinser down to College. Staff requested permission to seek quotes for the first block of this section. The sidewalk will be on the north side. There will be a grass/tree plot separating it from the roadway. There will be curb and storm water improvements. The Council funded the design in 2006. Wykoff stated there was no right of way acquisition required. Wykoff stated the results of the quotes should be brought back to the board in four weeks.

McNamara made a motion that staff be authorized and permission given to seek quotes for Maxwell Lane Sidewalk Project. Hrisomalos seconded the motion. The motion passed. Staff authorized to seek quotes.

Rick Routon, Assistant Director for Information and Technology Services, introduced himself. He stated there are two parts to this request. First there is the need for a Special Purchase Determination for the contractor to do fiber optic installation to Garage Market. This is also part of the security camera installation at the garages. Garage Market is the only garage that does not have fiber optics. J & H is the sole contractor and has been used for several years for all the City's fiber optic work and installation of the Bloomington Digital Underground. This project will be an extension of that digital underground that began many years ago. Routon asked that the Board award the Special Purchase Determination for JDH Contracting for the parking garage installation of fiber optics for an amount not to exceed \$39,398.38.

Zietlow asked how this will be done. Routon explained they will bore underneath the road in front of Irwin Bank then the sidewalk will be opened, then directionally bore into the garage on the left side of the Omega Apartment entrance. It will then transition from underground to conduit going up and across the ceiling to the mechanical closet in the garage. The man hole and conduit was put in when the B-line was constructed. The fiber will be taken from the manhole on 6th and Morton, go north back up to Rogers at the B-line intersection where it will tie into another manhole where the fiber will be spliced together with the existing 96 strains that digital

Request Permission to Seek Quotes for Maxwell Lane Sidewalk Project

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

underground installed back in the early 2000's.

McNamara asked Jackie Moore, City Legal, if there should be two motions. Moore stated yes.

McNamara moved to first approve Resolution 2013-52: Permission for Special Purchase Determination. Hrisomalos seconded the motion. The motion passed. Resolution 2013-52 approved.

Hrisomalos asked if this was consistent with normal charge. Routon stated yes, and it is pretty involved installation because there is storm water, electrical, and gas under Morton Street.

McNamara made a motion to award the contract for installation of fiber optic cable to Garage Market be awarded to JDH Contracting for an amount not to exceed \$39,398.38. Hrisomalos seconded the motion. The motion passed. Contract for Installation of Fiber Optic to Garage Market approved for an amount not to exceed \$39,398.38.

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

Bloomington Sandwich Company, 118 E. Kirkwood, #13-17
Starbucks Coffee Company, 110 South Indiana Avenue, #13-18
The Atlas Ballroom, 209 S. College Avenue, #13-19
Coaches Bar & Grill, 245 N. College Avenue, #13-20
The Crazy Horse, 214 W. Kirkwood Avenue, #13-21

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

McNamara made motion to adjourn. Hrisomalos seconded the motion. The meeting adjourned at 6:25 p.m.

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Date:

Attest to:

DRAFT



Board of Public Works Staff Report

Project/Event: Run for the Animals and Barktoberfest
Petitioner/Representative: Monroe County Humane Association
Staff Representative: Miah
Meeting Date: June 18, 2013

Run for the Animals has been taking place in our community for 15 years. The event is to celebrate all animals and to raise funds for the Monroe County Humane Association. The event will occur in Dunn Meadow and on City streets on Saturday, October 26.

There will be a 5K run/walk which is primarily on campus but will also include use of streets which are maintained by the City. Those streets are sections of 7th, Union and Jordan. Streets will not be closed but traffic may be stopped on 10th Street as runners cross. The run will take place at 10:00 and should be completed by 11:30.

The run will be followed by Barktoberfest which will run until 3:00 p.m. in Dunn Meadow.

This event is a major fundraiser for the Humane Association.

Recommend Approval Denial by Miah

RESOLUTION 2013-53
Monroe County Humane Association
Run for the Animals and Barktoberfest

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

WHEREAS, the Monroe County Humane Association have requested use of public streets to conduct "Run for the Animals", which is a celebration of all animals and a fund raiser for the Humane Association; and

WHEREAS, the Monroe County Humane Association has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Monroe County Humane Association, herein after "Sponsor", has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property as described on Attachment A and has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured; and

WHEREAS, the City of Bloomington recognizes the contributions and commitment that the Humane Association makes in our in community to better the welfare of all animals and the Board of Public Works supports and appreciates their efforts to raise funding and to educate the public and agrees to allow use of public streets.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works agrees that public streets may be utilized to conduct "Run for the Animals" between the hours of 10:00 and 11:30 a.m., on Saturday, October 26, 2013.
- 2) The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of N. Jordan Avenue, N. Union Street and E. 10th Street during the hours of the event.
- 3) The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
- 4) The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 5:00 p.m., Saturday, October 26, 2013.
- 5) The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

Resolution 2013-53

- 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.

ADOPTED THIS ___ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

MONROE COUNTY HUMANE ASSOCIATION

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, THE Monroe County Humane 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 sections of 10th Street, N. Union Street and N. Jordan Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring Run for the Animals and Barktoberfest, on RELEASEE's property with set up beginning at 10:00 a.m., teardown ending by 5:00 p.m. on Saturday, October 26, 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 and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

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

RELEASOR

RELEASEE

Monroe County Humane Association

Board of Public Works Officer

Date

Date

Resolution 2013-53

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: Monroe County Humane Association
P.O. Box 1334, Bloomington, IN 47402

Contact person and phone number: Sarah DeLone

Information regarding proposed parade:

Date: Saturday, October 26th 2013

Time of commencement: 10am.

Expected duration: 1.5hrs.

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

attached

Expected number of participants: 300

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

5K Run/walk - walk portion includes dogs.

Traffic control shall be supplied by IU Police Department

At the following points on the parade route: see attached sheet



Board of Public Works Staff Report

Project/Event: Use of 4th Street for First Friday at Fell

Petitioner/Representative: I. Fell LLC

Staff Representative: Miah

Meeting Date: June 18, 2013

I Fell, LLC is requesting to close a portion of W. 4th Street between Rogers Street and the west side of the mid-block alley in the 400 block of W. 4th Street adjacent to the I Fell Building on Friday, July 5 and August 2 for First Fridays at Fell. The I Fell building is home to the Bloomington Clay Studio as well as other artist spaces, and their First Friday at Fell events will help draw people to this redeveloping area. First Friday at Fell will consist of live music, food, temporary art exhibits and other festival-type entertainment. Event hours are from 5 p.m. to 11 p.m., and they request that they be allowed to close the street at 4:00 p.m. for set up and commit to having it opened back up by midnight after clean up. As part of this event they are also requesting a noise permit until 10:00 p.m.

The organizers have notified businesses and residents on the block. Staff supports this request.

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

**RESOLUTION 2013-54
FIRST FRIDAY AT FELL
ART EVENT**

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

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

WHEREAS, I Fell LLC is desirous of using W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block to exhibit artwork and host other arts and festival-type activities in conjunction with First Friday at Fell to be held at the I Fell Building at 415 West 4th Street on Friday, July 5 and Friday, August 2, 2013; and,

WHEREAS, I Fell LLC, 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 Association's negligent act(s) or failure to act or those of its agents in using the City 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 W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block shall be temporarily closed to traffic and parking, beginning at 4:00 p.m. until midnight, on Friday, July 5 and Friday, August 2, 2013, for the purpose of hosting art and festival-type events, operating food and drink booths and to providing entertainment including live bands for the general public.
2. That I Fell LLC shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That I Fell LLC shall be responsible for placement and removal of barricades. I Fell LLC is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. I Fell LLC agrees to obtain at its own expense and place barricades to close the street, not before 4:00 p.m. and to remove barricades by midnight on both Friday, July 5 and Friday, August 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 Friday, July 5 and Friday, August 2, 2013.

RESOLUTION 2013-54

5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 4:00 p.m. and 10:00 p.m.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

I FELL, LLC:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, I Fell LLC, (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 W. 4th Street from the intersection with Rogers Street to the western wide of the mid-block alley in the 400 block, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring First Friday at Fell, on RELEASEE's property with set up beginning at 4:00 p.m., teardown ending by midnight on both Friday, July 5 and Friday, August 2, 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 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

I Fell, LLC

Board of Public Works Officer

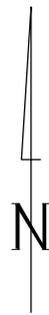
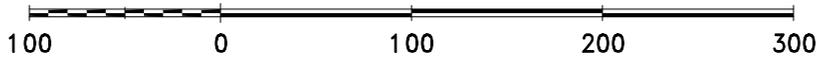
Date

Date

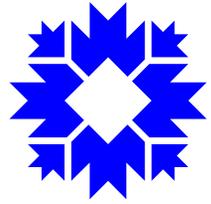
RESOLUTION 2013-54



By: smithc
13 Jun 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Robyn Mai – Rush Hour Station

Staff Representative: Jason

Meeting Date: June 18, 2013

Robyn Mai owner of Rush Hour Station 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 sandwiches and dumplings.

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2013-55
Itinerant Merchant Food Vendor in Public Right of Way
Robyn Mai – Rush Hour Station

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, Robyn Mai (“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;

RESOLUTION 2013-55

- 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:

Robyn Mai

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

Permit 120
2500

License Length and Fee Information

Valid License:	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
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:	Robyn Mai		
Title:	owner	Date of Birth:	5/23/1976
Physical Address:	1292 S. Cobble Creek Circle		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	rushhourstation@yahoo.com		
Phone Number:	812 323 7874	Mobile Phone:	

Corporate Contact Information

Name of Employer:	Rush Hour Station				
Physical Address of Employer:	421 E. Third St. Ste 8				
City, State, Zip:	Bloomington IN 47401				
Phone Number of Employer:	812 323 7874				
Employer is a:	<input type="checkbox"/> Firm	<input checked="" type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> 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:

License Plate Number: 3097776 Vehicle Identification Number (VIN): W00PD744965921452

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

You Must Obtain the Following:

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none">• 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
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

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

<input checked="" type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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.

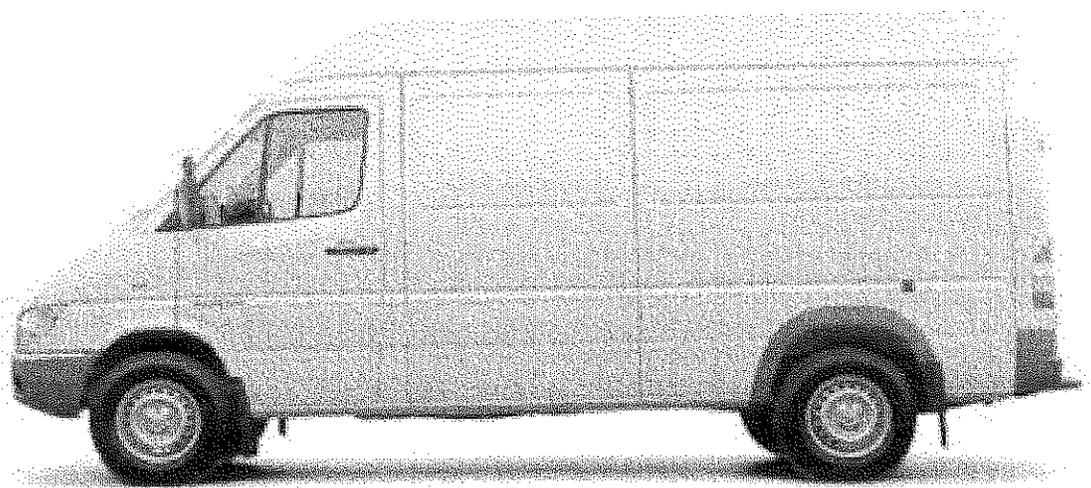
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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):	<i>Robyn Mai</i>
Signature:	<i>Robyn Mai</i>
Date Release Signed:	<i>5/23/2013</i>





Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3589

812-349-2542
RUSH HOUR STATION
1292 S. CORBELL CREEK CIRCLE
BLOOMINGTON IN 47401

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

Issued JUN 06 2013

By *Thomas W. Maguire*

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

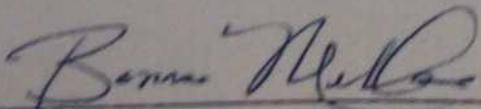
Certified Professional Food Manager

designation has been conferred upon

HOA T MAI
PROMETRIC

*who has met all the professional requirements for certification
in food service safety and sanitation.*

Exam 0201 Recognized By Conference For Food Protection



Bonnie Miller, Test Development, Food Safety Programs

Certificate No: 1699995

Exam Date: 03/13/12

Test Code: 6203040201

Certificate expires no later than: 03/13/17





Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Jordan Eickelberger – The SnoMobile

Staff Representative: Jason

Meeting Date: June 18, 2013

Jordan Eickelberger, President of Jordinski Enterprises LLC (DBA The SnoMobile) 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 33 flavors of shaved ice in three different sizes

This application is for 6 months.

Staff is supportive of the request.

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

RESOLUTION 2013-56
Itinerant Merchant Food Vendor in Public Right of Way
Jordan Eickelberger – The SnoMobile

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, Jordan Eickelberger (“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;

RESOLUTION 2013-56

- 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:

Jordan Eickelberger

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

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

Applicant Information

Name:	Jordan Eickelberger		
Title:	President	Date of Birth:	July 12, 1982
Physical Address:	264 S Lincoln St		
City, State, Zip:	Orleans, IN 47452		
E-Mail Address:	jordinski@outlook.com snomobiletruck@gmail.com		
Phone Number:	812.865.0940	Mobile Phone:	812.865.0940

Corporate Contact Information

Name of Employer:	Jordinski Enterprises LLC - DBA The SnoMobile				
Physical Address of Employer:	264 S Lincoln St				
City, State, Zip:	Orleans, IN 47452				
Phone Number of Employer:	812.865.0940				
Employer is a:	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Firm	Limited Liability Corporation	Corporation	Partnership	Sole Proprietor

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

33 flavors of shaved ice served in three different sizes.

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:
 1994 GMC Step Van. We serve out of the back of the truck.

License Plate Number: TK947LRT Vehicle Identification Number (VIN): 1GDKP32K9R3500444

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

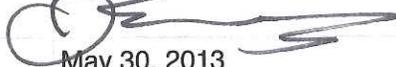
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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):

Jordan Eickelberger

Signature:



Date Release Signed:

May 30, 2013

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

THE SNOMOBILE
264 SOUTH LINCOLN ST.
ORLEANS, IN 47452

MOBILE

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 30 2013

By *Thomas W. Haggard*

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location



Board of Public Works Staff Report

Project/Event: Northwood Estates Neighborhood Block Party

Petitioner/Representative: Neighborhood Association

Staff Representative: Christina Smith

Event Date: June 29, 2013

Meeting Date: June 18, 2013

The Northwood Estates Neighborhood Association wants to hold a block party on Saturday, June 29, 2013. The event will take place on North Ironwood Court between West Rosewood Drive and Deadend. This event will be family orientated and will include activities, food, and music.

They have requested a noise permit during the hours of 5:30 p.m. to 8:30 p.m. so that live music may be played during the festivities.

Staff is supportive of neighborhood request.

Recommend **Approval by:** Christina Smith

RESOLUTION 2013-57
Northwood Estates Neighborhood Association Block Party

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

WHEREAS, the Northwood Estates Neighborhood Association (“Association”) is desirous of using North Ironwood Court between West Rosewood Drive and Deadend 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 3900 block of North Ironwood Court between West Rosewood Drive and Deadend shall be temporarily closed to motor vehicle traffic and parking from 5:30 to 8:30 p.m. on Saturday, June 29, 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 8:30 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 5:30 p.m., and to remove barricades by 8:30 p.m., Saturday, June 29, 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 9:00 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.

Resolution 2013-47

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

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

Charlotte Zietlow, President

Signature

James McNamara

Printed Name
For Northwood Estates Neighborhood Association

Dr. Frank N. Hrisomalos

Date:

|

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Northwood Estates 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 3900 block of North Ironwood Court between West Rosewood Drive and Deadend, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASEE'S property with set up beginning at 5:30 p.m. and teardown ending by 9:00 p.m. on Saturday, June 29, 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 _____ of the Northwood Estates 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.

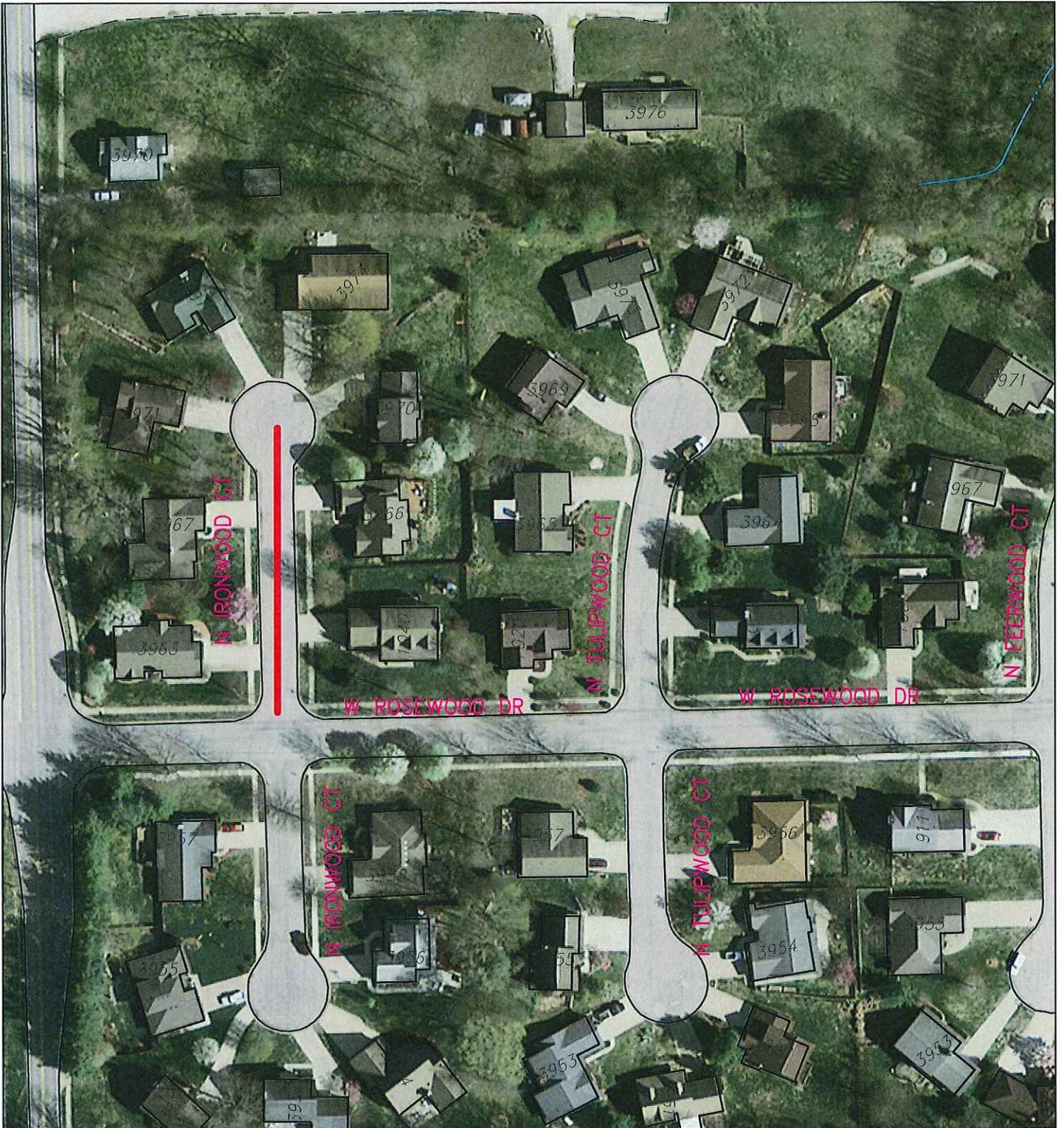
"RELEASOR"

"RELEASEE"

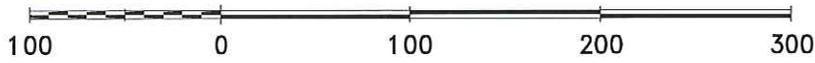
Signature

City of Bloomington

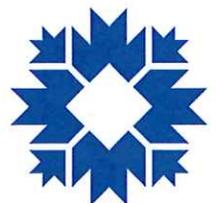
Printed Name
For Northwood Estates Neighborhood Association



By: smithc
13 Jun 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Resolution to Donate Traffic Box
Petitioner/Representative: Public Works Department
Staff Representative: Miah/Christina
Meeting Date: June 18, 2013

An existing controller cabinet, commonly known as a “traffic box” which was located at 2nd Street and College Avenue was recently de-commissioned and replaced with a newer, larger unit. This particular traffic box was part of an ongoing public art series called Stop and StART which is managed by BEAD.

The Stop and StART Project was designed to deter graffiti on traffic boxes by commissioning artists to paint murals on them. Board members may note several murals on traffic boxes in downtown and six more are in progress. BEAD considers this a very successful program. This particular traffic box was designed and painted by local artist Sparky Taylor. Ms. Taylor noticed that the traffic box was no longer at its former location and approached the City to inquire about the possibility of obtaining the unit.

The electrical components have already been stripped from the unit by our Street Department staff. Therefore, it is no longer needed or used by the department and is considered to be surplus and worthless equipment.

This resolution declares this traffic box to be surplus property and allows us to donate it to the artist who is excited to receive it.

Staff is supportive of the request.

Recommend **Approval** **Denial** by **Miah/Christina**

RESOLUTION 2013-58
TO DISPOSE OF SURPLUS AND WORTHLESS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington Street Department is in possession of a traffic controller cabinet, which is no longer needed or used by said Department and which is both surplus and worthless personal property of the City of Bloomington as defined by Indiana Code Sections 5-22-22-6 and 5-22-22-8; and

WHEREAS, the controller cabinet is both surplus and worthless personal property in that it was determined to be outdated and was replaced; and

WHEREAS, local artist known as Sparky Taylor wishes to take possession of the controller cabinet unit.

NOW, THEREFORE, be it hereby resolved by the City of Bloomington Board of Public Works that:

1. The following personal property owned by the City of Bloomington is hereby declared to be both surplus and worthless personal property:

One (1) controller cabinet measuring 4'x3'x2';

2. The Board of Public Works hereby grants the City of Bloomington Street Department permission to dispose of the above-listed surplus and worthless personal property by donating the same to local artist, Sparky Taylor.
3. The City of Bloomington Board of Public Works and the City of Street Department make no representation or warranty regarding the quality or integrity of this used, surplus and worthless personal property, which is being transferred on an 'as-is' basis. By acceptance of this surplus personal property, Sparky Taylor agrees to waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the transferred surplus and worthless personal property.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of _____, 2013.

Charlotte Zietlow, President
Board of Public Works

Attest: _____
Christina Smith,
Department of Public Works

ACCEPTED AND APPROVED by Sparky Taylor this ____ day of _____, 2013.

Sparky Taylor







Board of Public Works Staff Report

Project/Event: Resolution regarding right of way encroachments which are required improvements under the Unified Development Ordinance

Petitioner/Representative: Public Works staff, Planning staff & Legal Department

Staff Representative: Christina Smith

Meeting Date: June 18, 2013

Under the Unified Development Ordinance, certain public improvements are required of developers such as pedestrian level street lights, trees and tree grates and bike hoops. In the downtown areas and sometimes in other areas, the buildings are usually at the property line and the streetscape improvements end up needing to be or are intended to be in the right of way for the benefit of the public.

We deal with these items as encroachments so while Planning “requires” these things to be installed, Public Works ends up bringing them to the Board of Public Works as encroachments and we give the developers “permission” to do what is required of them.

Legal has prepared this resolution along with some agreements that developers would enter into, in an effort to streamline the system and make it a bit less awkward in appearance. The resolution is a blanket resolution for the year and allows the placement of these required improvements to be placed in the right of way without coming to the Board for each case. We ask the Board to approve this resolution which will be in effect until January 31, 2014. This blanket approval does not include things such as signs and canopies that are not required by Planning and are personal to the business or property owner. They will still come to the Board for consideration as they do now.

Staff is supportive of request.

Recommend **Approval** **Denial by** Christina Smith

**BOARD OF PUBLIC WORKS
RESOLUTION 2013-59
Right of Way Encroachment Approvals for
Certain Encroachments Required by the Unified Development Ordinance
for the Owner of Properties within the City of Bloomington**

WHEREAS, the City of Bloomington (“City”) Unified Development Ordinance (“UDO”) regularly requires the installation of street lights, street trees, tree grates and bicycle racks in the City’s public right of way during the development or redevelopment of property located within the City; and

WHEREAS, the City’s Board of Public Works (“BPW”) has authority, pursuant to Ind. Code Section 36-9-2-5, to establish, vacate, maintain and operate public ways, including air ways over sidewalks; and

WHEREAS, the BPW recognizes that when the UDO requires the installation of a street light(s), street tree(s), tree grate(s) and bicycle rack(s) in the City’s public right of way, the BPW always grants the owner of the property an encroachment(s) for the installation of said item(s); and

WHEREAS, in the interest of promoting government efficiency, the BPW recognizes that a general and all-encompassing encroachment approval for street lights, street trees, tree grate(s) and/or bicycle racks encroachments required by the UDO is in the best interests of City staff, the citizens of Bloomington, the property owner(s) and the City as a whole;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against any property owner or its successor(s) in interest, regarding street light(s), street tree(s), tree grate(s) and/or bicycle rack(s) encroachments into the City’s public right of way provided that:

1. The encroachment(s) is required by the terms and conditions of the UDO.
2. The encroachment(s) is installed in accordance with the following:
 - (a) The terms and conditions of the UDO;
 - (b) The terms and conditions of the approved development plan submitted to and approved by the City (or any of its duly authorized and recognized Boards and/or Commissions); and
 - (c) The terms and conditions of the City Engineering Department.
3. Each property owner shall be required to sign the following documents prior to encroaching in the City’s public right of way:
 - (a) A release of liability and indemnity agreement, said release will also bind any and all successor(s) in interest;

- (b) An agreement which stipulates that if the City determines that the street or sidewalk containing the encroachment(s) should be improved to better serve the public or other public improvements need to be made in the public right of way, and the encroaching improvement(s) interfere with the planned public improvements, the City can require the property owner, or its successor(s) in interest, to remove the encroachment(s);
- (c) An agreement which stipulates that the property owner, or its successor(s) in interest, accepts responsibility for the maintenance, repair, proper working condition and all expenses associated with the encroachment(s) installed in the City's public right of way;
- (d) An agreement which stipulates that the BPW approved encroachment(s) does not relieve the property owner, or its successor(s) in interest, from any provisions of any applicable zoning or other ordinance or statute that may apply to the property including obtaining a permit to work in the City's right of way from the City Engineering Department;
- (e) An agreement which stipulates that the BPW may alter the terms and conditions of the encroachment(s) to address unanticipated problems or may even revoke permission to encroach if the BPW determines the encroachment(s) is undesirable in terms of the general welfare of the City; and
- (f) An agreement which stipulates that the property owner, and its successor(s) in interest, understands and agrees that if the City or a public utility needs to work in the area of the encroachment(s) for any reason, and the encroachment(s) needs to be removed to facilitate the City or the utility, the removal of the encroachment(s) will be at the expense of the property owner, or its successor(s) in interest, and the City will not be responsible for any damage which may occur to the encroachment(s).

4. A copy of the documents noted in paragraph three (3) of this Resolution shall be maintained by the City's Planning Department in the relevant development file.

The terms of this Resolution shall be in effect upon execution of this Resolution by the members of the BPW and shall remain in effect until January 31, 2014.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

By: _____
Charlotte Zietlow, President

By: _____
Dr. Frank N. Hrisomalos

By: _____
James McNamara, Vice President

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Charlotte Zietlow, James McNamara, and Dr. Frank N. Hrisomalos, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand notarial seal this _____ day of _____, 2013.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary



Board of Public Works Staff Report

Project/Event: Award Contract for Design of Rockport Road Improvements
Petitioner/Representative: N/A
Staff Representative: Justin Wykoff
Meeting Date: June 18, 2013

The City of Bloomington Engineering Department sought "Requests for Qualifications" (RFQ) from multiple engineering firms for the design of improvements to Rockport Road which was recently awarded Community Development Block Grant (C.D.B.G) funding for design, right of way, and construction of improvements along Rockport Road between Countryside Lane and Graham Drive. This contract will also allow for the survey and geotechnical investigation on Rockport Road between Graham Drive and Ralston Drive.

It is anticipated that this design will be completed by early fall, and right of way acquisition will commence and then conclude by March of 2014 followed by construction of new curbing, sidewalks (west side) and stormwater improvements as well as some grade changes to improve sight line/safety along this section of roadway.

Clark Dietz's Statement of Qualifications has been included with your packet for review. In the past they have provided engineering design for the safety improvements at 17th Street and Fee Lane in 2006, and have also provided engineering design for 17th Street and Jordan Avenue which is anticipated for construction in the future using Hazard Elimination and Safety (HES) funding.

Staff recommends the award of a Design Contract to Clark Dietz, Inc. for the not to exceed amount to \$236,750.00 which further detailed in Exhibit B of the contract documents.

Recommend Approval Denial by

A handwritten signature in black ink that reads "Justin D. Wykoff". The signature is written in a cursive style and is contained within a rectangular box.

PROJECT NAME: Design for Rockport Road Improvements

AGREEMENT FOR CONSULTING SERVICES

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 Clark Dietz (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **design improvements along Rockport Road between Countryside Lane and Ralston Drive.**

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including geotechnical investigations, survey, drafting, design, appraisal, and buying services**, 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 task(s) currently identified include the following:

Task: Design improvements along Rockport Road between Countryside Lane and Ralston Drive, as more particularly described in Exhibit 'A' (Scope of Engineering Services)

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

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, 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 amounts of:

Task 1: **Two Hundred Thirty-Six Thousand Seven Hundred and Fifty Dollars (\$236,750.00) – Not To Exceed Amount**

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 there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the

Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
Attn: Justin Wykoff
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Clark Dietz, Inc
Attn: Douglas Valmore, P.E.
8900 Keystone Crossing, Suite 900
Indianapolis, IN 46240

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.

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

Consultant and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or subconsultant of the Agreement violation and require that the violation be remedied within thirty (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 thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminates the Agreement, the Consultant or subconsultant is liable to the Board for the actual damages.

Consultant shall require any subconsultant performing work under this Agreement to verify 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 this Agreement with the Board.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.)

Consultant shall sign an affidavit, Exhibit F, affirming that the Consultant is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner
City of Bloomington
Board of Public Works

Consultant
Clark Dietz, Inc.

By: _____
Charlotte Zietlow
President

By: _____
Douglas Valmore, P.E.
Vice President

By: _____
Mark Kruzan,
Mayor

EXHIBIT A – Scope of Engineering Services

DESIGN OF ROCKPORT ROAD IMPROVEMENTS BETWEEN COUNTRYSIDE LANE AND GRAHAM DRIVE*

***Survey and Geotechnical Investigation shall include section of Rockport Road between Graham Drive and Ralston Drive**

SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of the consultant team to conduct an engineering assessment for potential road improvements to South Rockport Road between West Countryside Lane and West Ralston Drive, and to design the recommended improvements as a federally-funded (Community Development Block Grant) construction project following the INDOT Design manual, and administered through the City of Bloomington. This project is anticipated to include curb, sidewalk (west side), storm-water improvements, sight distance (hill) correction, right of way engineering, titlework, appraisals, and buying services.

Tasks to be performed by the Consultant Team are identified by bullets (◆), the responsibilities of the City are designated by statements beginning with "City". Information regarding assumptions or conditions of this scope are typically in italicized text.

ASSESSMENT SCOPE OF WORK

Early Coordination

- ◆ Request local stakeholder comment for the project. Contacts expected include elected officials, City of Bloomington Utilities, Parks and Recreation, Bicycle and Pedestrian Safety Commission, Monroe County Highway Department, Bloomington Transit, Housing and Neighborhood Development, Police, Fire, Ambulance, and others as directed by the City of Bloomington.
- ◆ Contact City Forrester (Lee Huss) and request comments about potential tree impacts.
- ◆ Contact Monroe County Community School Corporation (Chris Ciolli, John Carter) and request comments about potential road restrictions.
- ◆ Contact City of Bloomington Utilities for information about planned improvement to water, sanitary, or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City of Bloomington Information and Technology Services (ITS) for information on desired fiber optic conduits in the project area.
- ◆ Coordinate with the City of Bloomington Department of Public Works about maintenance of traffic concepts and durations.

Route / Topographic Survey and Mapping

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. The Survey Notice shall be in accordance with INDOT standards.

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

- ◆ Contact the utility locator services including Indiana Underground to have utilities marked, document locates through photographic means following utility demarcation.
- ◆ Conduct a topographic route survey of the project area in accordance with requirements of the Survey Manual, Location Surveys, Indiana State Highway Commission.

- ◆ Complete topographic mapping and digital terrain model following accepted procedures and format.
- ◆ Prepare project survey book in accordance with INDOT requirements. Establish two control points to be used for construction grade and location control and included in the mapping. Provide all reference point, alignment notes, and benchmark data in electronic format for ready adoption into the plan set.
- ◆ Provide traffic control as necessary to complete the survey work in accordance with accepted standards, as approved by the City Engineer.

R/W and Property Research

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

Site Reconnaissance and Survey Review

- ◆ Conduct site walkthrough of project area.
- ◆ Review survey. Note the apparent completeness of utility data/locations in the mapping and needs for additional locates.
- ◆ Take Pictures. Maintain pictures in photo album to support meetings and exhibits.
- ◆ Inventory signs, culverts, utilities and other miscellaneous features that will have a bearing on the design proposal.
- ◆ Review existing drainage patterns and cross structures.
- ◆ After the completion of the site reconnaissance, revise mapping if applicable.

Geotechnical Investigations

- ◆ Conduct a site assessment of existing slopes and provide recommendations for needed slope stabilization in the event that slopes are to be cut back for road realignment. Identify likely scope of work for excavation of slopes to include general rock characteristics, construction methods and design considerations. Slopes exceeding 4:1 will require the design of a retaining wall with retaining walls under 6 feet in height being constructed of modular block.
- ◆ Conduct coordination and permitting activities as necessary to gain City of Bloomington approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions including planned infrastructure placement.
- ◆ Conduct geotechnical investigations to identify potential problems with in-situ soils. Sample soil in accordance with typical INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per City of Bloomington requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing location of borings and cores. Provide distances to fixed features for each.
- ◆ Prepare Soils Report following INDOT standards. Provide an analysis of the soils potential use as a roadway sub-base or pipe backfill material. Provide recommendations for use of underdrains.
- ◆ Submit report to City of Bloomington and include in the project manual.

Other Data Collection and Wetland Delineation

- City Provide a map of GIS data including edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and the most recent aerial photography.
- ◆ Obtain Floodway and Floodplain mapping and add to the survey mapping, if applicable, within project limits.

Utility Coordination

- ◆ In an early coordination letter to all utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Compare utility provided information with survey data.
- ◆ Conduct a Field Check/Utility Coordination meeting on-site to discuss future project and relocation issues/challenges.
- ◆ Prepare a summary of anticipated utility conflicts and re-imbursable status, including cost estimates.

Traffic and Accident Analysis

- City
- ◆ Provide City of Bloomington with a list of needed traffic counts and locations
 - ◆ Conduct needed counts
 - ◆ Obtain traffic and accident data from the City of Bloomington
 - ◆ Provide City of Bloomington with recommendations for correction of existing problems to be included as design improvements.

Alternative Analyses

- ◆ Review of City Plans and consult with City of Bloomington representatives, clarify Bike and Pedestrian facility goals for the project area.
- ◆ Draw potential layouts for roadway improvement alternatives, if more than one exists.
- ◆ Review alternatives and identify recommended alternatives.
- ◆ Prepare a scaled exhibit of the preferred alternative with road, sidewalk, trail, and other improvements.

Cost Estimating

- ◆ Develop a conceptual level cost estimate for the recommended alternative.
- ◆ Estimate the area and types of right of way that will be needed.
- ◆ Identify reimbursable utilities and approximate scope of work

Design Summary

- ◆ Prepare written design summary and submit with stage submittals to City of Bloomington as required.
- ◆ Prepare purpose and need summary.

DESIGN SCOPE OF WORK

Utility Coordination

- ◆ Request verification of utility facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT's utility coordination procedures.
- ◆ Review utilities relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the plan set as appropriate.

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

Plan Preparation

- ◆ Prepare Construction Plans – Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map 1 Sheet
 - General notes and Legend, Shet Index, Utility Contacts 1 Sheet
 - Typical Cross Sections and Construction Details 2 Sheets
 - Maintenance of Traffic Plan 3 Sheets
 - Erosion Control 3 Sheets
 - Plan and Profiles (1"=20' scale) 4 Sheets
 - Construction Details, if needed 1 Sheet
 - Retaining Wall Plan and Details 1 Sheet
 - Sign and Pavement Markings Plans 4 Sheets
 - Landscaping/Tree Planting Plan 2 Sheets
 - Road/Pavement Summary of Quantities 1 Sheet
 - Pipe material Sheet/Under-drain Tables 2 Sheets
 - Cross-Sections on 50 foot intervals and at crossing structures, drives 10 Sheets
 - Estimated Total Sheets 32 Sheets

- ◆ Prepare plans on 24"x36" sheets using INDOT standard plan borders.

Milestone Submittals

- ◆ Submit plans for review at 50% and 95% completion following timeline established.
- ◆ Submit right of way documents at 50% completion following timeline established.
- ◆ Submit final drawings 100% including plans, special provisions, and cost estimate to the City of Bloomington for review and processing.

Road and General Design

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

Plan and Profile Sheets

- ◆ Prepare plan and profile sheets for the entire project area.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, City of Bloomington designated numbers and descriptions, a project location map, and signature blocks. Prepare an index sheet with and index of plan sheets, a list of utility contacts, a table of symbols and lines, typical sections and pavement design based on geotechnical data, and general notes.

Right of Way Design, Engineering and Management

- ◆ Design proposed permanent and temporary right of way and show on Plan and Profile sheets.
- ◆ Conduct sight distance computations and design right of way needs to meet requirements.
- ◆ Prepare up to 20 plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary right of way. Submit plats and legal descriptions to City of Bloomington for approval.

- ◆ Provide Right of Way Acquisition Management services using pre-certified INDOT appraisers, titlework, and buyers listing all outside firms to be used in statement of qualification. Perform title and encumbrance (T&E) report following INDOT standard protocol for appraisal problem analysis, appraisal, review appraisal, and buying services.
- ◆ Stake parcels needed for right of way acquisition for appraisers, up to a maximum of 20 parcels staked

Grading Plan

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

Maintenance of Traffic Coordination and Design

- ◆ Coordinate with the City of Bloomington to determine maintenance of traffic scheme for the project and provide details or notes in plans.
- ◆ Prepare plans showing the maintenance of traffic scheme for the project, project phasing, adjacent road closures and temporary signs.
- ◆ Coordinate maintenance of traffic plan with Bloomington Transit, Monroe County Community School Corporation, Local Ambulance Service, City of Bloomington Police and Fire Departments.

Erosion Control Design

- ◆ Show temporary erosion control measures in accordance with the Indiana Storm-water Manual.
- ◆ If applicable, prepare Rule 5 plans for review by IDEM and determine and design appropriate Best Management Practices (B.M.P.'s) for post construction storm-water quality B.M.P.'s.

Typical Cross Sections and Pavement Design

- ◆ Prepare pavement designs for approval by the City of Bloomington in accordance with INDOT procedures. Anticipated pavement sections include a full depth pavement and an overlay design for mainlines.
- ◆ Prepare typical cross-section details to describe the pavement treatments.
- ◆ Prepare details for utility trenching, patching, curb and gutter details as needed.

Construction Details

- ◆ Prepare details only for features that are non-INDOT standards using INDOT standard details in plan sheets.

Retaining Wall Details

- ◆ Prepare plan and details for retaining walls if found to be needed to prevent slopes steeper than 4:1 if needed. *Walls are assumed to be short enough for a non-reinforced design.*
- ◆ Retaining walls shall include a stepped concrete footer in their design with a plan and profile view of the footer.

Slope Cut / Stabilization Design

- ◆ Based on geotechnical investigation, prepare slope cut details to address stability and erosion concerns.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets in accordance with the Indiana Manual on Uniform Traffic Control Devices. All signage shall be brought into current compliance including mounting and retro reflectivity requirements.
- ◆ Prepare a sign summary sheet that list new and existing signage within this project.

Landscaping Design

- ◆ Prepare sheet to show locations and species of required trees and other plantings for the project.

Drainage Design

- ◆ Design culverts and storm sewers and overall project site drainage in accordance with INDOT's Hydraulic Guidelines dated November 1993. Layout storm sewer system. Prepare hydrologic and hydraulic computations showing the design flow for proposed storm sewers. Prepare inlet spacing computations.
- ◆ Review site for poorly draining areas and include drainage infrastructure to them.
- ◆ Prepare structure notes for the Plan and Profiles and Structure Data Tables.
- ◆ Design under drains and provide and under drain table if recommended in the soils report.
- ◆ Submit drainage design to City of Bloomington Utilities for review and approval. Submit drainage design to City of Bloomington Engineering for review.

Miscellaneous Summary of Quantities

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

Road Summary of Quantities

- ◆ Provide cross-sections at 50 foot intervals, at connecting drives, street approaches, and at drainage crossing structures. Non-crossing drainage features must be shown on applicable cross-section sheets. Show pavement treatments and earthwork quantities as appropriate.

DESIGN SUPPORT AND PERMITTING TASKS

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if City of Bloomington standards apply. Provide Special Provisions Menu and attachments as required.

Project Meetings, Field Check, and Public Meetings

- ◆ Attend up to four plan review and coordination meetings with City of Bloomington during the project.
- ◆ Schedule, conduct and prepare minutes for a combined field check and utility coordination meeting.
- ◆ Conduct meetings with stakeholders as directed by the City of Bloomington. *(Note that only two of these meetings are assumed)*
- ◆ Prepare and conduct one public meeting with displays and details of the project.

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

City Assist in the planning and scheduling of stakeholder meetings (provide meeting room, and contact information)

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

IDEM – Rule 5 Erosion Control Permitting

- ◆ Show erosion control plan in the form of plan sheets and technical specifications in conformance with the Indiana Storm-water Design Manual. Submit the erosion control plan to Monroe County Soil and Water Conservation District for review. Resubmit as needed to obtain Monroe County Soil and Water Conservation District approval. Seek approval based on the entire project area.
- ◆ Publish public notice in Bloomington Herald-Times as required.
- ◆ Submit a Notice Of Intent (N.O.I.) and permit fee to IDEM under "Rule 5" requirements.

Quantity and Cost Estimates

- ◆ Prepare cost estimates for use in bid evaluation.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Develop itemized list of pay items following the INDOT standard specifications.

Earthwork Calculations

- ◆ Prepare earthwork calculations.
- ◆ Show earthwork notes on the plans and include totals in the project cost estimate. Include an undistributed quantity of rock excavation as deemed appropriate by the geotechnical report.

BIDDING SUPPORT TASKS

Bidding

- ◆ Prepare final plans on reproducible stock and on compact disk in AutoCAD format. Submit complete set of special provisions in hard copy and in Microsoft Word format and cost estimate in hardcopy and Microsoft Excel format.
- ◆ Attend Pre-Bid meeting and respond to questions from bidders, prepare documentation for inclusion in a Addendum if necessary.
- ◆ Attend Pre-Construction meeting.

Project Management

- ◆ Manage sub-consultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process sub-consultant invoices and other data.
- ◆ Prepare invoices to City of Bloomington to include supporting documentation and cost records if requested. Prepare progress reports in format acceptable to the City of Bloomington.

Assumptions:

Environmental Hazards

No known environmental hazards or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work will not be included in the agreement but through an amendment if encountered.

Traffic Counts

The City of Bloomington will provide any needed traffic and accident data.

Land Rights / Rights of Entry

The study area will be accessible to the consultant team given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Engineering

Right of way acquisition services including all corresponding sub-consultants (titlework, appraisal, review appraisal, buyer etc.) qualifications are to be included with this Request For Qualifications.

Construction Inspection

This scope does not include construction observation services, which will be handled by the City of Bloomington.

EXHIBIT B - Compensation

DESIGN OF ROCKPORT ROAD IMPROVEMENTS BETWEEN COUNTRYSIDE LANE AND GRAHAM DRIVE*

This project is to be conducted on an Hourly basis with an agreed Not to Exceed Cost of **\$236,750.00**

Design Elements:

Route and Topographical Survey (USI Consultants) (Countryside Lane to Ralston Drive)	-	\$35,000.00
Geotechnical Investigation (Earth Exploration) (Countryside Lane to Ralston Drive)	-	\$8,000.00
Assessment	-	\$10,000.00
Design Services (Countryside Lane to Graham Drive)	-	\$95,000.00
Pavement Design (Earth Exploration)	-	\$2,000.00
Design Support and Permitting	-	\$15,000.00
Bidding Support	-	\$5,000.00

Right of Way Elements:

Right of Way Engineering (Plats and Legal Descriptions)- 10 Parcels	-	\$9,000.00
Right of Way Management – 10 Parcels	-	\$5,000.00
Right of Way Staking – 10 Parcels	-	\$4,500.00
Appraising – 10 Parcels	-	\$36,250.00
Buying Services – 10 Parcels	-	<u>\$12,000.00</u>

Total Design and Right of Way Services Cost - **\$236,750.00**

In the event that additional services are needed, additional compensation will be determined using the following rates:

Senior Civil Engineer	\$110/hour
Civil Engineer	\$85/hour
CADD Technician	\$60/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%*
Mileage Reimbursement	Current IRS Rate

EXHIBIT C – Estimated Project Schedule

DESIGN OF ROCKPORT ROAD IMPROVEMENTS

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	June 21, 2013	
50% Plan Submittal	July 26, 2013	
Right of Way Plans	August 16, 2013	
95% Plan Submittal	August 30, 2013	
Final Plans	September 13, 2013	
R/W Acquired*	March 1, 2014	
Construction Complete	November 15, 2014	

*Assumes no condemnations for acquisition of right of way

EXHIBIT D – Key Personnel

DESIGN OF ROCKPORT ROAD IMPROVEMENTS

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

<u>Position / Responsibility</u>	<u>Name</u>
Project Management	Douglas Valmore, P.E.
Senior Project Engineer	Jim Loew, P.E.
Utility Coordination Engineer	Deborah K. Porter, P.E.
Construction Manager	Robert A. Valentine, P.E.
Primary Appraiser Services)	Shawn Patterson (Monroe/Owen Appraisal
Review Appraiser	Wayne Johnson (First Appraisal Group)
Right of Way Acquisition	Todd Taylor, (Buyer)

EXHIBIT F – Investment Activities in Iran

DESIGN OF ROCKPORT ROAD IMPROVEMENTS

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 is seeking to contract with the City of Bloomington to provide services; OR
 - is a subconsultant 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 _____, 2013.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the City of Bloomington, Indiana for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the City of Bloomington, Indiana and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and

orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City of Bloomington, Indiana or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bloomington, Indiana or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Bloomington, Indiana or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Bloomington, Indiana to enter into such litigation to protect the interests of the City of Bloomington Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Housing and Neighborhood Development Department, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Housing and Neighborhood Development Department.

C. The Housing and Neighborhood Development Department shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Housing and Neighborhood Development Department may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Housing and Neighborhood Development Department, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Housing and Neighborhood Development Department shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a

contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Housing and Neighborhood Development Department;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any

work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Housing and Neighborhood Development Department may require, shall furnish grantee and/or the Housing and Neighborhood Development Department such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Housing and Neighborhood Development Department and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Director of the Housing and Neighborhood Development Department within ten

(10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

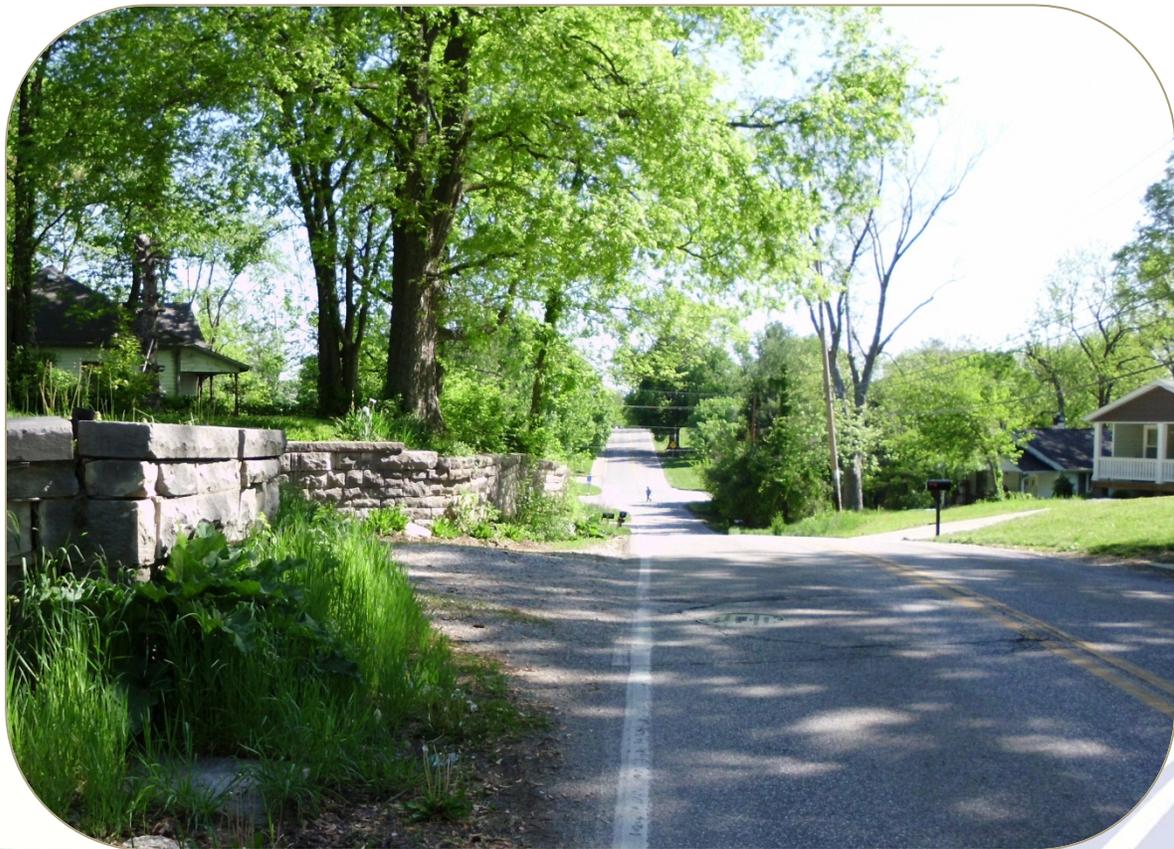
In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. **Drug-Free Workplace Requirements:**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Statement of Qualifications

Rockport Road Reconstruction



City of Bloomington, Indiana

April 17, 2013



ROCKPORT ROAD RECONSTRUCTION



May 17, 2013

City of Bloomington Public Works – Engineering Division
Attn: Adrian Reid, PE, City Engineer
401 N Morton Street, Suite 130
Bloomington, IN 47404

Re: Rockport Road Reconstruction

Clark Dietz is excited to submit our Letter of Interest for the Rockport Road Reconstruction project. We have assembled a team of consultants specifically suited to the unique characteristics of this project and the City of Bloomington. We pledge to provide the innovation and accelerated project delivery that you require. Our team will provide:

Highly Experienced Project Manager

- *Doug Valmore has over 20 years of experience managing road projects throughout Indiana, and has a proven track record of developing high quality plans while also expediting schedules. Doug's greatest trait is constant communication.*

Significant Similar Project Experience

- *Doug has performed design for other medium to small road projects for Bloomington, and understands the complexities of coordinating all stakeholders within the community.*

Attention to Detail

- *Our approach to projects focuses on the details that are chronic problems during construction, including quantities, constructability, utility coordination, and permitting. We engage our seasoned construction inspection staff for QA/QC.*

Proven Ability to Provide Innovation

- *We understand that this project will require out-of-box thinking to get the project delivered on schedule and to blend the needs of motorists and other modes of transportation.*

PROJECT TEAM

RESPONSIBLE CONSULTANT:

Clark Dietz, Inc.
Contact: Doug Valmore, PE,
Vice President
Role: Project Management and Design

SUBCONSULTANTS:

USI Consultants, Inc.
Role: Survey

Earth Exploration, Inc.
Role: Geotechnical

KKM, Inc.
Role: Title Work

Monroe/Owen Appraisal, Inc.
Role: Primary Appraisal

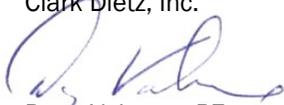
First Appraisal Group, Inc.
Role: Secondary Appraisal (as needed)

Todd Taylor
Role: Primary Buyer

Right of Way Jones, Inc.
Role: Secondary Buyer (as needed)

In this proposal you will find a detailed outline of our key staff, our similar experience, and our approach to the project. We thank you for the opportunity to submit this Letter of Interest.

Sincerely,

Clark Dietz, Inc.

Doug Valmore, PE
Vice President

ROCKPORT ROAD RECONSTRUCTION

Project Team

The Clark Dietz Team maintains an Indianapolis-based staff of 10 road design engineers and technicians available to contribute to this project. ***The Clark Dietz Indianapolis office currently has only two active road projects, and we anticipate finishing one of these projects in June 2013. The Rockport Road project is therefore a high priority for us, as we will be available to go full-speed ahead with the design immediately.***

The Clark Dietz team consists of Indianapolis-based staff supplemented by staff in Evansville and New Albany, as needed to ensure that the design is completely at an accelerated pace. Additionally, our team includes USI Consultants, Earth Exploration, KKM, Todd Taylor, Bill Jones, Monroe-Owen Appraisals, and First Appraisals. Clark Dietz collaborates with many of these same firms on the majority of our road and bridge projects. This creates a consistent working relationship that results in a better product to the City.

Within this section we highlight the core consultants and staff who will contribute to this project.



Clark Dietz will lead the project design and management, and will perform the following work elements:

- Manage overall project development process
- Serve as the liaison with the City of Bloomington and other stakeholders
- Perform the design and plan preparation.
- Prepare the R/W Engineering Documents
- Perform the R/W Management



USI Consultants will assist as follows:

- Perform the Topographic Survey
- Prepare the Route Survey and Register the Route Control Survey Plat



Earth Exploration will assist as follows:

- Perform Geotechnical Investigation
- Provide underdrain recommendations
- Provide Pavement Design advice
- Provide Slope Treatment advice
- Assist with the retaining wall design, if necessary



KKM will provide Title Research

Todd Taylor will be the primary buyer with assistance from **Right of Way Jones, Inc.**, if necessary to accelerate the project.

Monroe-Owen Appraisals will perform the appraising with assistance from **First Appraisal**, if necessary to accelerate the project.

ROCKPORT ROAD RECONSTRUCTION

Key Staff

Douglas A. Valmore, PE



Project Manager
 Education: BS, Civil Engineering, Purdue University
 PE Registrations: IN, IL
 Years of Experience: 20

Mr. Valmore has been involved in every stage of development on a variety of transportation projects, including preliminary scoping, public involvement, detailed design, signal design, traffic analysis, plan and specification development, interagency and INDOT coordination, utility coordination, and right-of-way administration. The projects in which he was involved have ranged in construction cost from \$25,000 to \$30 million.

Doug will manage the Rockport Road project. Doug is currently completing an INDOT project which is expected to wrap up in June 2013. He has no other projects committed and will therefore be available to commit a large percentage of his time to directly overseeing this project.

Deborah K. Porter, PE



Utility Coordination Engineer
 Education: BS, Civil Engineering, Purdue University
 PE Registrations: IN
 Years of Experience: 18

Deborah will provide utility coordination support for the project. Ms. Porter has extensive experience performing utility coordination services for Clark Dietz's INDOT and Local Public Agency projects. Deborah recently completed the successful coordination of utilities for **U.S. 31 Added Travel Lanes in Columbus, IN.** A total of 15 utility companies operated facilities.



Jim Loew, PE



Senior Project Engineer
 Education: BS, Civil Engineering, Purdue University
 PE Registrations: IN
 Years of Experience: 25

Jim is the senior road design engineer in the Clark Dietz Indianapolis office, and will play a key role in the design and plan production. Jim has a reputation for keeping clients happy by **making the client project manager look good**. He accomplishes this by focusing on:

- Constant communication and project updates with the client
- Timely and proactive responsiveness to client requests
- Holding staff and subconsultants accountable to meeting committed schedules, no excuses

Robert A. Valentine, PE



Construction Manager
 Education: BS, Civil Engineering, Bradley University
 PE Registrations: IL, FL
 Years of Experience: 26

Mr. Valentine leads the construction department for the Clark Dietz Indianapolis Office. Bob has served as a critical resource to the design staff with his extensive experience in managing construction projects.

Bob will provide the constructability QA/QC for this project, and will be involved in not only constructability but will provide advice with construction staging and maintenance of traffic.

Relevant Experience

The Clark Dietz staff has provided project development services for roadway improvement projects ranging in size and complexity from residential streets to highway interchanges. We have extensive experience with reconstruction and rehabilitation of urban roadways very similar to Rockport Road. The following pages highlight a few of these similar projects.

17th and Fee Intersection Improvements, Bloomington, IN. The 17th Street corridor improvement project focused on a high-accident, high pedestrian traffic corridor that connects the fraternity and sorority area with the main Indiana University campus. Clark Dietz worked with the City of Bloomington to acquire safety funds from INDOT to reconstruct and enhance this 3,000 foot section of 17th Street, thereby making it safer for both motorists and pedestrians. Key design components included

- Horizontal realignment of 17th Street to correct an adverse intersection jog, and to eliminate several substandard curves
- Vertical realignment of 17th Street to eliminate several sharp crest curves
- Addition of an 8' multi-use path and design of a high-pedestrian traffic ramp and signal system at the signalized intersection
- Addition of landscaping to mitigate tree removal
- Coordination with City, University, and private utilities
- This project required extensive interagency and public coordination, due to the number of public and private groups who had an interest in the improvement.



17th Street and Jordan Avenue Intersection Improvement, Bloomington, IN. The 17th Street and Jordan Avenue improvement project focuses on a high-accident, high pedestrian traffic corridor that connects the fraternity and sorority area with the main Indiana University campus. Key design components include:

- Vertical curve correction on 17th Street to eliminate the substandard sight distance caused by a sharp crest curve
- Addition of an 8' multi-use path and design of a high-pedestrian traffic ramp system each leg of the Jordan Avenue intersection
- Addition of a left turn lane on 17th Street
- Addition of landscaping to mitigate tree removal
- Coordination with City, University, and private utilities
- Coordination with INDOT as required to utilize federal funding



ROCKPORT ROAD RECONSTRUCTION

CDBG Street Reconstruction Projects, Terre Haute, IN. Clark Dietz has been the preferred consultant of the **Terre Haute Redevelopment Authority** for the last eight years, performing design of residential street reconstruction projects throughout the City. Key elements of the projects included:

- Coordination with stakeholders including the Redevelopment Authority, City Utilities, Indiana State University, and City Engineering Staff
- Accelerated project timeframes, most were 4-6 month design durations
- Reconstruction of pavement, curb and gutter, retaining walls, drainage and incidental items



The following projects have been successfully completed by Clark Dietz:

- 25th Street from Maple Avenue to Railroad Tracks at Florida Avenue
- Grand Avenue from 26th Street to Lost Creek
- 27th Street & 28th Street from Maple Avenue to Barbour Avenue
- 29th Street & 30th Street from Maple Avenue to Barbour Avenue



Residential Street Reconstruction Projects, Hammond, IN.

Clark Dietz performed the design and construction inspection of over a dozen total street reconstruction projects throughout the City of Hammond, **many of which utilized local CDBG funds.** Improvements consisted of full depth HMA pavement replacement, concrete sidewalks, curb and gutter, and concrete driveway reconstruction. These projects also involved the construction of new stormwater drainage systems for each roadway. In some locations separation of an existing combined sewer system was required. New water main construction and street lighting were also addressed as part of the improvements.

Main Street Rehabilitation, Summitville, IN. This project involved the reconstruction of Main Street through the limits of the Town of Summitville, extending approximately $\frac{3}{4}$ -mile. Key elements of the project included:

- Detailed sidewalk, curb and roadway elevation design in the downtown commercial area to meet buildings and doorways
- **Reconfiguration of the roadway section to accommodate a bike lane**, a parking lane, two through lanes, and elimination of the grass buffer strip
- Special design features to improve ADA Accessibility
- Installation of a decorative flasher signal, decorative street lights, trees in grates, and stamped colored concrete crosswalks
- Installation of 200' of new retaining wall, and reconstruction of 15 steps



ROCKPORT ROAD RECONSTRUCTION

Within this section is detailed our understanding of the project, our project approach strategy, and anticipated design issues.

Project Understanding

Clark Dietz staff have conducted a thorough site reconnaissance of this project and through this and other investigations, we have developed a good understanding of the deficiencies and the goals of this improvement.

Project Deficiencies

- *The roadway section is approximately 10.5' in width, with no shoulders*
- *Existing drainage is conveyed through shallow, and in some places nonexistent, roadside ditches*
- *Two crest vertical curves severely restrict sight distance*
- *Sidewalks are sporadic, in poor condition, non-ADA compliant, and at excessive grades*
- *The roadway is severely deteriorated*
- *Pedestrian crossings are not well marked*
- *An existing retaining wall is failing*



Project Goals

- *Improve corridor safety*
- *Improve pedestrian accessibility*
- *Extend the service life of the infrastructure*
- *Improve the drainage*



Project Approach

The Clark Dietz approach to project development focuses first and foremost on finding the vision of the decision makers. In our role as a professional adviser, we understand that it is not our job to simply tell the City what needs to be done, but rather to bring our experience and expertise to the table to help you as the Owner of this road come up with a project that meets your vision.

Through our extensive experience working on the context-sensitive approach to developing projects, we have created a process which will fit the Rockport Road project perfectly, summarized on the following pages.

ROCKPORT ROAD RECONSTRUCTION

Listen to the Stakeholders

Before we begin any design work, we will facilitate meetings with the stakeholders.

Stakeholders

- Adrian Reid, City Engineer
- CBU
- Bicycle/Ped Safety Commission
- Parks and Recreation
- Bloomington Transit
- Elected Officials
- Parks and Recreation
- Department of Public Works
- Bill Williams, Monroe County Engineer
- HAND

Stakeholder input must be gathered before design starts, as we know from experience that once the design starts it is more difficult to make substantial changes to the concept on an accelerated schedule.

Clark Dietz has significant experience facilitating stakeholder workshops for both local agencies and state DOT's, including facilitating workshops for the New Albany Main Street, the Pennville TE project, and the Summitville Main Street reconstruction.



Develop a High-Quality, Flexible Design

Having a vision that everyone agrees to is only the start of the process. We follow this up with a careful, well planned design procedure that involves quality control with contributions from both our senior engineering staff and our experienced construction inspection staff.

This project will be designed utilizing INDOT standards and design criteria as a guideline. However, the design must be flexible enough to accommodate the needs of the City.

As an example of design flexibility, Clark Dietz will develop several profile grade scenarios using design speeds ranging from 30 mph to 40 mph. This will allow the City to make an informed decision regarding speed versus project cost and right-of-way impacts.

ROCKPORT ROAD RECONSTRUCTION



Accelerate the Schedule

We expect that this project can be designed to the point of moving ahead with right-of-way acquisition within three months of notice-to-proceed. This will be accomplished by performing many tasks concurrently, some of which are normally performed sequentially.

The topographical survey for this project could take as long as 45 days to perform and process. While waiting for the survey to be completed, the following activities could occur:

- Develop plan and profile cut sheets using GIS data
- Perform the stakeholder coordination using these sheets
- Perform the preliminary drainage design using GIS data (verify once survey is complete)
- Develop preliminary horizontal and vertical alignments using GIS data
- Meet with the utilities and identify likely conflicts based upon the preliminary design
- Perform the title research for all adjacent properties

After the topographical survey is complete, the design can move forward, advancing the preliminary design elements which were developed using GIS.

To accelerate the R/W process, the appraiser(s) can perform their comparable sales and other research in advance of the right-of-way plats and legal descriptions being ready, using the title research and plan sheet as a guide. Additionally, the right-of-way plats and legal descriptions can be set up ahead of time using the

We commit to exceed your expectations for project delivery schedule, detailed as follows;

- Notice to Proceed: 6/21/13
- 50% Plan Submittal: 7/26/13
- R/W Plans: 8/16/13
- 95% Plans: 8/30/13
- Final Plans: 9/13/13
- R/W Acquired*: 3/1/14
- Construction Complete: 11/15/14

* Assumes no condemnations.

ROCKPORT ROAD RECONSTRUCTION



Control Scope and Budget

We understand that all agencies are limited to fixed budgets, and that project costs must be controlled. Controlling project costs also means controlling the scope of the improvements.

Clark Dietz will continuously look for ways to minimize the right-of-way impacts and the construction cost of the project. For example, several options will be considered in areas of retaining wall, such as bin walls versus reinforced-earth systems, to ensure that the least overall cost product is designed.

Effective Project Management

The most important service Clark Dietz will provide to the City is effective project management, and this starts with an experienced, proven project manager. Doug Valmore will oversee the management of the Rockport Road project.

Clark Dietz puts such a high emphasis on the project management aspect of our service that we spend more education time on project management training than any other type of training for our senior engineers.

Focus points of the project management process include:

- Develop a detailed project schedule or Gantt chart to be distributed to the City, Clark Dietz design staff, all subconsultants, and the utilities, and refer regularly back to this schedule.
- Communicate with the City on a weekly basis, by email or telephone, to provide project status updates and to discuss action items. All communication for this project will run through the project manager, Doug Valmore.
- Hold all partners, including subconsultants, accountable to their commitments. Clark Dietz is ultimately responsible for all subconsultant work and will take action if there are issues with their performance. On past accelerated projects, we have built financial incentives into subconsultant contracts to encourage them to complete on-time or early. This may be considered on the Rockport Road survey subcontract.
- We understand that City staff have many projects going on at once, and that their time is limited. We will diligently support staff needs, and proactively push through items that require City input, instead of simply letting loose ends sit until the project is delayed, looking to blame others for delays.

Project Design

This project poses many design challenges and opportunities. Specific design elements are detailed in this section. We have developed plan cut sheets to help us evaluate the design parameters of the project. These sheets will also allow us to illustrate some of the issues that we have identified. These plan sheets follow this section.

Roadway Section

The existing roadway consists of one 10.5' through lane in each direction, with no shoulders and limited side ditching. A new section consisting of one 12' through lane and an 18" curb and gutter work well in this corridor, as it will match the improved section to the north, and will also minimize right-of-way impacts.



To improve the motorist safety in the corridor, the stakeholders may consider adding short (150' or less) left and/or right turn lanes at the Graham Drive and Kissell/Coolidge Drive intersections. This could reduce conflicts between through vehicles and turning vehicles.

Pedestrian Facilities

The needs of the motoring public must be balanced with the needs of pedestrians and non-motorized vehicles on all projects in Bloomington. The sidewalks throughout this corridor are deficient in many ways, including:

- Not continuous on either side of the road
- Excessive grades (exceeding 10% near Graham Drive)
- Poor roadway crossing markings and signage



New sidewalks will be needed on at least one side of the roadway, likely the west side, as there are more pedestrian generators on this side (including the Country View Apartments). The design should consider separating the sidewalk from the curb to provide a grass buffer if possible, though this may not be practical in tight right-of-way areas.

A more visible pedestrian crossing is needed at the Graham Drive intersection at a minimum, and also potentially added to the Kissell/Coolidge Drive intersection. Upgrades could include new striping, pavement reflectors, and/or crossing signage.

Vertical Alignment

ROCKPORT ROAD RECONSTRUCTION

Two crest curves and one sage curve exists within the project area. Neither crest curve provides adequate stopping sight distance. As depicted on the plan cut sheets, both curves will need to be cut down in order to improve the safety of the corridor.

Resolving the vertical curve deficiencies may have the greatest impact on the project cost and right-of-way impacts. Knowing that this will have such a large impact, we understand that there may need to be some flexibility in the design in order to keep the project within budget. The table below summarizes the amount of cut which will be required for various scenarios.

Design Speed (mph)	Minimum K Value	Cut Depth (ft)	
		Crest Curve 1	Crest Curve 2
30	19	3'	1.5'
35	29	4.5'	3.5'
40 (Posted Speed)	44	10'	7'



Retaining walls may be required at both curves in order to minimize the right-of-way impacts. In the event that structural walls are needed (heights over 48"), we will conduct an analysis to identify the wall type which will have the least impact.

Horizontal Alignment

The alignment is generally straight, though there is a jog in the road between Countryside and Coolidge Drive which will need to be straightened. Otherwise the alignment will not change significantly.

Drainage

The existing roadside ditching will be converted to storm sewer drainage with the construction of new curbing.

Stormwater quality must be considered as a part of the SWPP, which will be required for this project. Potential stormwater quality measures include structural BMP's (e.g. swirl concentrators) or hybrid ditches.

Crossing culverts within the project should be inspected and only replaced if they are found to be deficient. It should be noted that if it is expected that they will need to be replaced within the design life of this project, it may make the most sense to replace them now while the pavement is being replaced.



ROCKPORT ROAD RECONSTRUCTION

Transit



A bus stop is located on Rockport Road at Countryside Lane. The stakeholders will be consulted to determine where new bus stop(s) should be located, and what accommodations should be included in the design, such as pull-outs, signage, shelters, or other features.

Utilities

Overhead and underground utilities exist along this corridor, and will likely require relocation. On an accelerated project, it is critical to identify utility impacts which may affect the design in the early stages. For example, the new locations of the utility poles must be considered during the right-of-way design, to ensure that the poles have room to relocate out of the way of the other improvements.

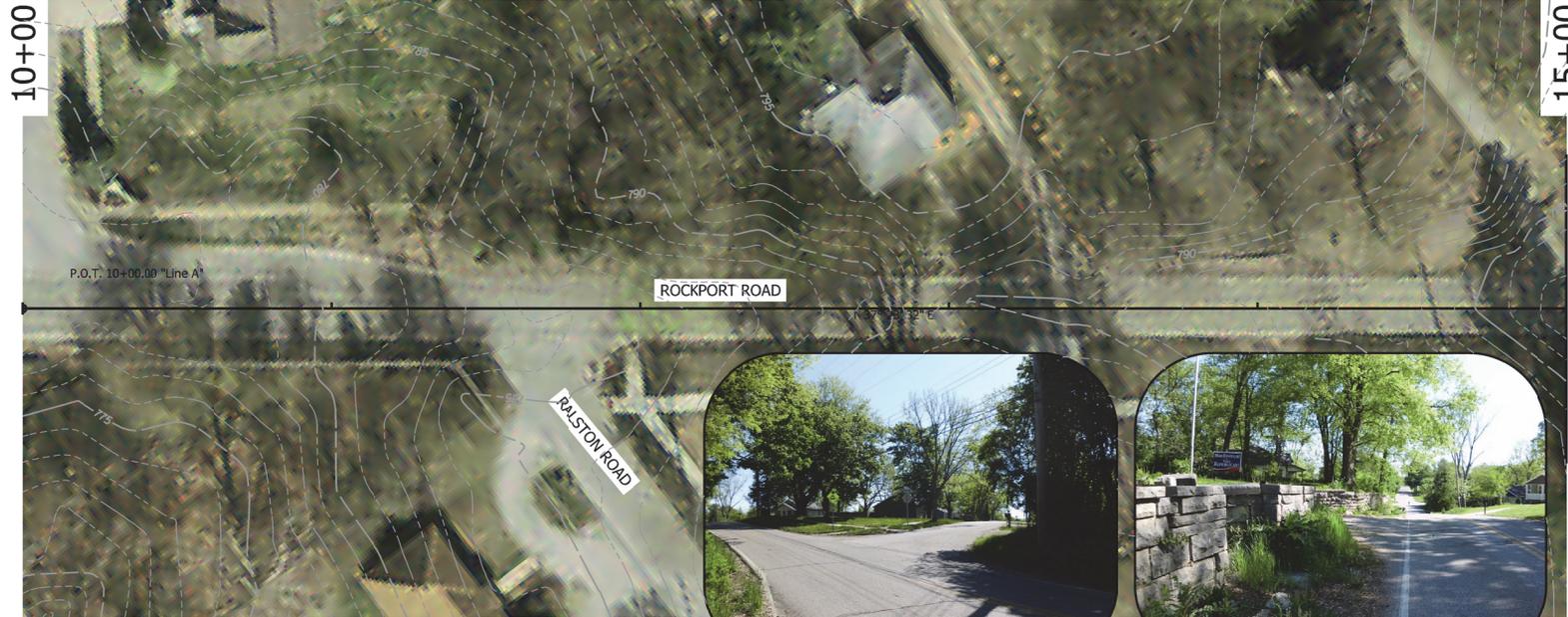


Sustainable Design

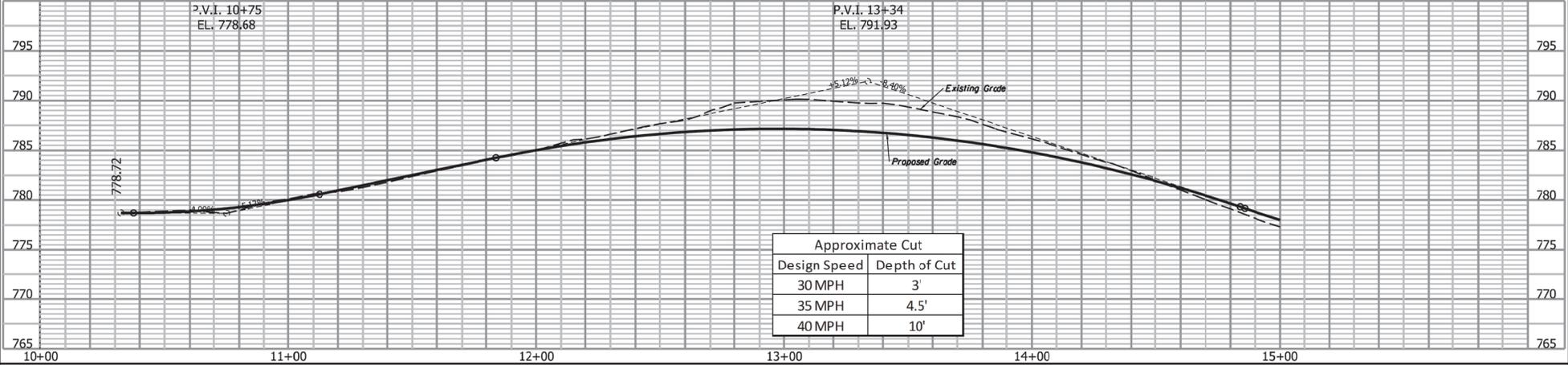
In order for this project to be a success, all social, economic, and environmental impacts must play a role in the design. Examples include:

- Removal of trees will likely require compensatory planting; these locations should be identified during design of the right-of-way, to ensure that there is enough room to plant new trees within the project where practical.
- Transit and multi-modal transportation must be considered. Does the City want bike lanes, a multi-use path, sidewalk, or other facilities? Where should the bus stops be located and what accommodations are required? These questions all need to be resolved early in design.





MATCH LINE STA. 15+00 SEE NEXT SHEET



Approximate Cut	
Design Speed	Depth of Cut
30 MPH	3'
35 MPH	4.5'
40 MPH	10'

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RECOMMENDED FOR APPROVAL _____	DESIGN ENGINEER _____	DATE _____
DESIGNED: _____	DRAWN: _____	
CHECKED: _____	CHECKED: _____	

INDIANA
DEPARTMENT OF TRANSPORTATION

**ROCKPORT ROAD
BLOOMINGTON, INDIANA**

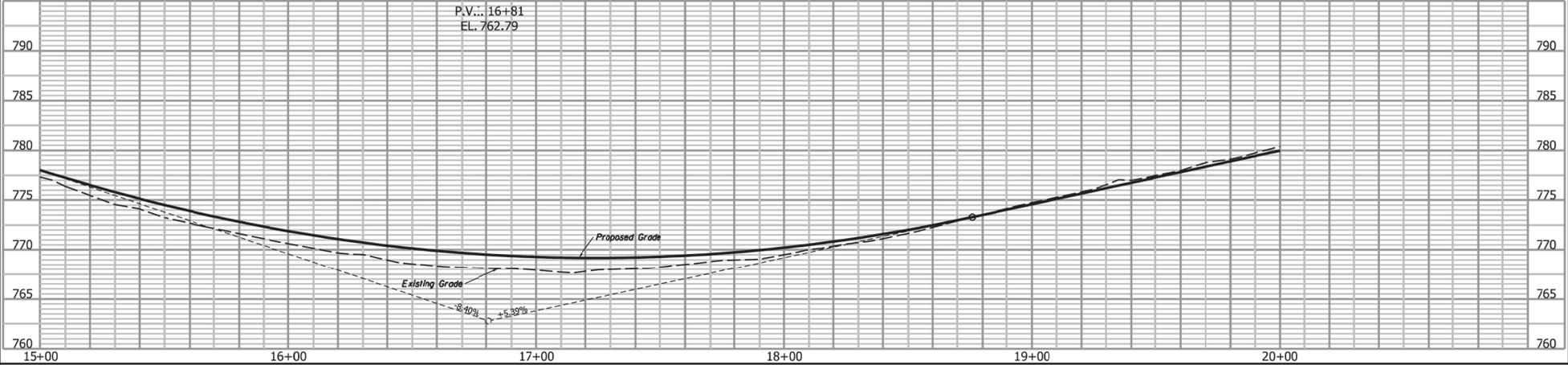
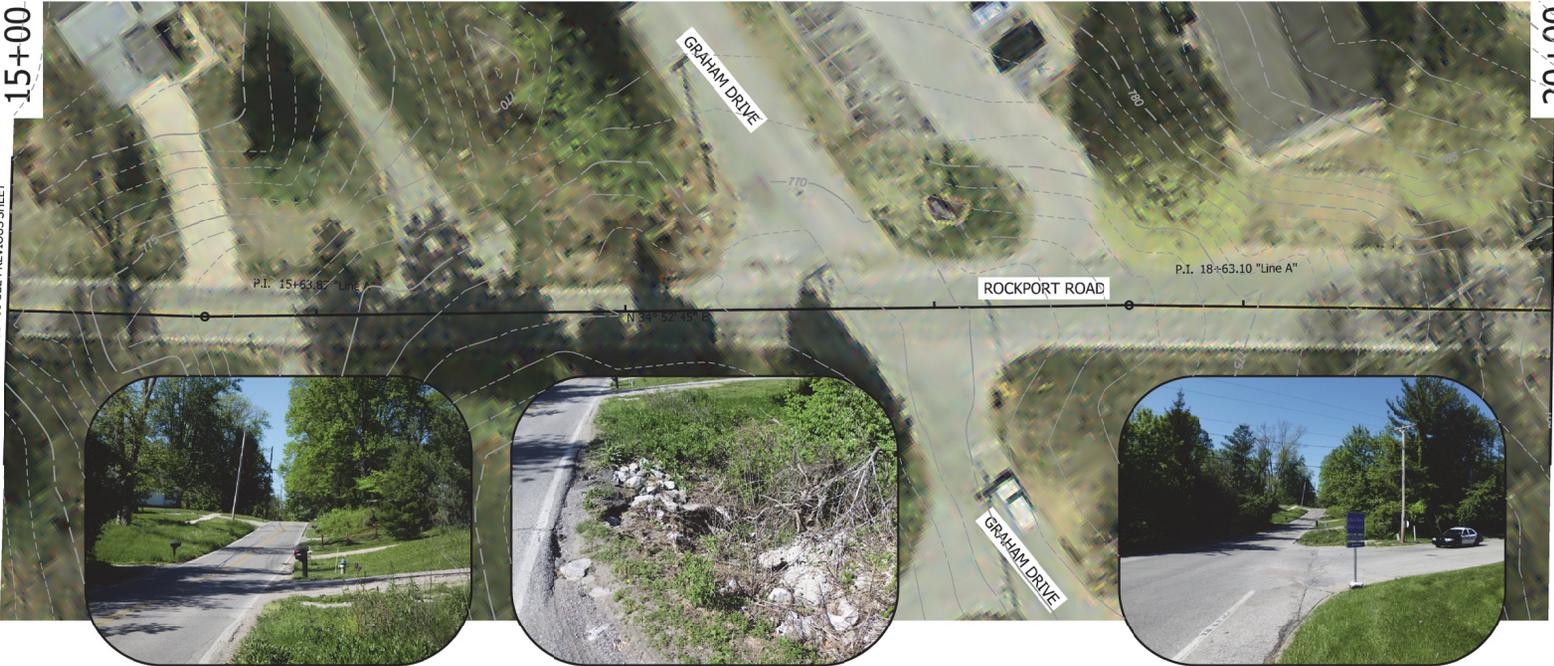
HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE 1" = 5'	DESIGNATION XXXXXXX
SURVEY BOOK	SHEETS
CONTRACT XXXXX	1 of XXX
	PROJECT XXXXXX

15+00

20+00

MATCH LINE STA. 15+00 SEE PREVIOUS SHEET

MATCH LINE STA. 20+00 SEE NEXT SHEET



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RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: XXX	DRAWN: XXX	
CHECKED: XXX	CHECKED: XXX	

INDIANA
DEPARTMENT OF TRANSPORTATION

ROCKPORT ROAD
BLOOMINGTON, INDIANA

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	
VERTICAL SCALE	DESIGNATION
1" = 5'	XXXXXXX
SURVEY BOOK	SHEETS
	2 of XXX
CONTRACT	PROJECT
XXXXX	XXXXXXX

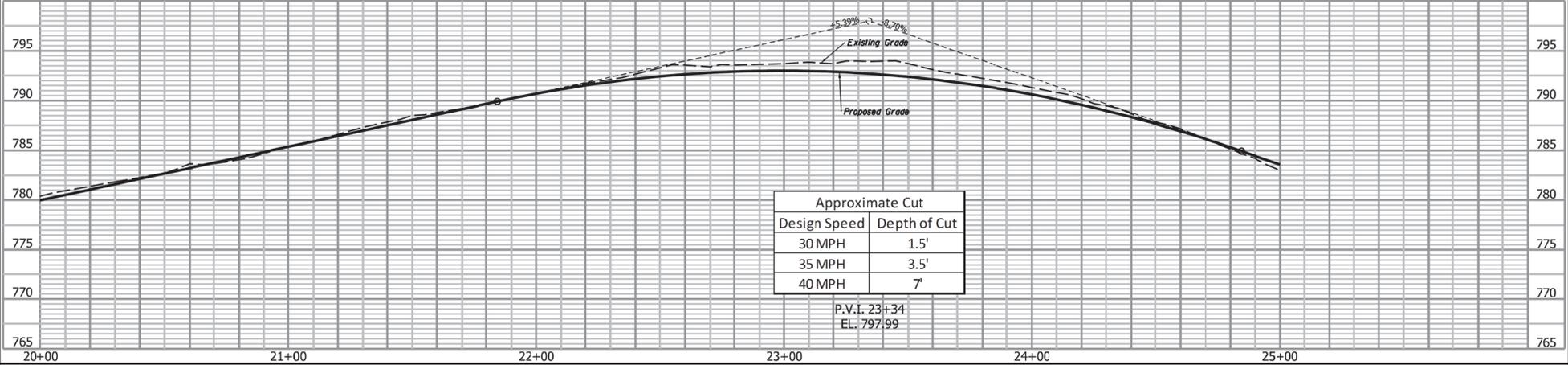


20+00

25+00

MATCH LINE STA. 20+00 SEE PREVIOUS SHEET

MATCH LINE STA. 25+00 SEE NEXT SHEET



Approximate Cut	
Design Speed	Depth of Cut
30 MPH	1.5'
35 MPH	3.5'
40 MPH	7'

P.V.I. 23+34
EL. 797.99

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DESIGNED: _____	DRAWN: _____	
CHECKED: _____	CHECKED: _____	

INDIANA
DEPARTMENT OF TRANSPORTATION

**ROCKPORT ROAD
BLOOMINGTON, INDIANA**

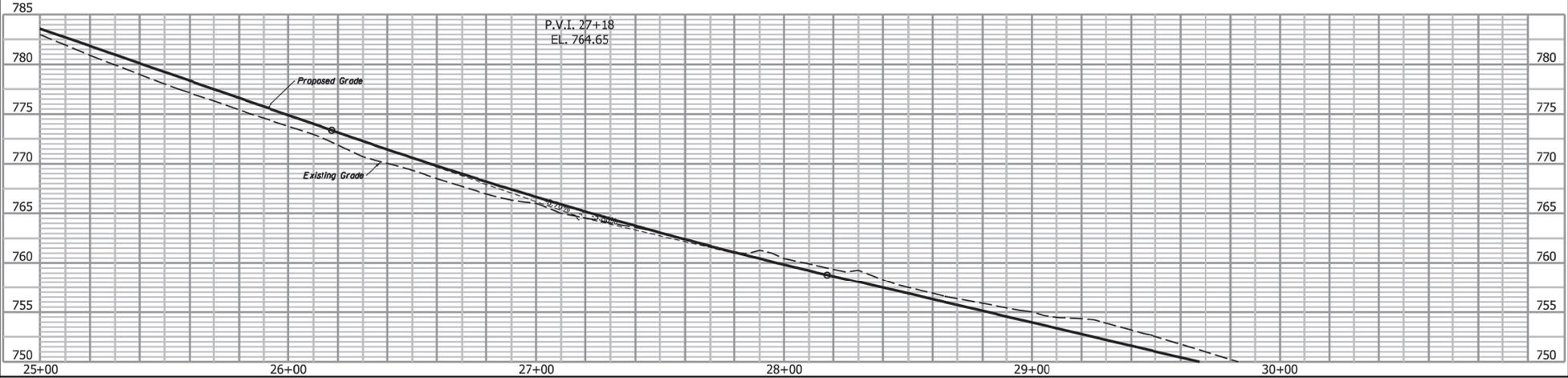
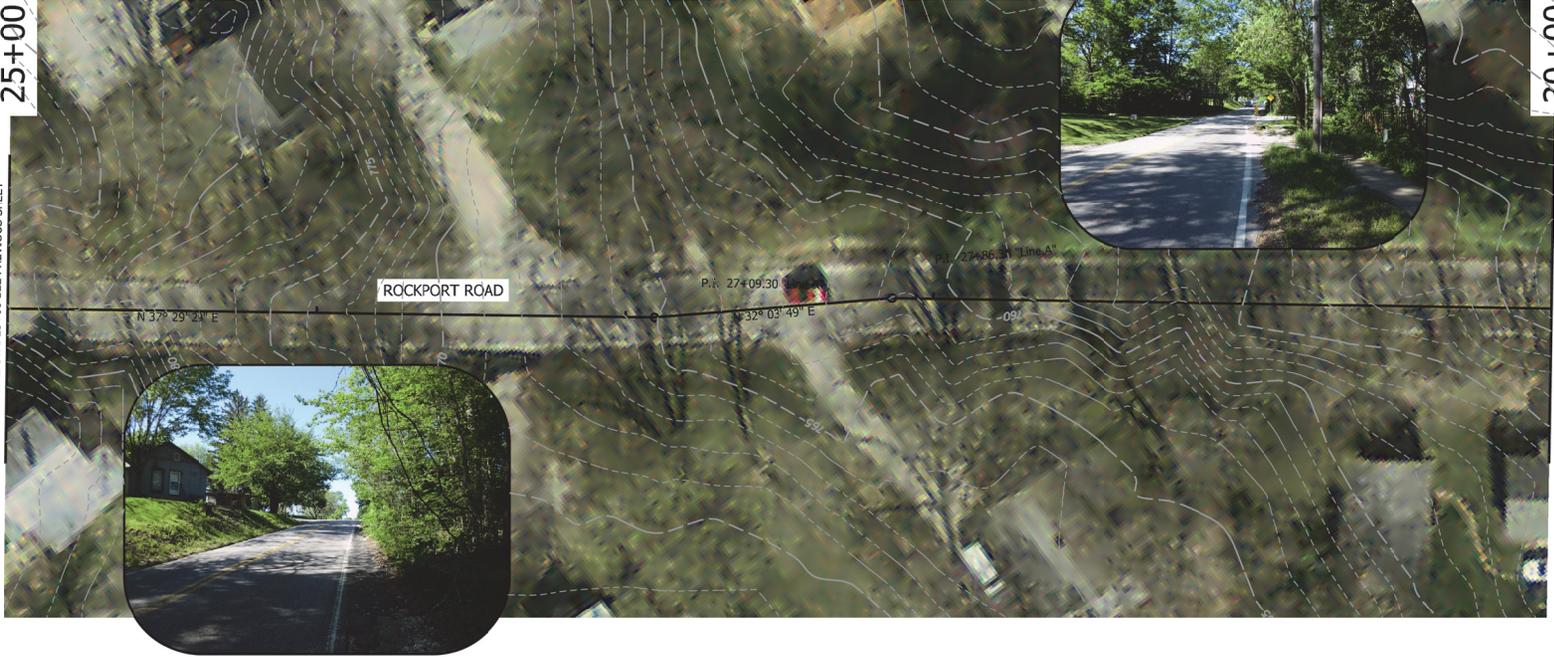
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VERTICAL SCALE 1" = 5'	DESIGNATION XXXXXXX
SURVEY BOOK	SHEETS
CONTRACT XXXXX	3 of XXX PROJECT XXXXXXX

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MATCH LINE STA. 25+00 SEE PREVIOUS SHEET

MATCH LINE STA. 30+00 SEE NEXT SHEET



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RECOMMENDED FOR APPROVAL _____	DESIGN ENGINEER _____	DATE _____
DESIGNED: _____ XXX	DRAWN: _____ XXX	
CHECKED: _____ XXX	CHECKED: _____ XXX	

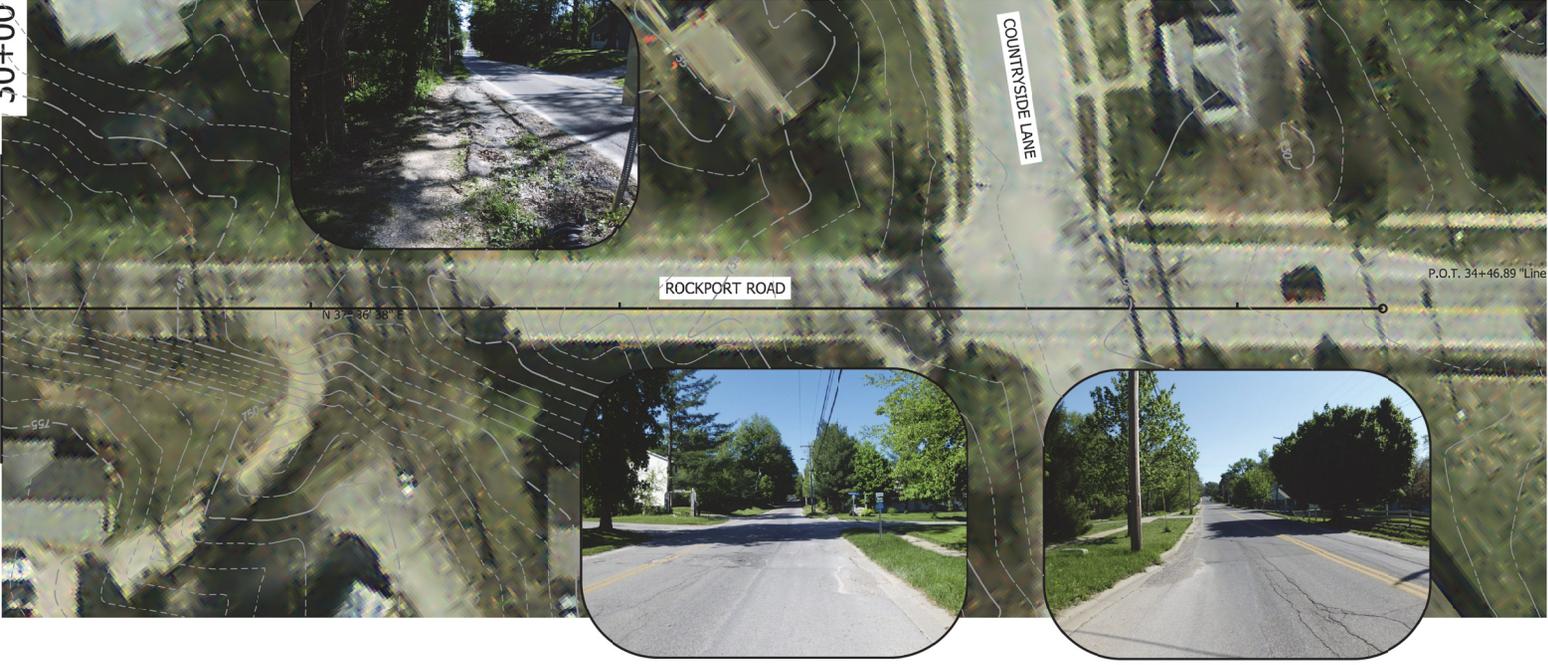
INDIANA
DEPARTMENT OF TRANSPORTATION

ROCKPORT ROAD
BLOOMINGTON, INDIANA

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE 1" = 5'	DESIGNATION XXXXXXX
SURVEY BOOK	SHEETS
CONTRACT XXXXX	4 of XXX PROJECT XXXXXXX

30+00

MATCH LINE STA. 30+00 SEE PREVIOUS SHEET



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RECOMMENDED FOR APPROVAL _____
DESIGN ENGINEER _____ DATE _____

DESIGNED: _____ XXX _____
DRAWN: _____ XXX _____

CHECKED: _____ XXX _____
CHECKED: _____ XXX _____

INDIANA
DEPARTMENT OF TRANSPORTATION

ROCKPORT ROAD
BLOOMINGTON, INDIANA

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE 1" = 5'	DESIGNATION XXXXXXXX
SURVEY BOOK	SHEETS
CONTRACT XXXXX	5 of XXX PROJECT XXXXXXXX

Summary

In this proposal we have illustrated how the team assembled by Clark Dietz can deliver the Rockport Road project on-time, on-budget, and meeting the sustainable needs of the City. Our team has the demonstrated ability, through past Bloomington and other CDBG projects, to satisfy the diverse stakeholders. We have also shown through past projects that our project manager, Doug Valmore, has the senior expertise required to deliver a high quality, constructible design.

References

Over the years that Clark Dietz staff have been delivering solutions to the difficult problems faced by communities in Indiana, we have made a lot of friends. Below is a list of five references that we would encourage the reviewers to contact (listed alphabetically):

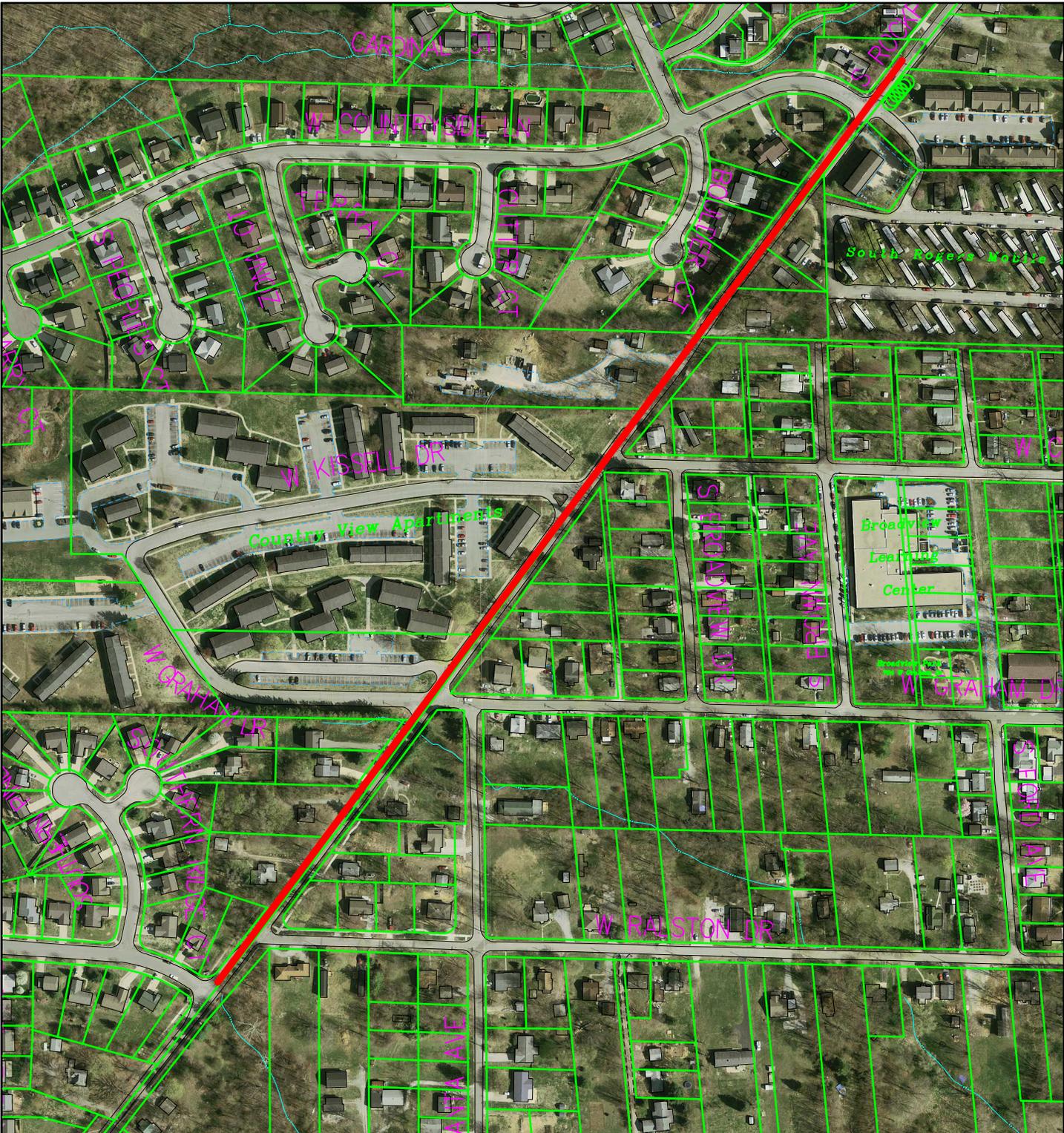
Long Nguyen, Chief Engineer
City of Indianapolis, IN
Phone: 317-327-8427

John Rosenbarger, Planning Department
Director
City of New Albany, IN
Phone: 812-948-5320

Greg Stiens, City Engineer
City of Richmond, IN
Phone: 765-983-7984

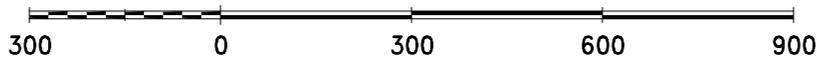
Denise Amos, Main Street Committee Chair
Town of Summitville, IN
Phone: 765-623-6079

David Walker, Assistant Director
Terre Haute Redevelopment Authority
Phone: 812-244-2394

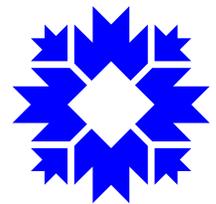


Rockport Road Project Location (Red Line)

By: wykoffj
30 Apr 13



City of Bloomington
Engineering



Scale: 1" = 300'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Permission to Seek Bids/Quotes for Greenways Implementation Plan Projects

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: June 18, 2013

The City of Bloomington Engineering Department would like to seek prices from interested contractors for improvements previously designed by Burgess and Niple Engineering who provided engineering design services on our Greenways Implementation Plan.

These projects include the Allen Street/Covenanter Drive Bicycle Boulevard, 7th Street Bicycle Boulevard, and the Highland Avenue Bicycle Boulevard. These plans have been included in your packet for review and consideration.

Staff would like to seek prices on these projects and return to the Board of Public Works at the July 16th meeting with a recommendation and results of those quotes/bids.

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

A handwritten signature in black ink that reads "Justin D. Wykoff".



CITY OF BLOOMINGTON

CITY HALL SHOWERS BUILDING
401 NORTH MORTON STREET, SUITE 130
BLOOMINGTON, INDIANA 47401

IMPROVEMENTS FOR ALLEN - COVENANTER NEIGHBORHOOD GREENWAY

APPROVED: _____ DATE: _____

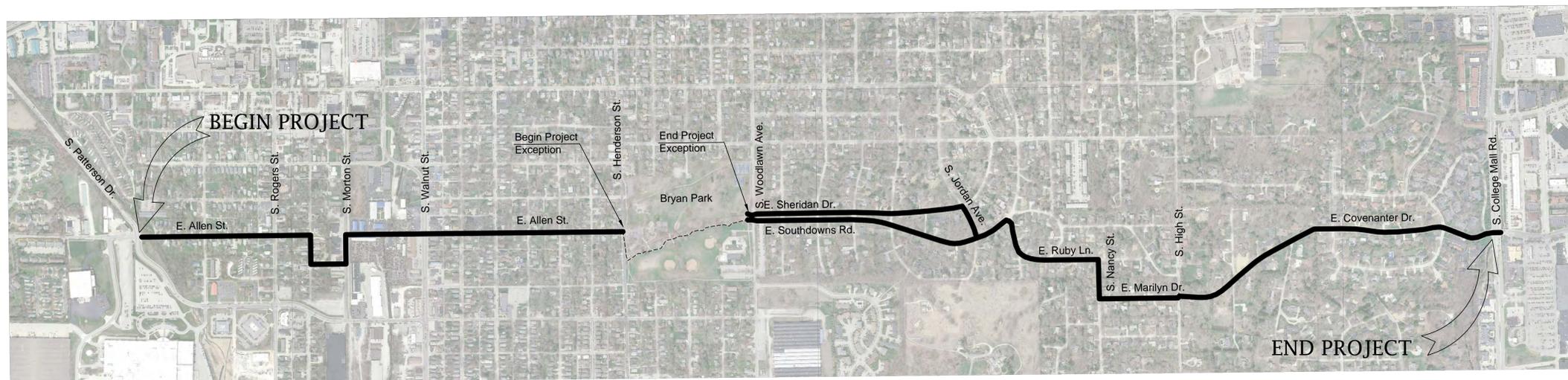
Mark Kruzan, Mayor

Susie Johnson, Director of Public Works

Adrian Reid, City Engineer

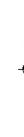
SHEET INDEX	
1	TITLE SHEET
2-3	DETAILS & GENERAL NOTES
4	PROJECT LOCATION (KEY MAP) PLAN
5	DEMOLITION PLANS
6	CONSTRUCTION DETAIL
7-8	PAVEMENT MARKING AND SIGNING INTERSECTION DETAILS
9-14	SIGN AND PAVEMENT MARKING LAYOUT SHEETS
15	MAINTENANCE OF TRAFFIC

GROSS LENGTH = 2.73 MI



PROJECT LOCATION MAP

Scale: 1" = 600'



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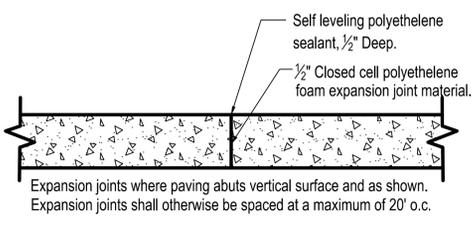
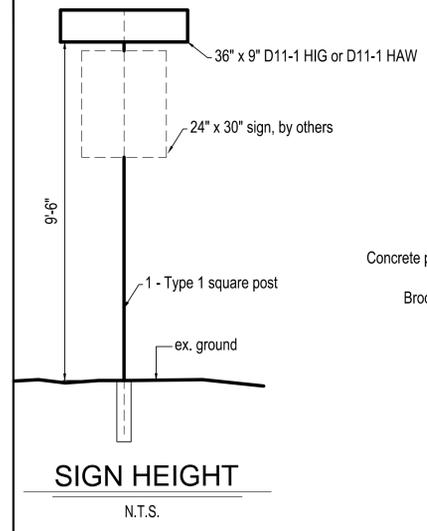
Prepared By:
BURGESS & NIPLE
 Engineers ■ Architects ■ Planners
 251 N. Illinois St. Ste 920
 Indianapolis, IN 46204



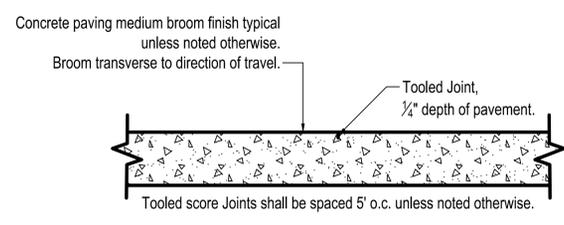
Plans Prepared By: **BURGESS & NIPLE** (317) 237-2760

Kimberly S. Piisher
 DATE: 5/8/13

pitcher - May 14, 2013 - 4:20pm P:\PR50635\cadd\01-Allen-Covenanter\02-Allen Misc Details.dwg

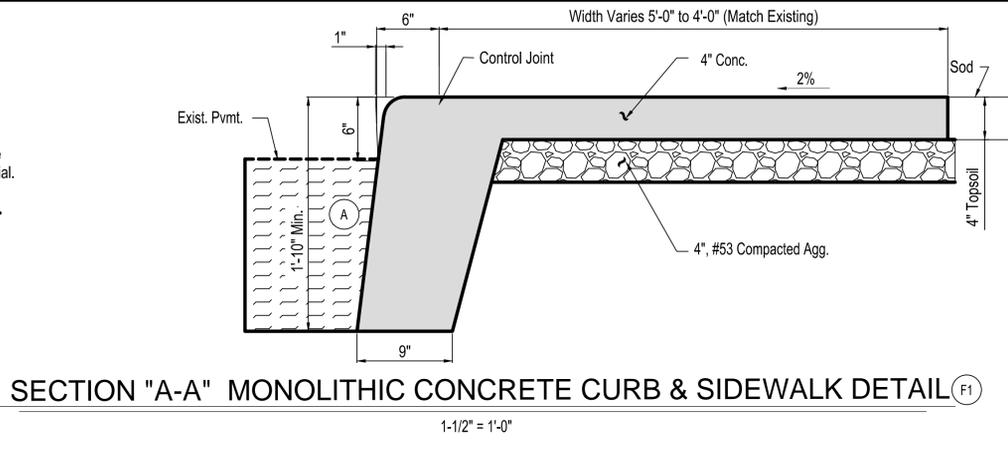


TYPICAL EXPANSION JOINT
1-1/2" = 1'-0"

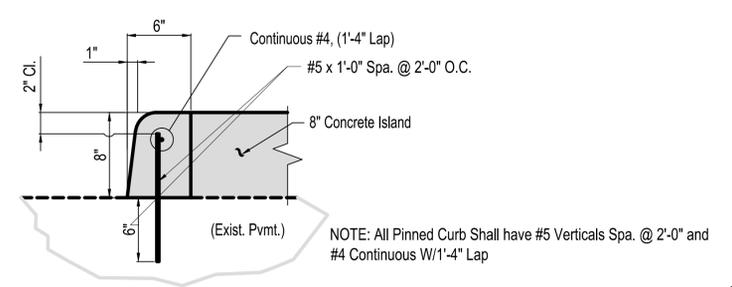


SIDEWALK LONGITUDINAL SECTION & JOINT DETAIL
1-1/2" = 1'-0"

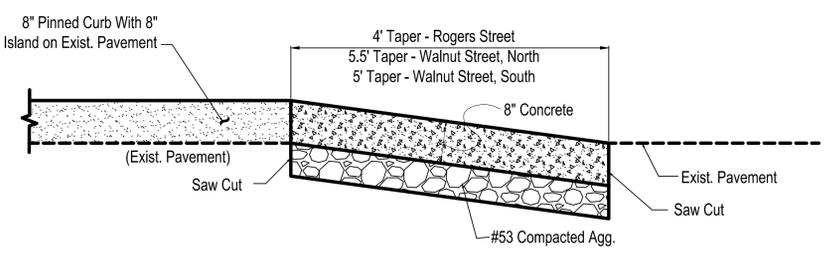
SIGN LEGEND



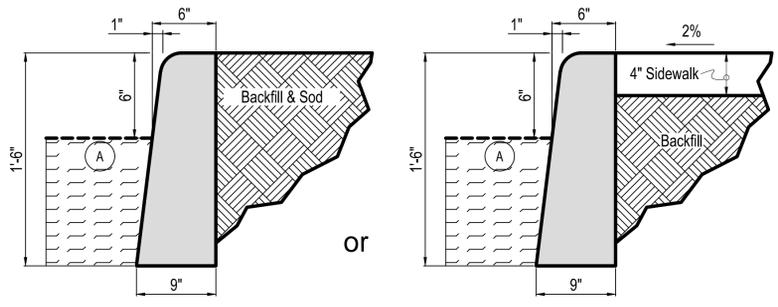
SECTION "A-A" MONOLITHIC CONCRETE CURB & SIDEWALK DETAIL (F1)
1-1/2" = 1'-0"



SECTION "B-B" PINNED CONCRETE CURB DETAIL (8)
1-1/2" = 1'-0"



SECTION "C-C" CONCRETE NOSE TAPER DETAIL (N)
N.T.S.



SECTION "D-D" CONCRETE CURB DETAIL (C)
1-1/2" = 1'-0"

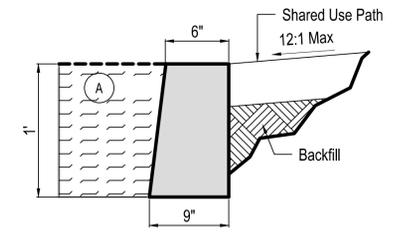
UTILITIES		
Sewer and Water City of Bloomington Utilities 501 N. Morton Street Bloomington, IN Contact Mike Bengtson (812) 349-3653	Electric Duke Energy 1100 W. Second Street Bloomington, IN 47401 Contact Kerry Ducker (812) 337-3035	Telephone AT & T PO Box 56 Bloomington, IN 47402 Contact Brent McCabe (812) 334-4521
Cable Television Comcast Cable Communications 2450 S. Henderson Street Bloomington, IN 47404 Contact Scott Templeton (812) 355-7822	Gas Vectren 205 S. Madison Street Bloomington, IN 47401 Contact Doug Anderson (812) 330-4009	

UTILITY NOTES

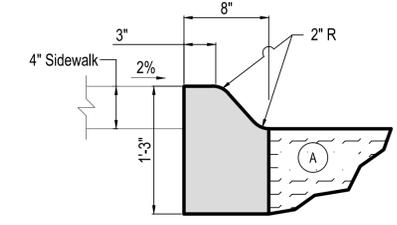
- Sanitary sewer, water and storm sewer graphic data provided by City of Bloomington Utilities Geographic Information System (GIS). No other utility data is provided.
- Contractor is responsible for determining utility locations and depths in areas of excavation, rebar placement in pavement, sign post installation and all other work occurring below the existing ground surface. Contact the Indiana Underground Location Services at 1-800-382-5544

GENERAL NOTES

- Edge of pavement, building and property line graphic data provided by the City of Bloomington Geographic Information System (GIS).
- Contractor to verify field conditions and notify Engineer of any discrepancies prior to starting work.
- Safe, clearly marked pedestrian and vehicular access to all adjacent properties must be maintained throughout the construction process.
- All permits are to be obtained by the Contractor prior to the start of construction.
- The City of Bloomington will obtain right of entries for all properties affected by the construction.



DEPRESSED CONCRETE CURB DETAIL (D)
1-1/2" = 1'-0"



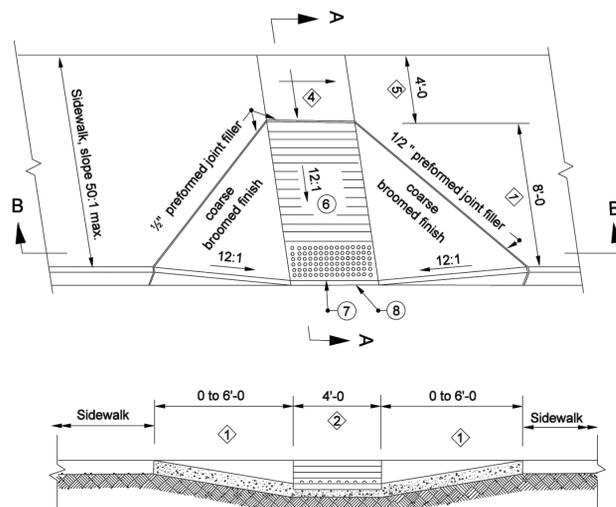
SECTION "E-E" MOUNTABLE CONCRETE CURB (M)
1-1/2" = 1'-0"

LEGEND
(A) Asphalt Pavement 1 1/2" (165#/SYS) HMA Surface Type A, 9.5 mm on 2 1/2" (275#/SYS) HMA Base, Type A, 19.0 mm on 8" Compacted Agg. Base, #53

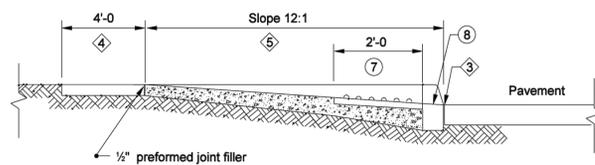
	RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pischer</i> DATE: 5/8/13
	DESIGNED: KSP DRAWN: JRF
CHECKED: JRB	CHECKED: KSP

NEIGHBORHOOD GREENWAY	
DETAILS & GENERAL NOTES	
ALLEN ST/COVENANTER	

HORIZONTAL SCALE	BRIDGE FILE
As Noted	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	2 of 15
CONTRACT	PROJECT



SECTION B-B



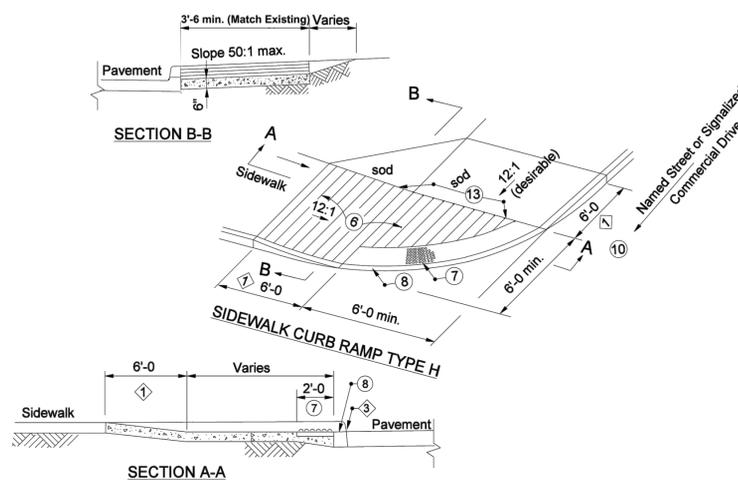
SECTION A-A

NOTES :

- 6 See Standard Drawing E 604-SWCR-02 for groove details.
- 7 See Standard Drawing E 604-SWCR-02 for details of the detectable warning.
- 8 See Standard Drawing E 604-SWCR-02 for alternate curb construction.
- 10. See Standard Drawing E 604-SWCR-01 and -02 for Location Plan and General Notes respectively.
- 11. See Standard Drawing E 604-SWCR-02 for typical ramp construction detail.

CURB RAMP TYPE "A"

N.T.S

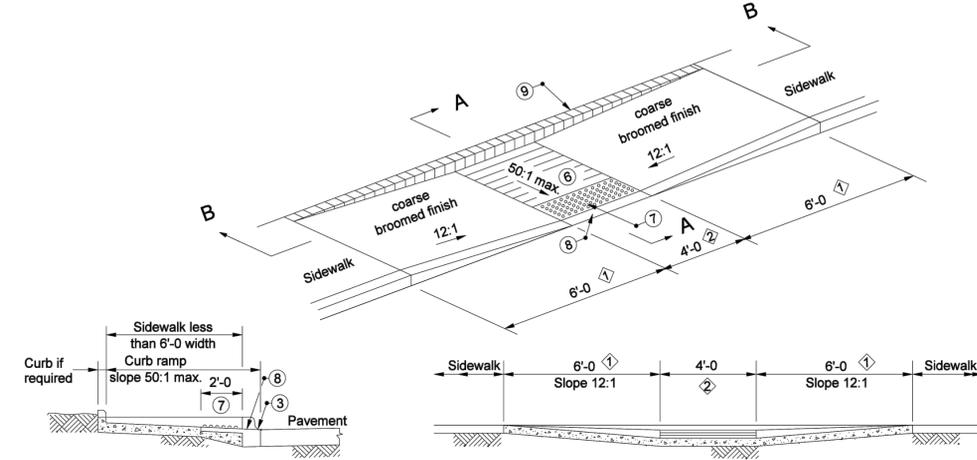


NOTES :

- 6 See Standard Drawing E 604-SWCR-02 for groove details.
- 7 See Standard Drawings E 604-SWCR-02 for details of the detectable warning surface.
- 8 See Standard Drawing E 604-SWCR-02 for alternate curb construction.
- 10 Sidewalk across approach shall be sloped at 50:1 maximum transversely.
- 11. See Standard Drawing E 604-SWCR-02 for typical ramp construction detail.
- 12. See Standard Drawing E 604-SWCR-01 and -02 for Location Plan and General Notes respectively.
- 13 Vertical face curb optional.

CURB RAMP TYPE "H", MODIFIED

N.T.S



SECTION A-A

SECTION B-B

NOTES :

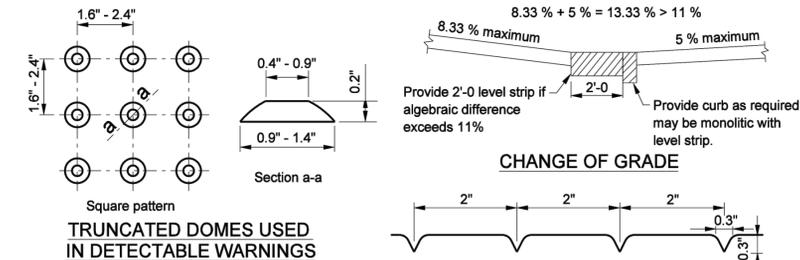
- 6 See Standard Drawing E 604-SWCR-02 for groove details.
- 7 See Standard Drawing E 604-SWCR-02 for details of detectable warnings surface.
- 8 See Standard Drawing E 604-SWCR-02 for alternate curb construction.
- 9 Curb optional. Shall be used when necessary based on field conditions.
- 10. See Standard Drawing E 604-SWCR-02 for typical ramp construction detail.
- 11. See Standard Drawing E 604-SWCR-01 and -02 for Location Plan and General Notes respectively.

CURB RAMP TYPE "K"

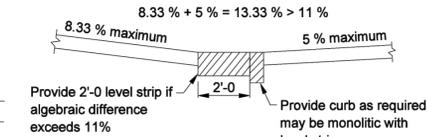
N.T.S

GENERAL NOTES :

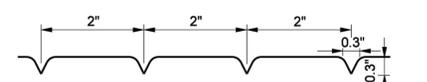
- 1 These dimensions are based on a 6 in. curb height. They shall be proportionally adjusted for other curb heights.
- 2 Where site infeasibility precludes construction to the width shown, such width may be decreased to a minimum of 3'-0.
- 3 The bottom edge of the curb ramp shall be flush with the edge of adjacent pavement and gutter line.
- 4 Landing areas at the top of curb ramps shall have maximum cross slope of 50 : 1 in any direction. When site infeasibility precludes a landing slope of 50 : 1 in any direction, the slope perpendicular to the curb face shall not exceed 50 : 1.
- 5 If site infeasibility precludes construction to the width shown, the landing width may be decreased to 3'-0 minimum. The running slope of the curb ramp may be steepened to a maximum of 10 : 1 for a maximum 6 in. rise.



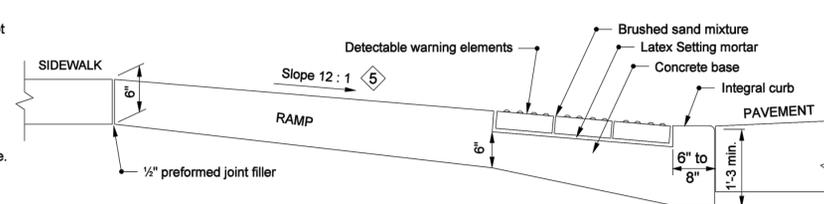
TRUNCATED DOMES USED IN DETECTABLE WARNINGS



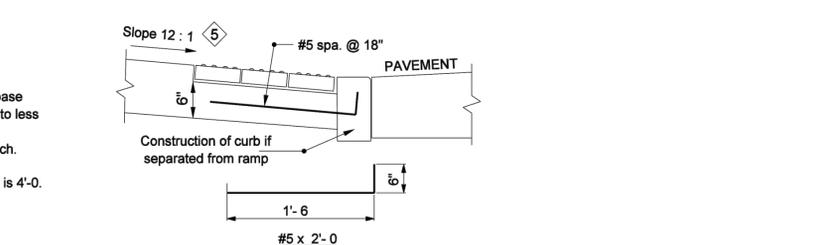
CHANGE OF GRADE



DETAIL OF RAMP GROOVES

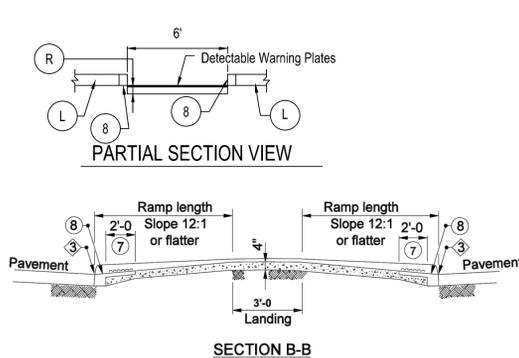


RAMP AND BRICK SURFACE CONSTRUCTION DETAIL



ALTERNATE CURB CONSTRUCTION

- 6. Drainage inlets should be located uphill from curb ramps to prevent puddles at the path of travel.
- 7. See Standard Drawing E 604-SWCR-12 for improved access on narrow sidewalks.
- 8. Algebraic difference in grade between the base of curb ramp and the gutter shall be limited to less than 11%. If it is not practical, a 2'-0 wide level strip shall be provided. See detail sketch.
- 9. Minimum recommended width of curb ramp is 4'-0.



CURB RAMP TYPE "L", MODIFIED

N.T.S

NOTES :

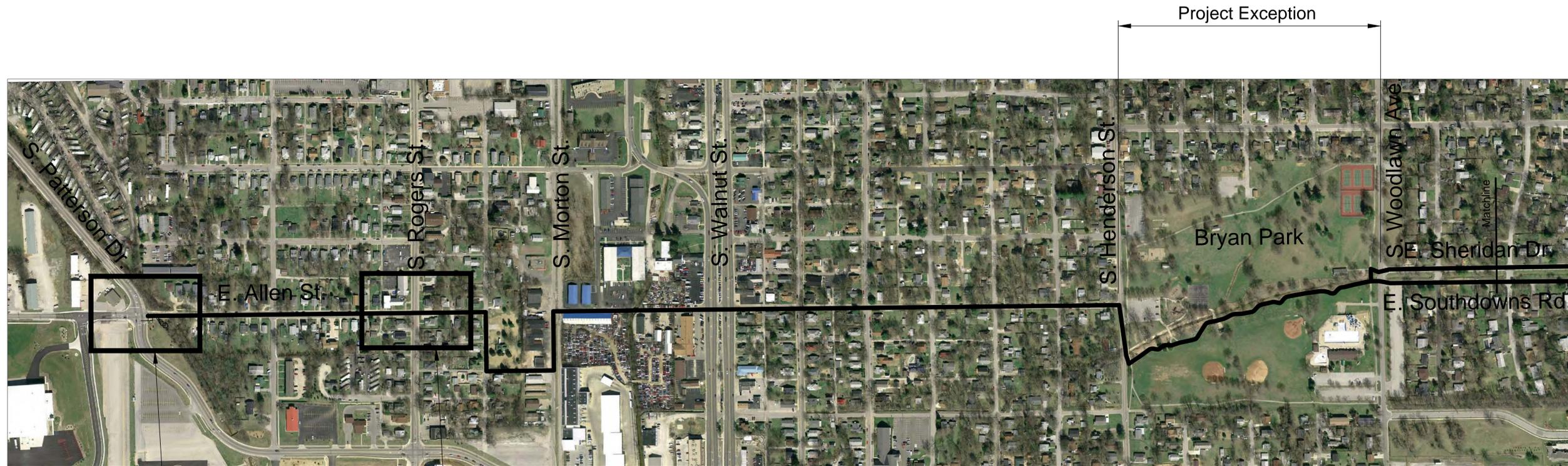
- 6 See Standard Drawing E 604-SWCR-02 for groove details.
- 7 See Standard Drawing E 604-SWCR-02 for details of the detectable warnings.
- 8 See Standard Drawing E 604-SWCR-02 for alternate curb construction.
- 9 Match material in place or in plans for median.
- 10. See Standard Drawing E 604-SWCR-02 for typical ramp construction details.
- 11. See Standard Drawing E 604-SWCR-01 and -02 for Location Plan and General Notes respectively.
- 12. Ramp cross slope 50:1 desirable or match grade of roadway.
- 13. Detectable warnings are not required where the roadway crossing is controlled by traffic signals timed to provide full width street crossing by pedestrians.



RECOMMENDED FOR APPROVAL: *Liberty S. Fitcher* DATE: 5/8/13
 DESIGNED: JRF DRAWN: JRF
 CHECKED: KSP CHECKED: KSP

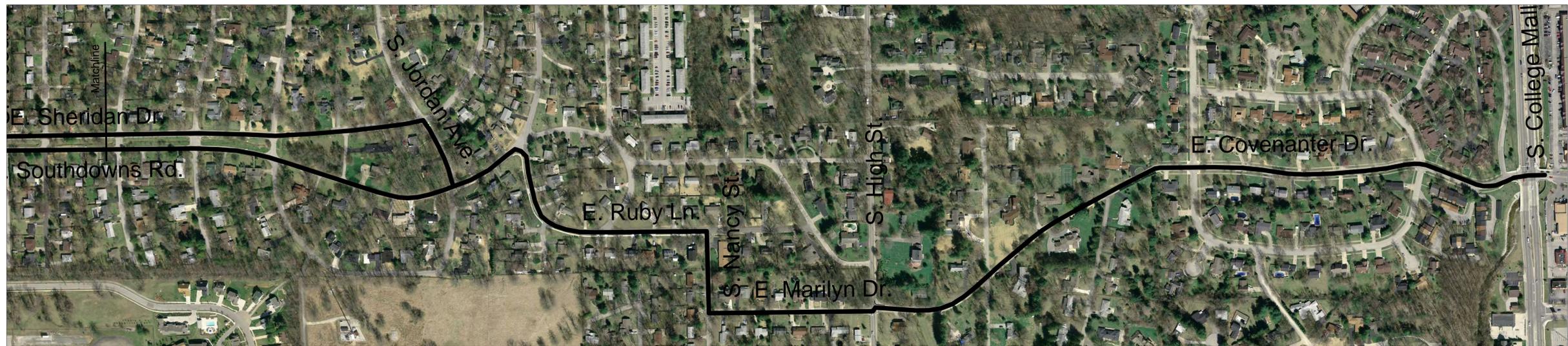
NEIGHBORHOOD GREENWAY
 DETAILS & GENERAL NOTES
 ALLEN ST/COVENANTER

HORIZONTAL SCALE 1"=20'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	3 of 15
	PROJECT



SEE CONSTRUCTION DETAILS, ALLEN-PATTERSON

SEE CONSTRUCTION DETAILS, ALLEN-ROGERS



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

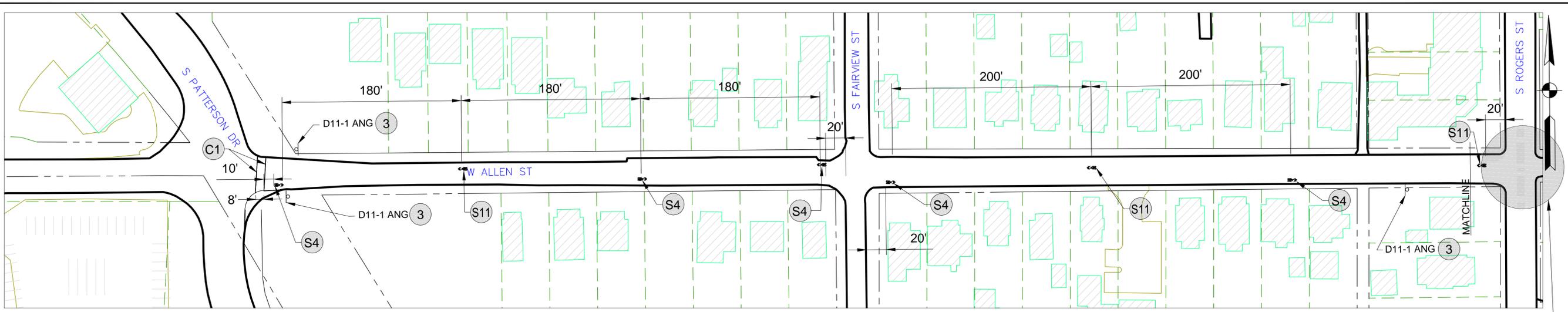
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NEIGHBORHOOD GREENWAY

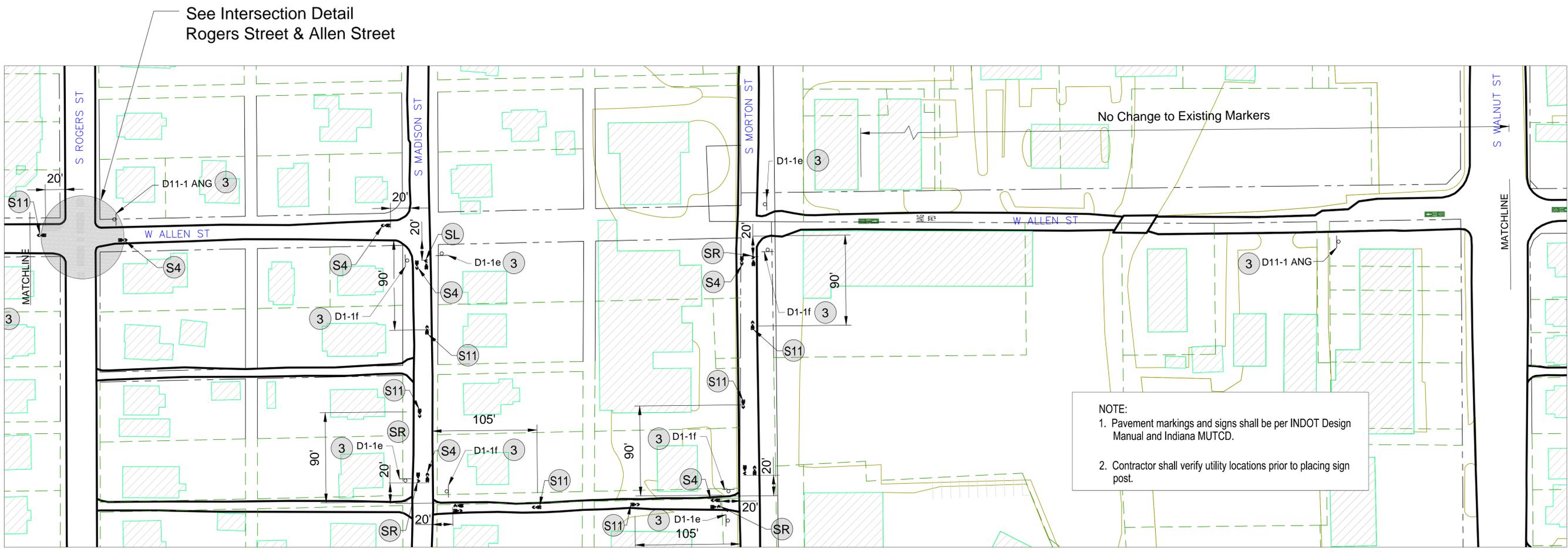
ALLEN ST/COVENANTER
PROJECT LOCATION (KEY MAP) PLAN

HORIZONTAL SCALE 1"=250'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	4 of 15
	PROJECT

foster - May 09, 2013 - 4:23pm P:\PR0635\cadd\01-Allen-Covenanter\01-Allen-Covenanter\Print_Mrking_Shts.dwg



See Intersection Detail
Rogers Street & Allen Street



NOTE:
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.

LEGEND

- 4' Offset *
- 11' Offset *
- 4' Offset *
- 4' Offset *
- Transverse Marking, Thermoplastic, White, 6"
- New sheet sign

* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.



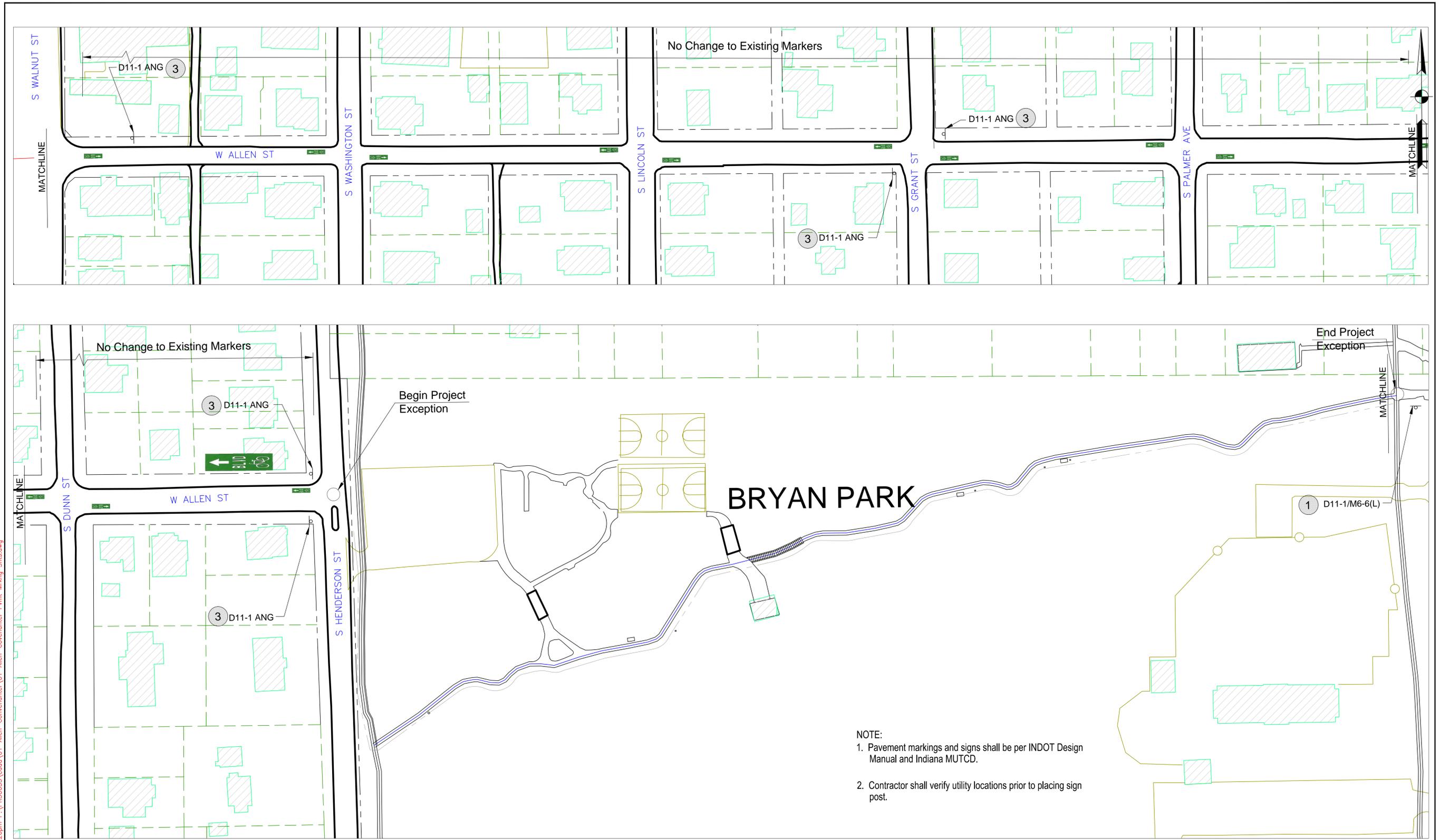
RECOMMENDED FOR APPROVAL: *Kimberly S. Pitscher* DATE: 5/8/13
 DESIGNED: JRF DRAWN: JRF
 CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY

ALLEN ST/COVENANTER
 SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	9 of 15 PROJECT

foster - May 09, 2013 - 4:26pm P:\PR0635\cadd\01-Allen-Covenanter\01-Allen-Covenanter\Print_Mkrg_Shts.dwg



No Change to Existing Markers

End Project Exception

BRYAN PARK

NOTE:
 1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

LEGEND					
(S4)		4' Offset *	(SR)		4' Offset *
(S11)		11' Offset *	(SL)		4' Offset *

- 1 No change required to existing sign and supports. * Offset is distance from center of pavement marking to right edge of travel lane in travel direction.
- 3 New sheet sign



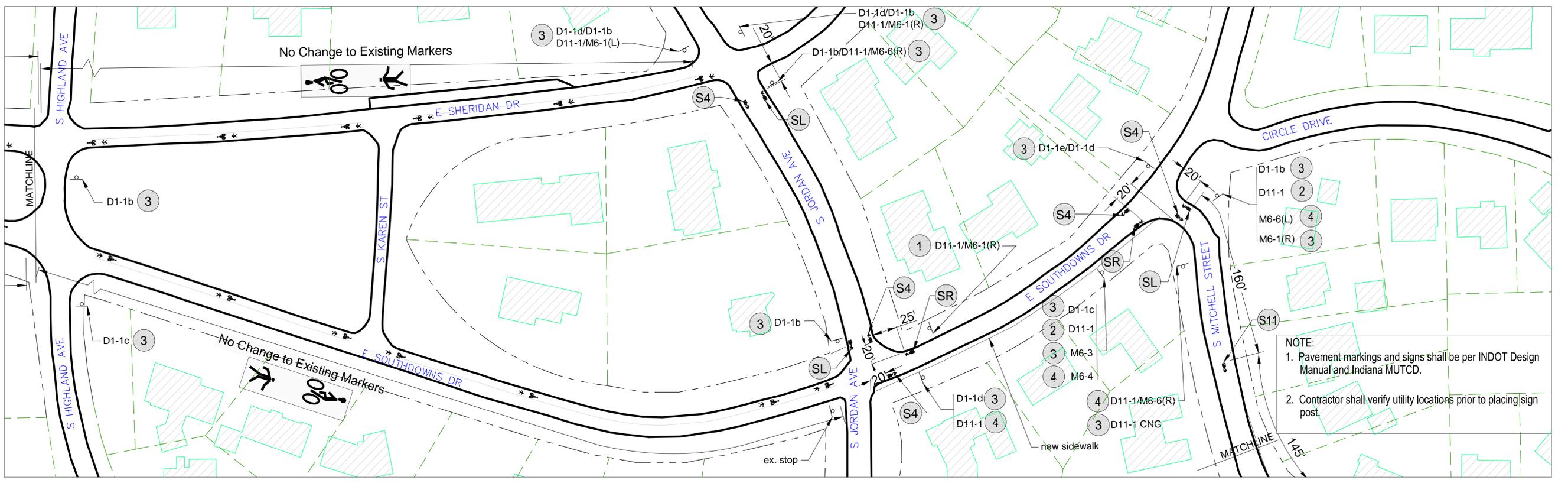
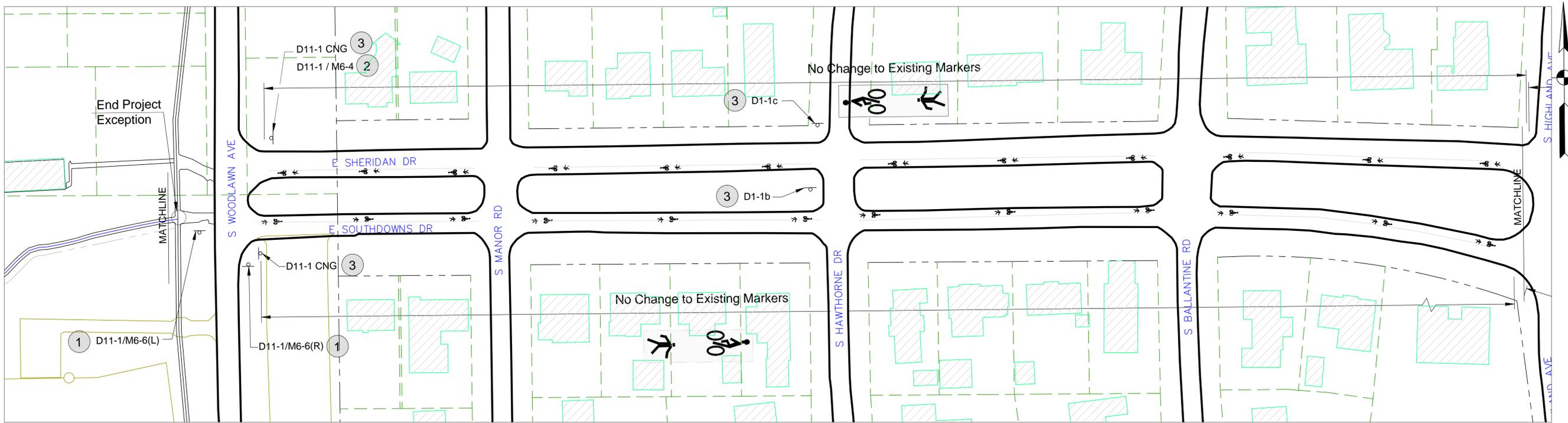
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pletcher</i> DATE: 5/8/13	
DESIGNED: JRF	DRAWN: JRF
CHECKED: KSP	CHECKED: KSP

NEIGHBORHOOD GREENWAY

ALLEN ST/COVENANTER
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 10 of 15
CONTRACT	PROJECT

foster - May 09, 2013 - 4:37pm P:\PR0635\cadd\01-Allen-Covenanter\01-Allen-Covenanter_Pmnt_Mrking_Shts.dwg



NOTE:
 1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

LEGEND			
(S4)		4' Offset *	
(S11)		11' Offset *	
(SR)		4' Offset *	
(SL)		4' Offset *	
(1)	No change required to existing sign and supports.		* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.
(2)	Relocate sign.		
(3)	New sheet sign		
(4)	Remove existing sign.		

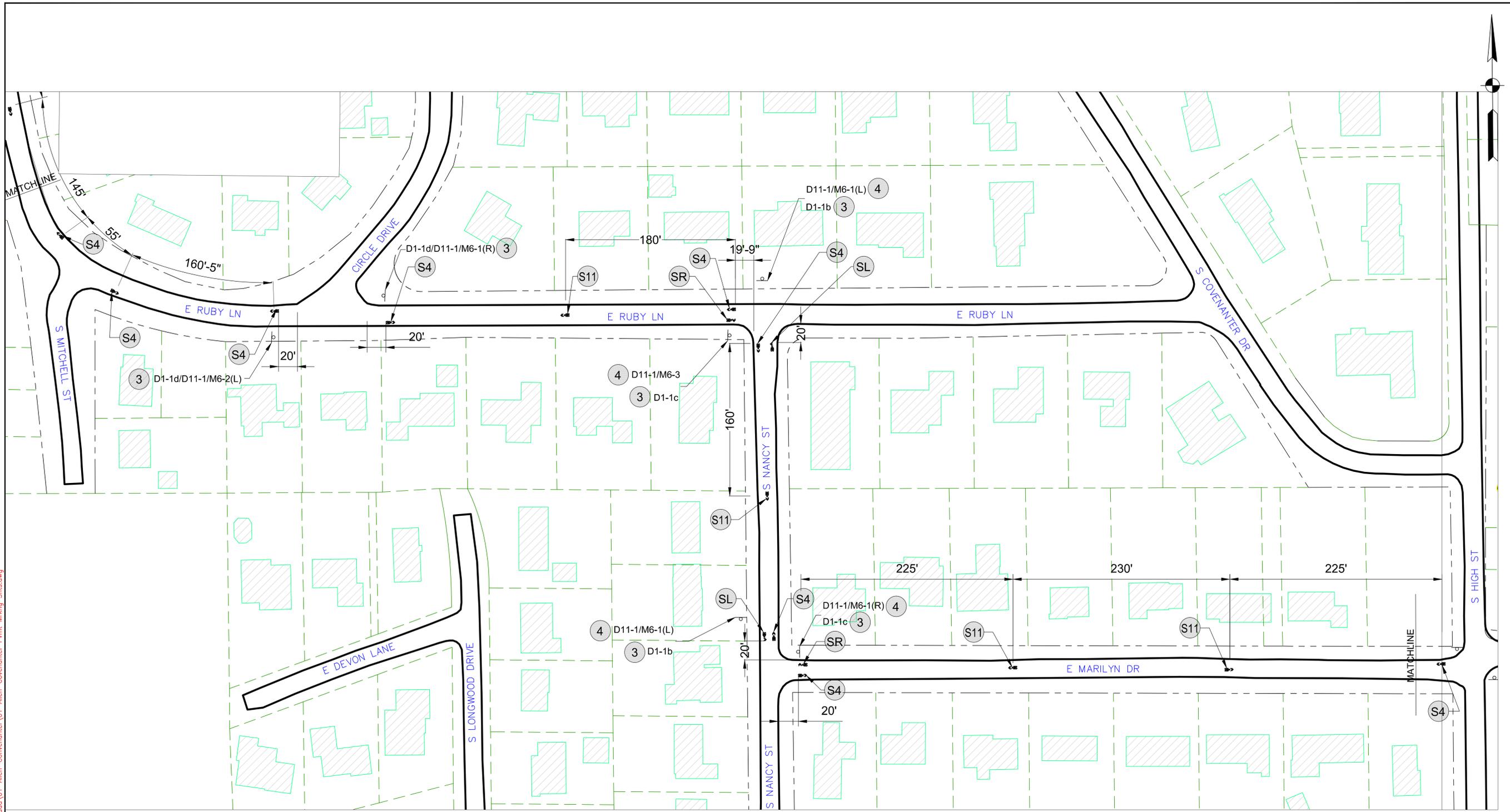


RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitcher</i> DATE: 5/8/13	
DESIGNED: JRF	DRAWN: JRF
CHECKED: KSP	CHECKED: KSP

NEIGHBORHOOD GREENWAY
 ALLEN ST/COVENANTER
 SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	11 of 15 PROJECT

foster - May 09, 2013 - 9:25am - P:\PR50635\cadd\01-Allen-Covenanter\01-Allen-Covenanter\Print_Mrking_Shts.dwg



NOTE:
 1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

LEGEND			
	4' Offset *		4' Offset *
	11' Offset *		4' Offset *
	No change required to existing sign and supports.		New sheet sign
	* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.		Remove existing sign.



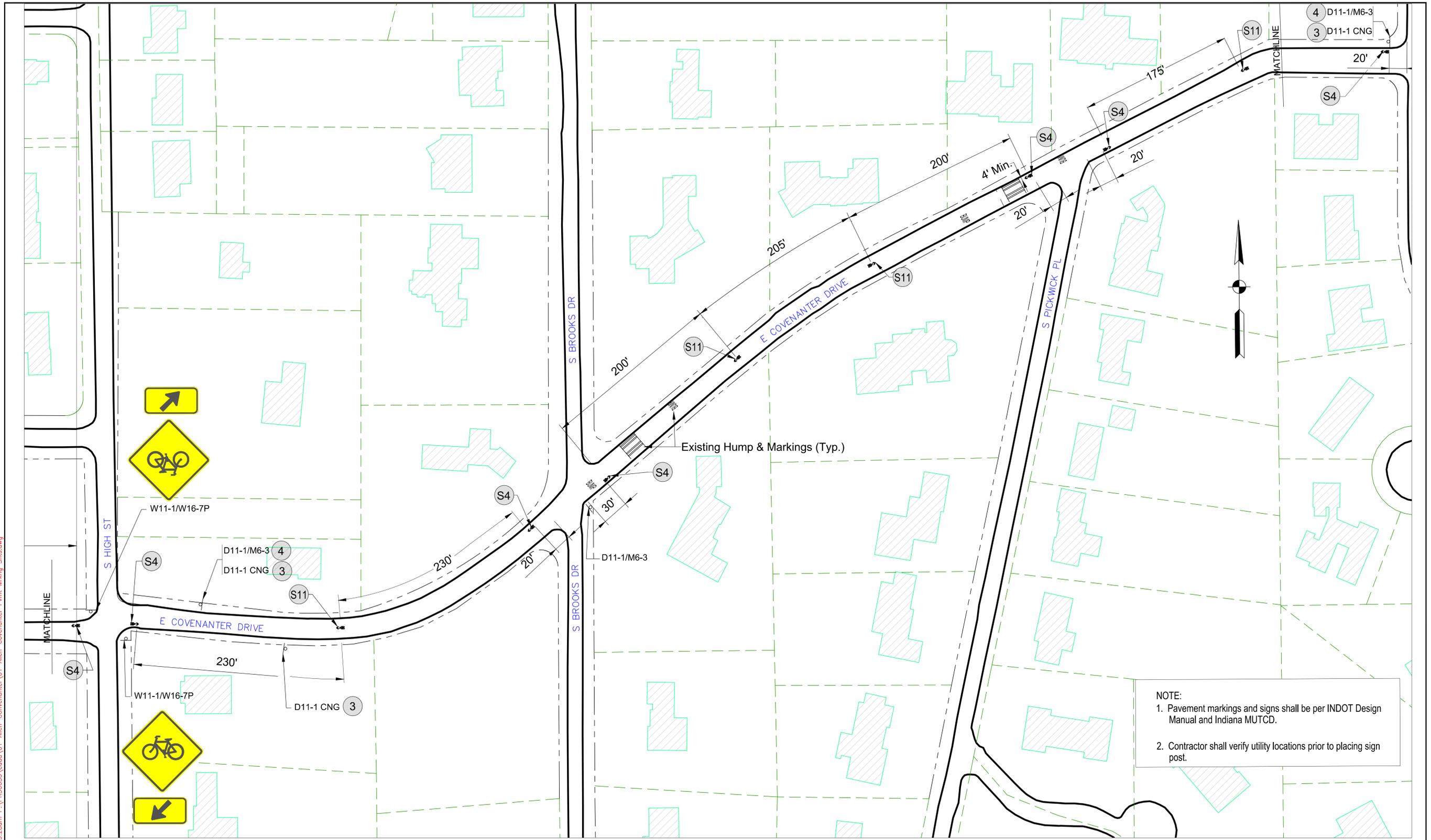
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitscher</i> DATE: 5/8/13	
DESIGNED: JRF	DRAWN: JRF
CHECKED: KSP	CHECKED: KSP

NEIGHBORHOOD GREENWAY

ALLEN ST/COVENANTER
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	12 of 15 PROJECT

foster - May 09, 2013 - 9:28am - P:\PR50635\cadd\01-Allen-Covenanter\01-Allen-Covenanter\01-Allen-Covenanter Print Mking Shts.dwg



LEGEND

- | | | |
|----------------------|--------------------|--|
| (S4) ← 4' Offset * | (SR) ↗ 4' Offset * | ① No change required to existing sign and supports. * Offset is distance from center of pavement marking to right edge of travel lane in travel direction. |
| (S11) ← 11' Offset * | (SL) ↘ 4' Offset * | ③ New sheet sign |
| | | ④ Remove existing sign. |



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

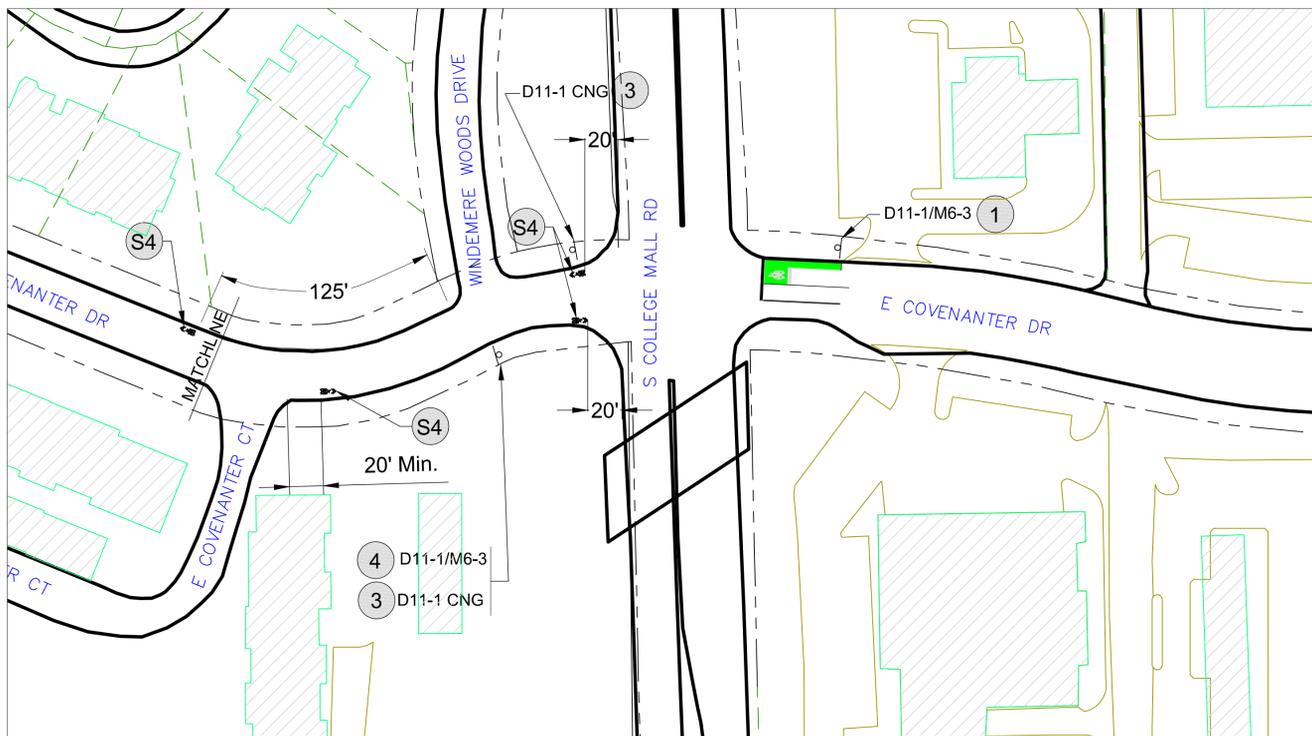
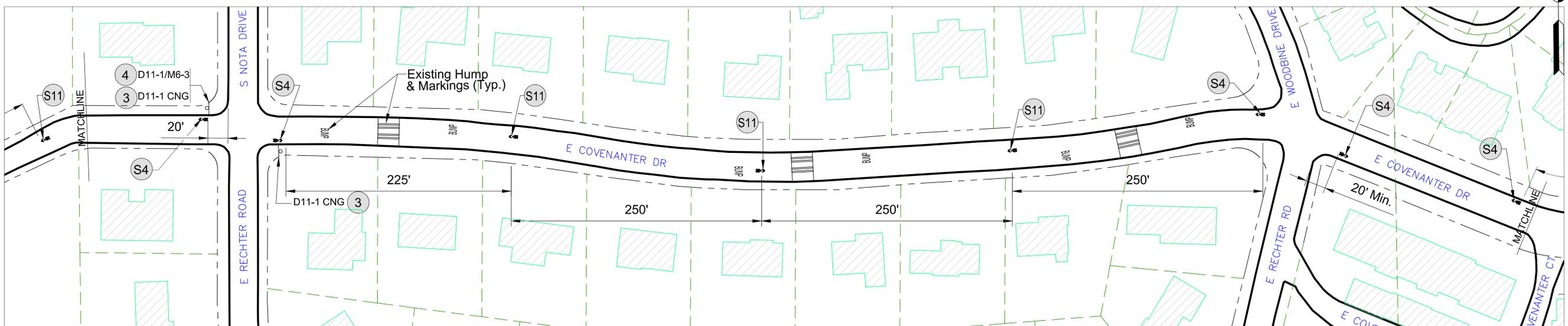
CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY

ALLEN ST/COVENANTER
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 13 of 15
CONTRACT	PROJECT

foster - May 09, 2013 - 4:59pm P:\PR50635\cadd\01-Allen-Covenanter\01-Allen-Covenanter\Print_Mkrg_Shts.dwg



NOTE:
 1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

LEGEND			
(S4)	← 4' Offset *	(SR)	← 4' Offset *
(S11)	← 11' Offset *	(SL)	← 4' Offset *
(1)	No change required to existing sign and supports.	(3)	New sheet sign
(4)	Remove existing sign.		

* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.



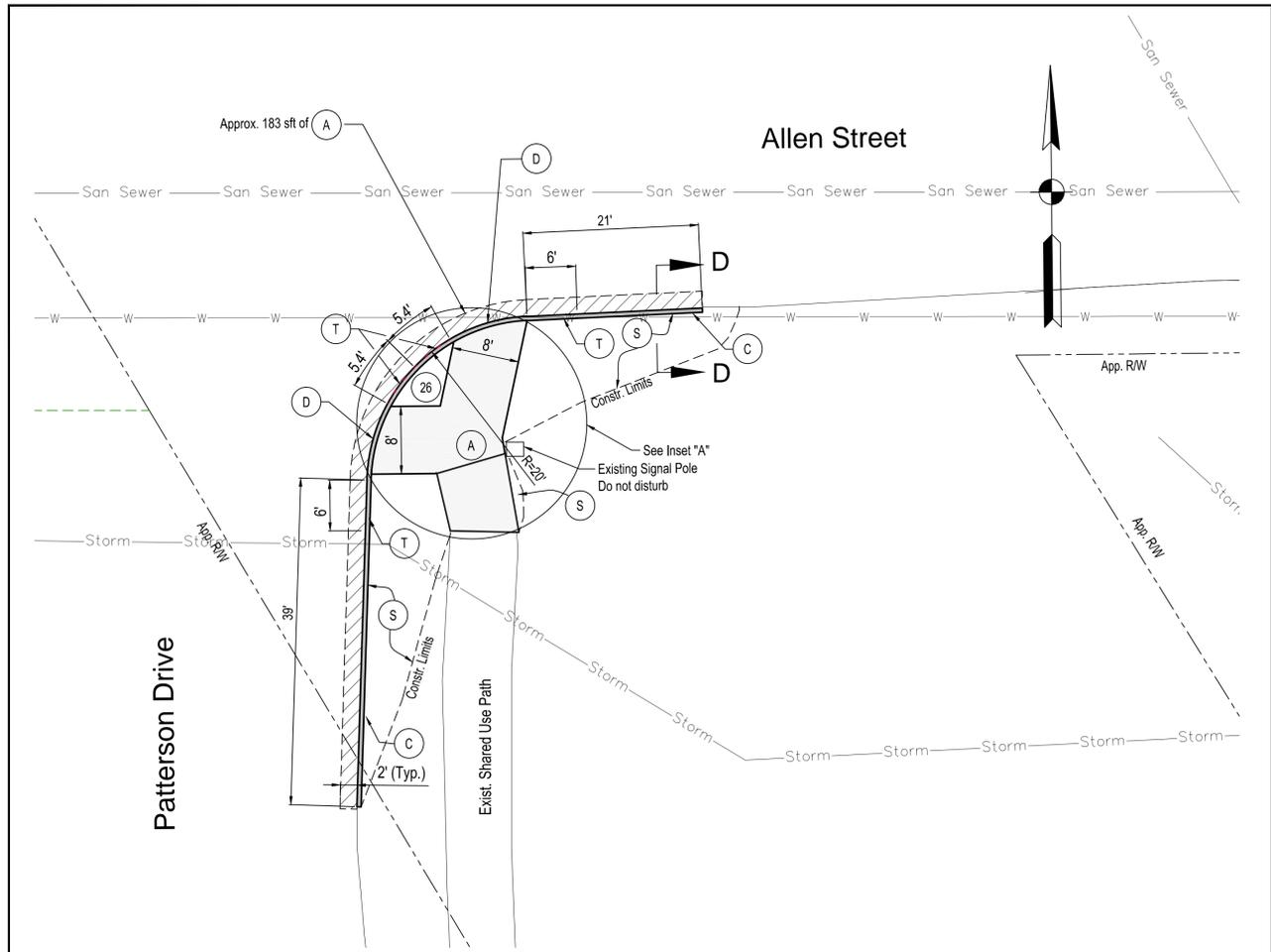
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitscher</i> DATE: 5/8/13	
DESIGNED: JRF	DRAWN: JRF
CHECKED: KSP	CHECKED: KSP

NEIGHBORHOOD GREENWAY

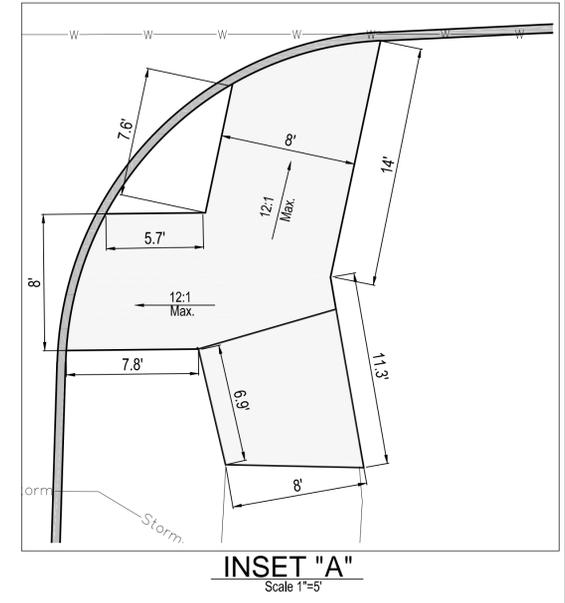
ALLEN ST/COVENANTER
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	14 of 15 PROJECT

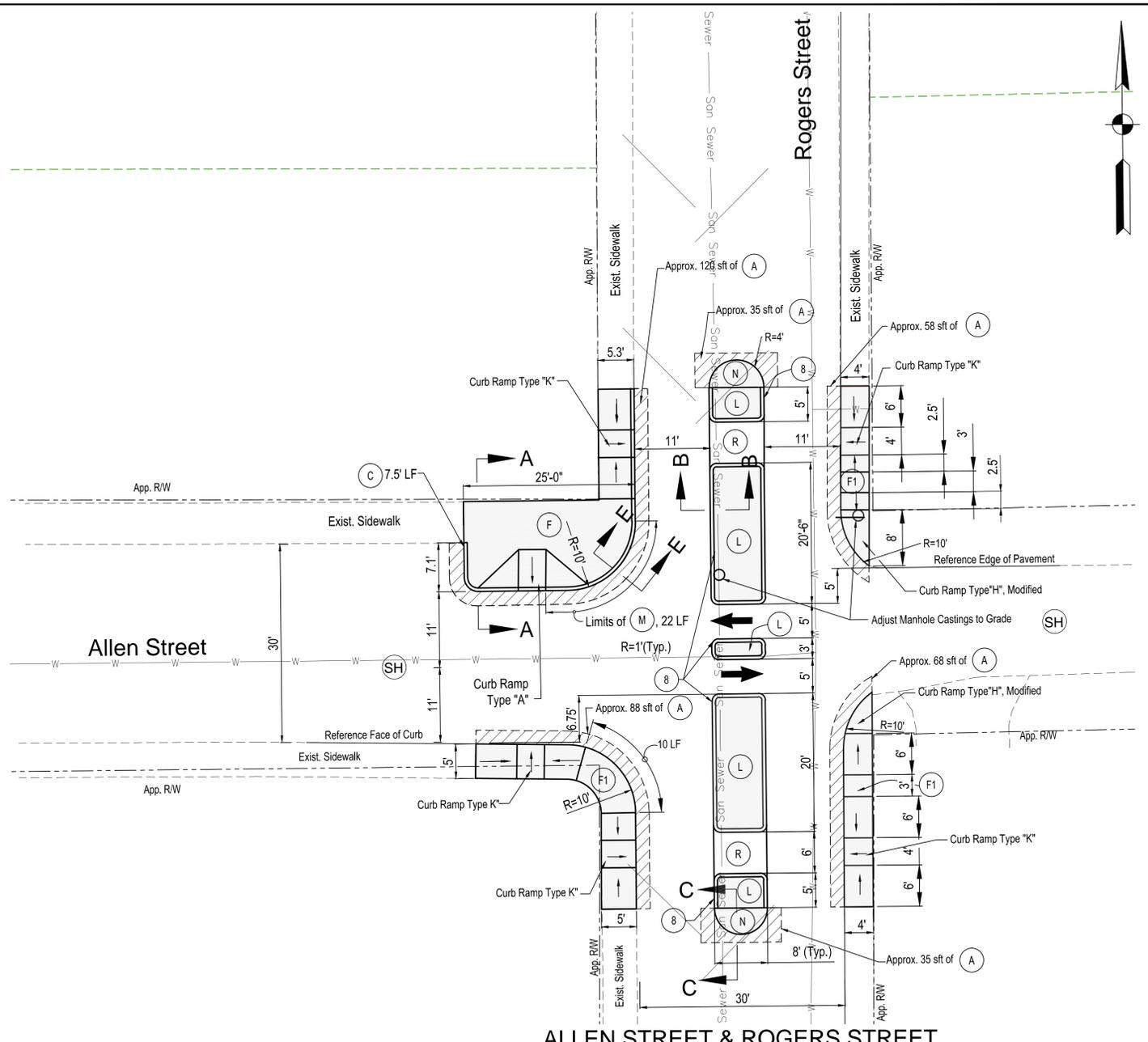
Foster - May 13, 2013 - 3:20pm P:\PR0635\cadd\01-Allen-Convenanter\05-Allen Intersection Details.dwg



ALLEN STREET & PATTERSON DRIVE



INSET "A"
Scale 1"=5'



ALLEN STREET & ROGERS STREET

- NOTE:
1. Diverter islands located off of face of curb, South Side of Allen Street, West of Rogers Street, and centered on Rogers Street.
 2. See Sheet 2 (Details & General Notes) for Section Details.
 3. All disturbed areas for sidewalk /curb ramp construction shall receive 4" of Top Soil and Sod or be improved as noted.
 4. All radii are to face of curb, unless noted otherwise.
 5. The City of Bloomington will obtain right of entries for all properties affected by the construction.

LEGEND			
(A) Asphalt Pavement 1 1/2" (165#/SYS) HMA Surface Type A, 9.5 mm on 2 1/2" (275#/SYS) HMA Base, Type A, 19.0 mm on 8" Compacted Agg. Base, #53	(F) 4" Concrete Sidewalk	(M) Mountable Concrete Curb	(T) Depressed Curb Taper
(C) Concrete Curb	(F1) Monolithic Concrete Curb & Sidewalk	(N) Raised Concrete Median Nose Taper	(S) Seed and mulch
(D) Depressed Curb	(L) 8" Concrete Island	(R) Modified Type L Ramp	(8) 8" Pinned Concrete Curb
			(Hatched) Asphalt Pavement



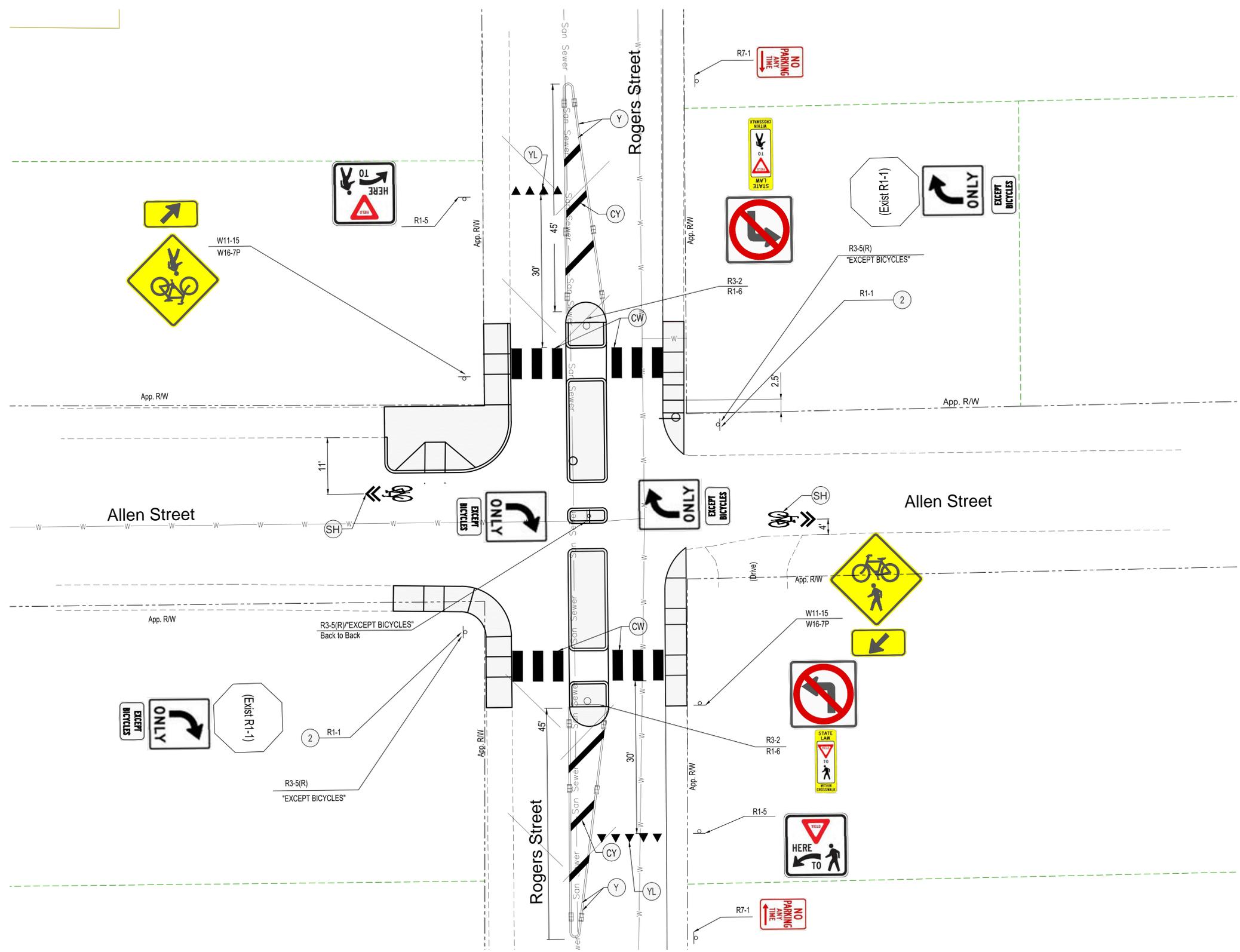
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pletcher</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: JRB CHECKED: KSP

NEIGHBORHOOD GREENWAY

CONSTRUCTION DETAIL
PATTERSON DRIVE AND ROGERS STREET

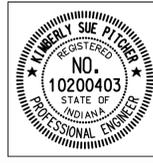
HORIZONTAL SCALE 1"=10'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	6 of 15 PROJECT

pitcher - May 13, 2013 - 4:37pm P:\PR50635\cadd\01-Allen-Convenanter\05-Allen-Intersection-Details.dwg



- NOTE:**
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.
 3. All signs are new sheet signs unless otherwise noted.

LEGEND	
	SH Sharrow
	CY Transverse Marking, Thermoplastic, Yellow, 12" (10' Spa.)
	CW Transverse Marking, Thermoplastic, White, 24" (2' Spa.)
	YL Transverse Marking, Thermoplastic, White, Yield Line
	Y Line, Paint, Yellow, 4"
	2 Relocate Sign
	□ Raised Pavement Marker



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

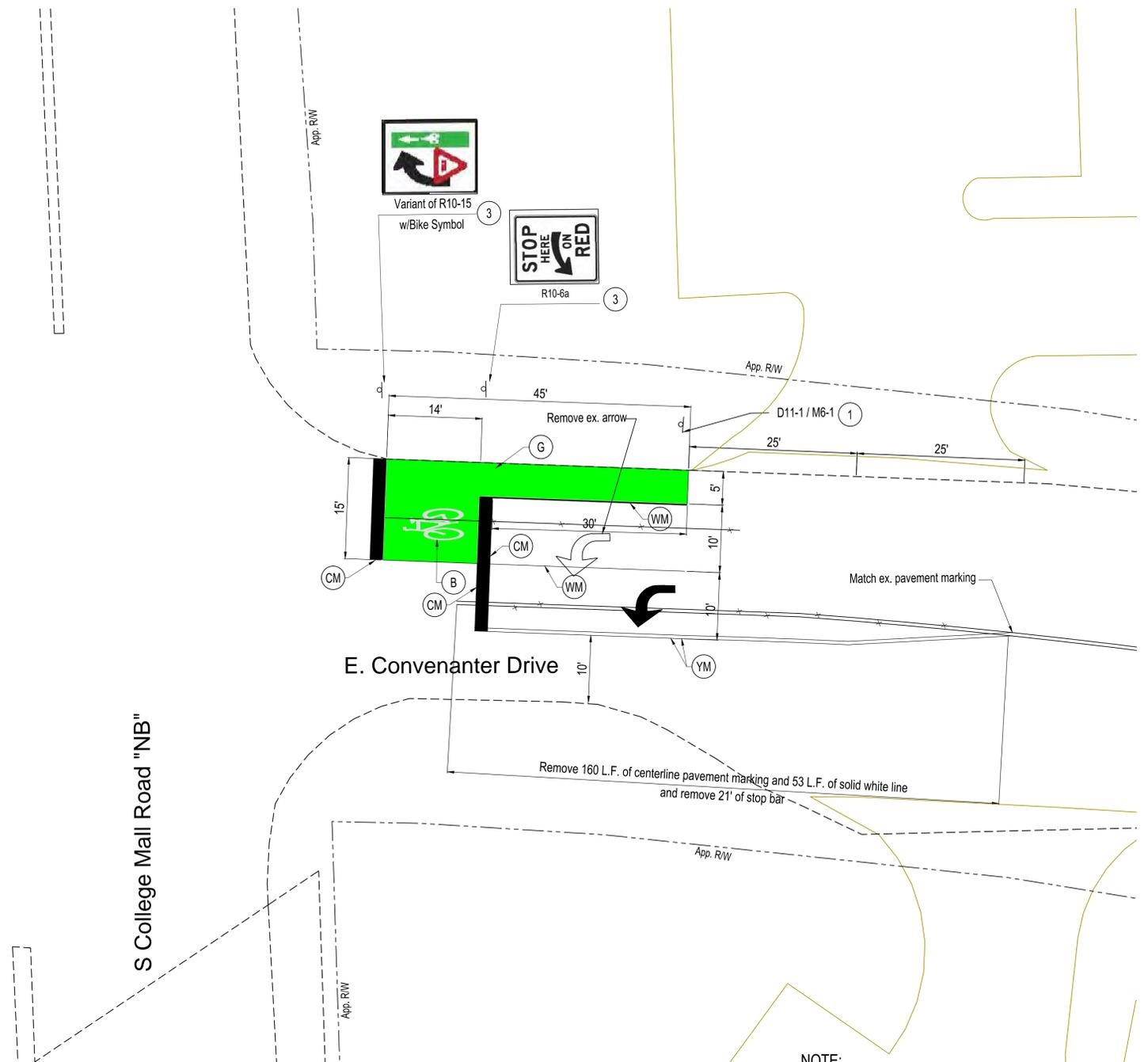
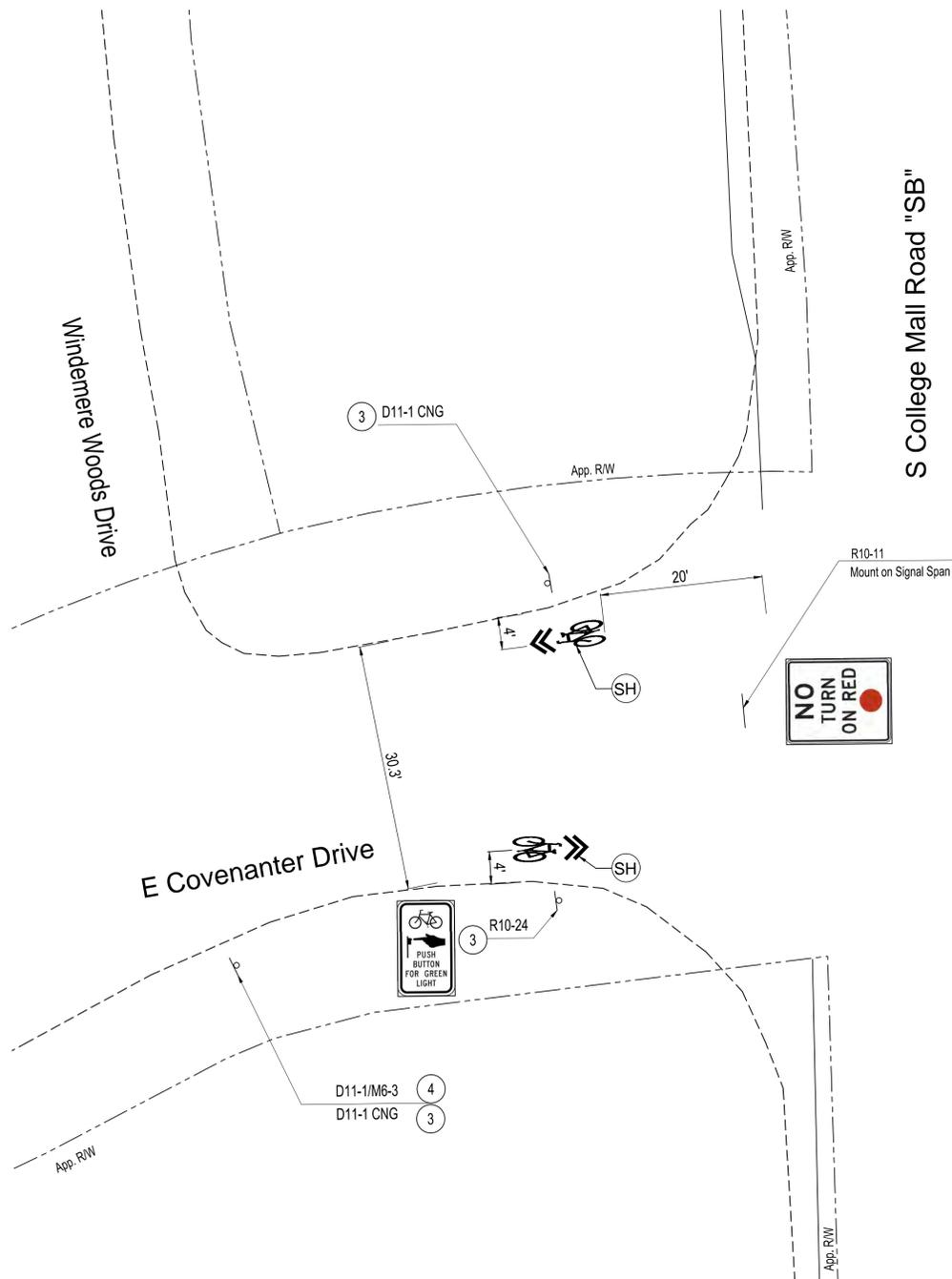
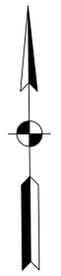
CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY

PAVEMENT MARKING & SIGNING
ALLEN STREET & ROGERS STREET

HORIZONTAL SCALE	BRIDGE FILE
1"=10'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	7 of 15
CONTRACT	PROJECT

pitcher - May 14, 2013 - 4:06pm P:\PR50635\cadd\01-Allen-Convenanter\05-Allen Intersection Details.dwg



- NOTE:**
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.
 3. Maintain existing stop bar locations unless otherwise noted.

LEGEND			
(CM) Transverse Marking, Multi-component, White, 24"	(YM) Line, Multi-component, Yellow, 4"	(SH)	(1) No change required to existing sign and supports.
(G) Green Paint	(WM) Line, Multi-component, White, 4"	(B) Bike Symbol	(3) New sheet sign
			(4) Remove existing sign

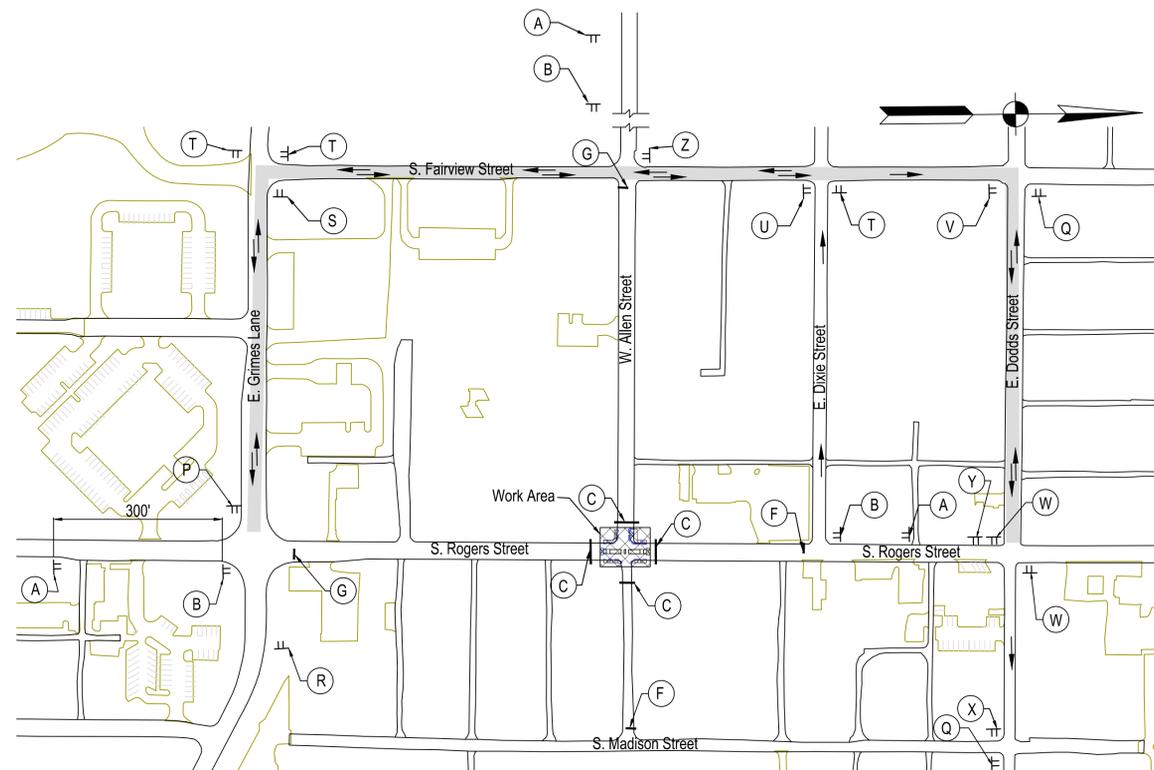
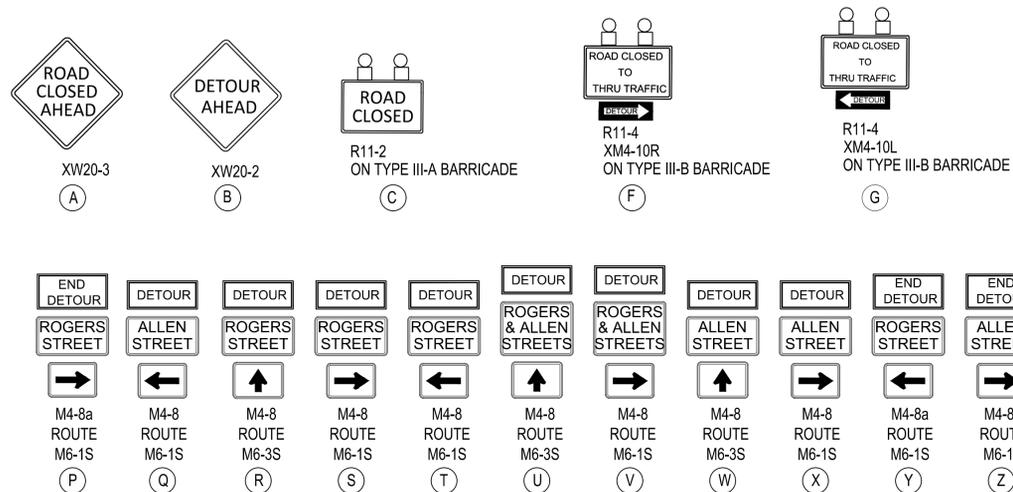


RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitcher</i> DATE: 5/8/13
DESIGNED: JRF DRAWN: JRF
CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY

PAVEMENT MARKING & SIGNING
CONVENANTER DR & COLLEGE MALL

HORIZONTAL SCALE 1"=10'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	8 of 15
	PROJECT



ALLEN STREET & ROGERS STREET DETOUR MAP
N.T.S.

MAINTENANCE OF TRAFFIC QUANTITY TABLE

Item	Quantity
Road Closure Sign Assembly	8 Each
Detour Route Marker Assembly	15 Each
Construction Sign, A	6 Each
Barricade Type III-A	144 Lft.
Barricade Type III-B	126 Lft.

NOTES:

- All signage and installation shall comply with the Indiana Department of Transportation Standard Drawings and the Indiana Manual on Uniform Traffic Control Devices.
- Coordinate all locations of MOT items with City Engineering prior to installation.
- Construction zone design speed 30 MPH.
- Allen Street and Rogers Street detour shall be limited to one closure for a maximum of five consecutive days.

pitcher - May 14, 2013 - 4:19pm P:\PR50635\cadd\01-Allen-Conventer\15-Allen MOT.dwg

LEGEND

- (51) Temporary Pavement Marking, Removable, Yellow, 4"
- Type III Barricade
- Standard Drum

- ≡ Sign
- ⊠ Work Area
- ➔ Detour Direction



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13
 DESIGNED: KSP DRAWN: JRF
 CHECKED: EP CHECKED: KSP

NEIGHBORHOOD GREENWAY

MAINTENANCE OF TRAFFIC

HORIZONTAL SCALE	BRIDGE FILE
Varies	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	15 of 15
CONTRACT	PROJECT

CITY OF BLOOMINGTON

CITY HALL SHOWERS BUILDING
401 NORTH MORTON STREET, SUITE 130
BLOOMINGTON, INDIANA 47401

IMPROVEMENTS FOR HIGHLAND / HAWTHORNE NEIGHBORHOOD GREENWAY

APPROVED: _____ DATE: _____

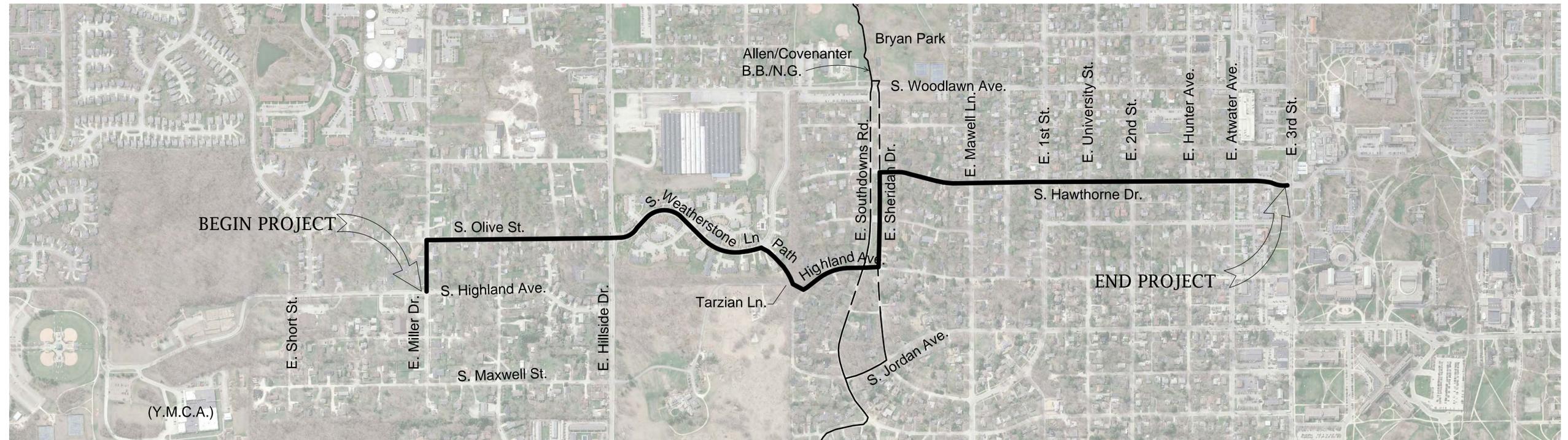
Mark Kruzan, Mayor

Susie Johnson, Director of Public Works

Adrian Reid, City Engineer

SHEET INDEX	
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERVIEW PLAN
4	DEMOLITION PLAN
5	CONSTRUCTION DETAIL
6-9	SIGNING AND PAVEMENT MARKING PLAN
10	MAINTENANCE OF TRAFFIC

GROSS LENGTH = 1.79 MI



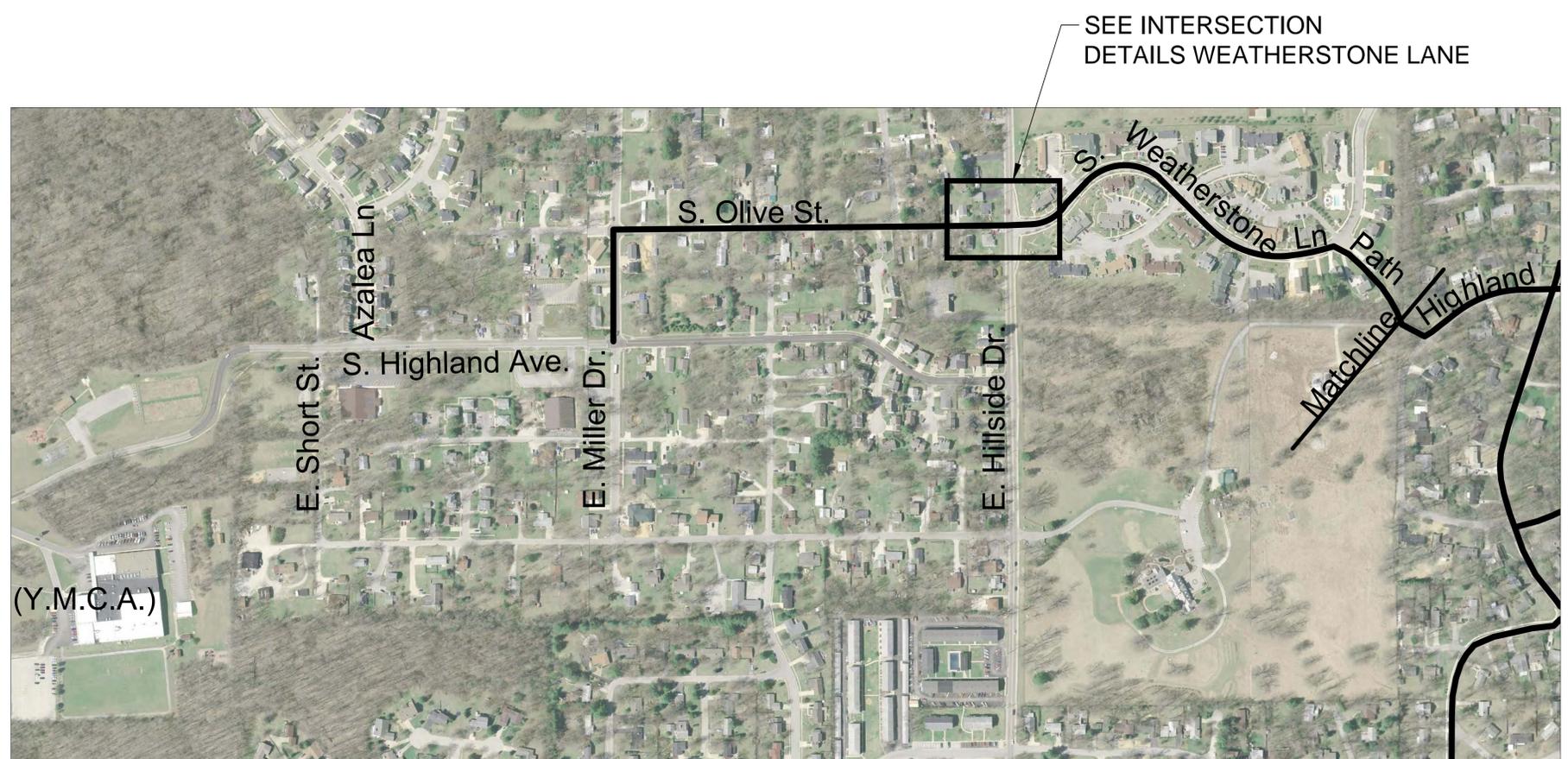
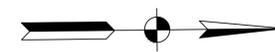
PROJECT LOCATION MAP

Scale: 1" = 400'

pitcher - May 10, 2013 - 3:57pm P:\P650635\cadd\02-HH\02-HH-TitleSheet.dwg

Plans Prepared By: BURGESS & NIPLE (317) 237-2760

Anthony J. Fisher 3/8/13 DATE



SEE INTERSECTION
DETAILS WEATHERSTONE LANE



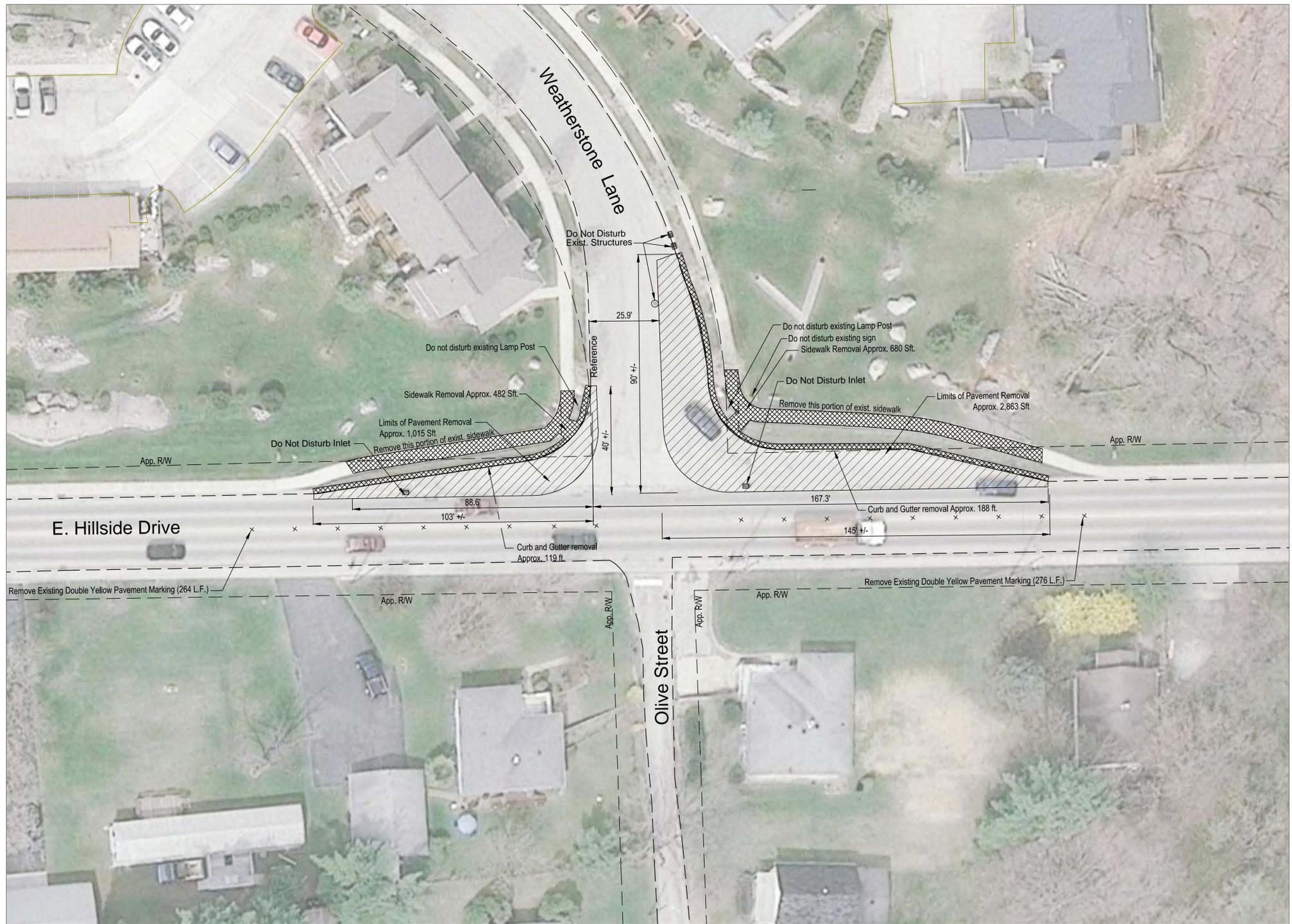
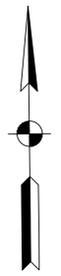
foster - May 08, 2013 - 2:40pm P:\PR50635\cadd\02-HH\02-HH-Location_Map.dwg



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13
 DESIGNED: JRF DRAWN: JRF
 CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY
 HIGHLAND/HAWTHORNE
 PROJECT LOCATION (KEY MAP) PLAN

HORIZONTAL SCALE	BRIDGE FILE
1"=250'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	3 of 10
	PROJECT



E. HILLSIDE DRIVE & WEATHERSTONE LANE

- NOTE:
1. The City of Bloomington will obtain right of entries for all properties affected by the construction.
 2. Saw cut pavement prior to removal.
 3. Pavement Removal Limits are 2 ft. from face of proposed gutter edge.
 4. Contractor to grind all existing pavement striping as noted. Pavement Marking Removal Includes: 540 LF of Pavement lines. (E. Hillside Drive)
 5. Removal areas shown indicate the minimum area needed. The exact areas of demolition shall be established and restored by the contractor. Contractor shall remove all demolished materials from the site unless otherwise noted.
 6. Areas disturbed during demolition and construction shall be restored to pre-existing conditions unless otherwise noted.
 7. Contractor is responsible for determining utility locations and depths in areas of excavation, sign post installation and all other work occurring below the existing ground surface. Contact the Indiana Underground Location Services at 1-800-382-5544.
 8. Do not disturb existing trees.

LEGEND

- Pavement Removal
- Sidewalk & Curb and Gutter Removal



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

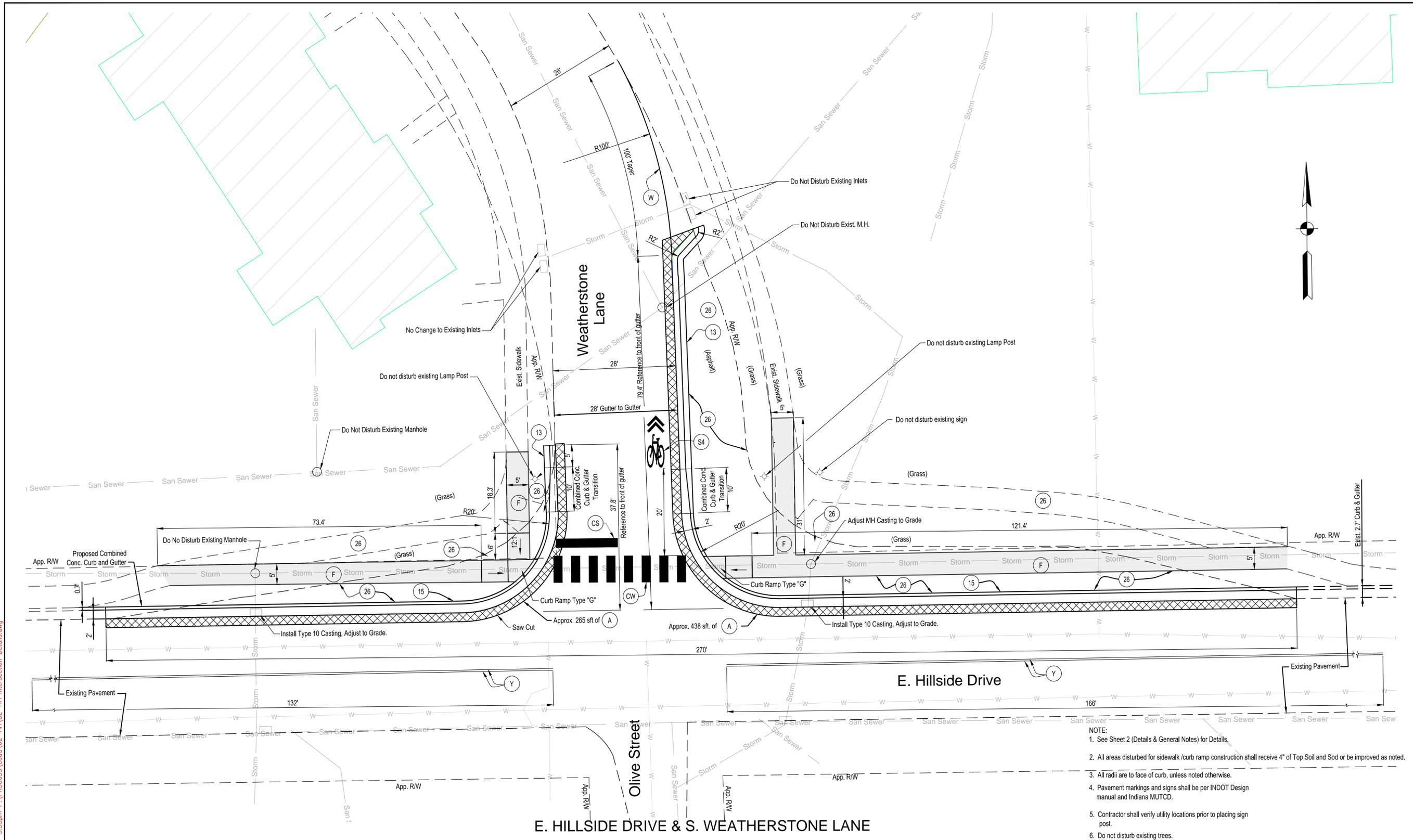
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NEIGHBORHOOD GREENWAY

DEMOLITION PLANS
WEATHERSTONE LANE

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	4 of 10
	PROJECT

foster - May 09, 2013 - 5:33pm P:\PR050635\cadd\02-HH\02-HH Intersection Details.dwg



- NOTE:**
- See Sheet 2 (Details & General Notes) for Details.
 - All areas disturbed for sidewalk / curb ramp construction shall receive 4" of Top Soil and Sod or be improved as noted.
 - All radii are to face of curb, unless noted otherwise.
 - Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
 - Contractor shall verify utility locations prior to placing sign post.
 - Do not disturb existing trees.

LEGEND			
(A) Asphalt Pavement 1 1/2" (165#/SYS) HMA Surface Type A, 9.5 mm on 2 1/2" (275#/SYS) HMA Base, Type A, 19.0 mm on 8" Compacted Agg. Base, #53	(Y) Line, Thermoplastic, Yellow, 4"	(S4)	(F) 4" Sidewalk
(CW) Transverse Marking, Thermoplastic, White, 24" (2 Spa.)	Asphalt Pavement	(13) Rolled Curb	(CS) Transverse Marking, Thermoplastic, White, 24"
(W) Line, Thermoplastic, White, 4"	(26) Sod	(15) Concrete Curb and Gutter, Type C	

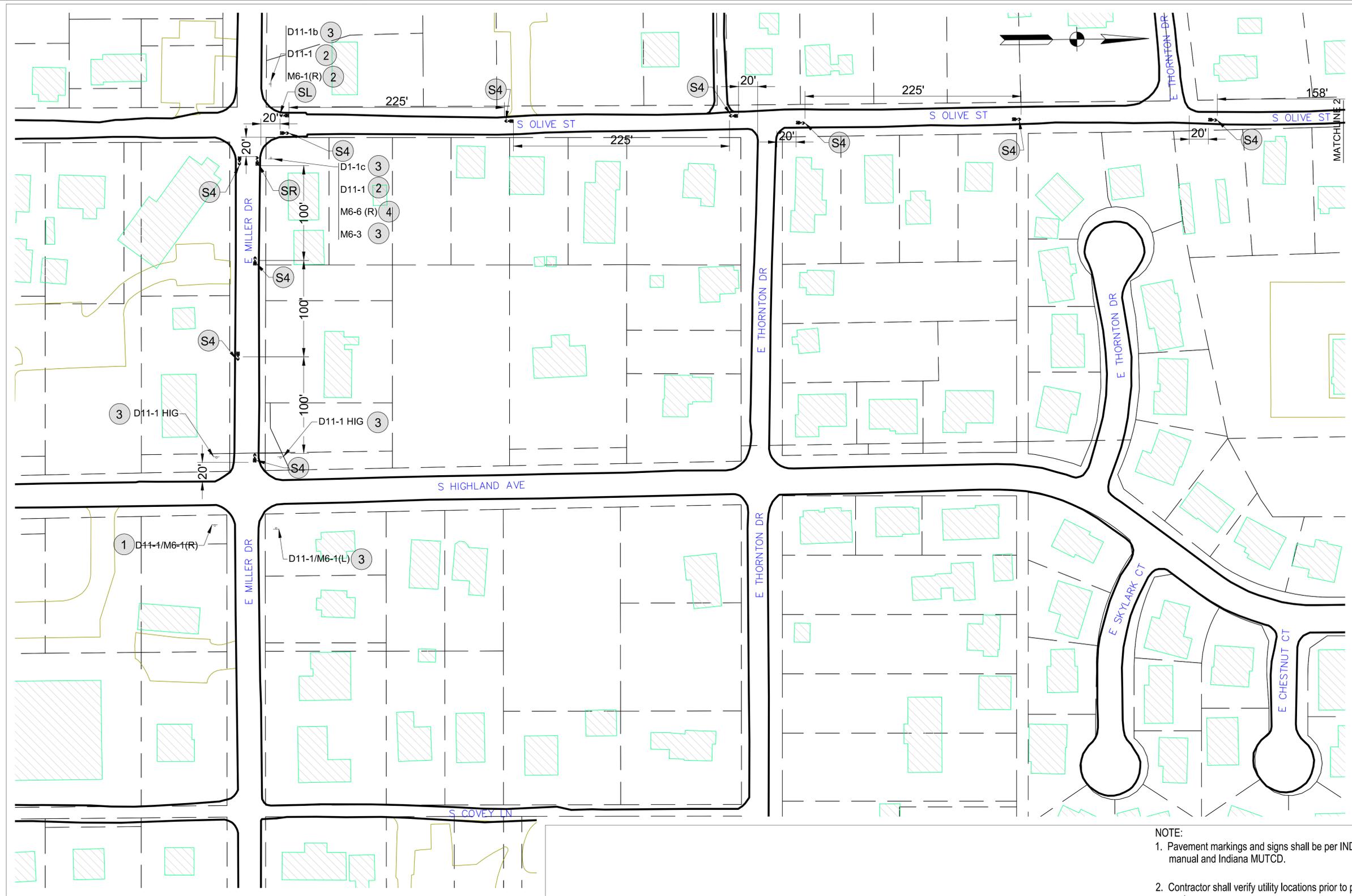
LIMBERLY SUE FITCHER
REGISTERED PROFESSIONAL ENGINEER
NO. 10200403
STATE OF INDIANA

RECOMMENDED FOR APPROVAL: *Limberly S. Fitcher* DATE: 5/8/13

DESIGNED: KSP	DRAWN: JRF
CHECKED: RNH	CHECKED: KSP

NEIGHBORHOOD GREENWAY		HORIZONTAL SCALE 1" = 10'	BRIDGE FILE
CONSTRUCTION AND PAVEMENT MARKING DETAIL		VERTICAL SCALE	DESIGNATION
S. WEATHERSTONE LANE		SURVEY BOOK	SHEETS 5 of 10
		CONTRACT	PROJECT

pitcher - May 10, 2013 - 3:37pm P:\PR06035\cadd\02-HH\02-HH-Plan Sheets.dwg



NOTE:
 1. Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

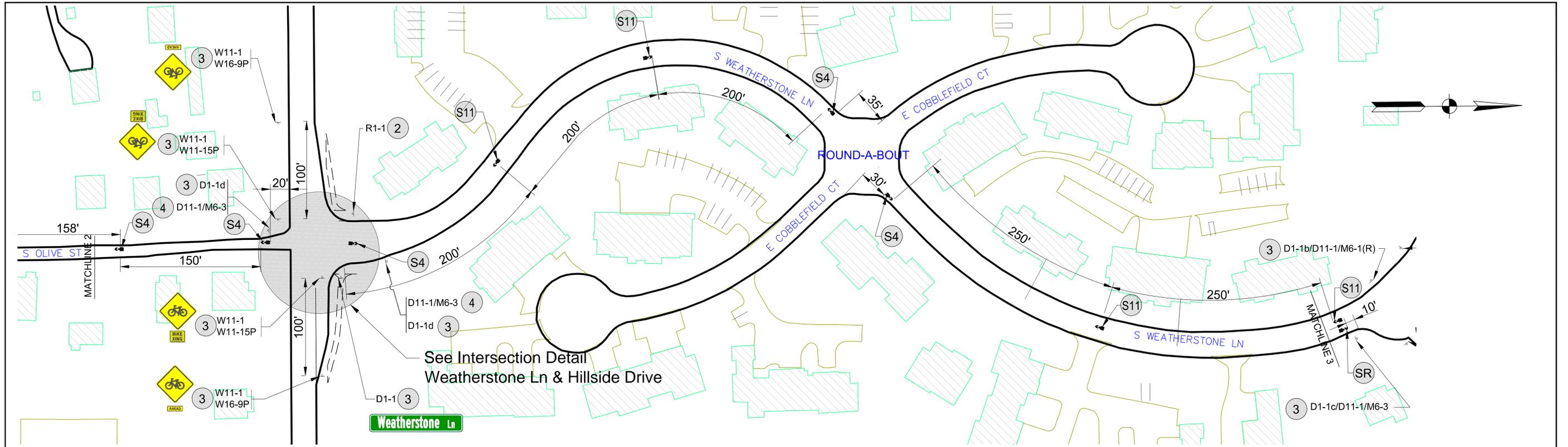
LEGEND			
	4' Offset		4' Offset
	11' Offset		4' Offset
1	No change required to existing sign and supports.	*	Offset is distance from center of pavement marking to right edge of travel lane in travel direction.
2	Relocate sign.	4	Remove existing sign.
3	New sheet sign		



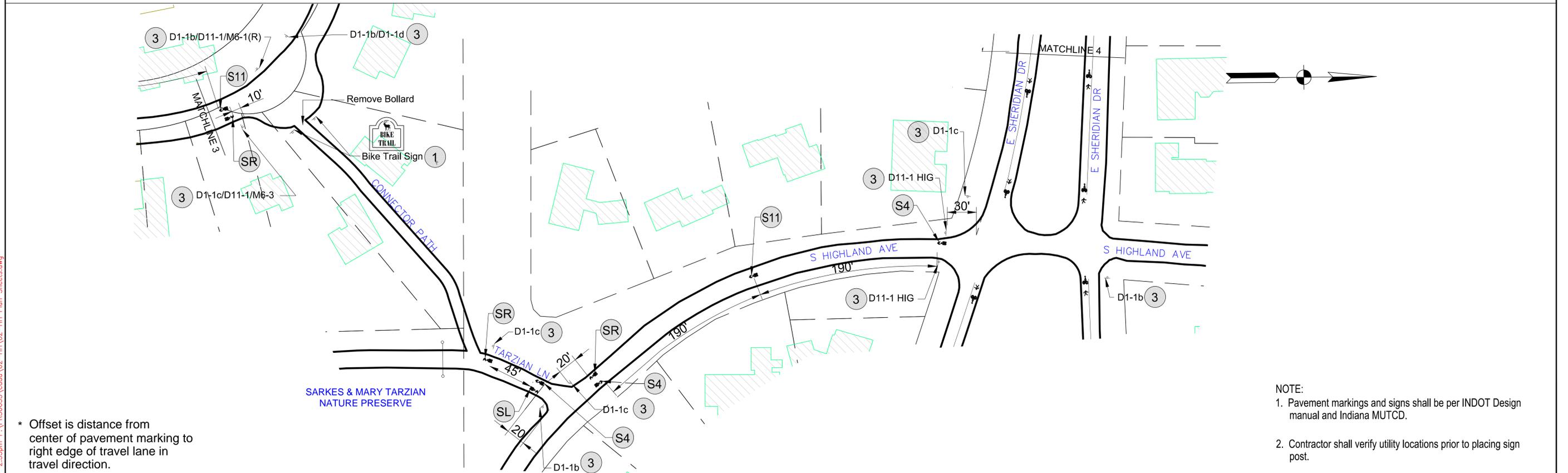
RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13
 DESIGNED: KSP DRAWN: JRF
 CHECKED: RNH CHECKED: KSP

NEIGHBORHOOD GREENWAY
HIGHLAND / HAWTHORNE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1"=50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	6 of 10
CONTRACT	PROJECT



See Intersection Detail
Weatherstone Ln & Hillside Drive



* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.

- NOTE:
1. Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

LEGEND	
(S4)	4' Offset
(S11)	11' Offset
(SR)	4' Offset
(SL)	4' Offset
(1)	No change required to existing sign and supports.
(2)	Relocate sign.
(3)	New sheet sign
(W)	Line, Thermoplastic, White, 4"
(4)	Remove existing sign.



RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitscher</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: RNH CHECKED: KSP

NEIGHBORHOOD GREENWAY
HIGHLAND / HAWTHORNE
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1" = 50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 7 of 10
CONTRACT	PROJECT

pitcher - May 10, 2013 - 2:53pm P:\PR50635\cadd\02-HH\02-HH-Plan Sheets.dwg

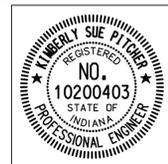
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NOTE:

- Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
- Contractor shall verify utility locations prior to placing sign post.

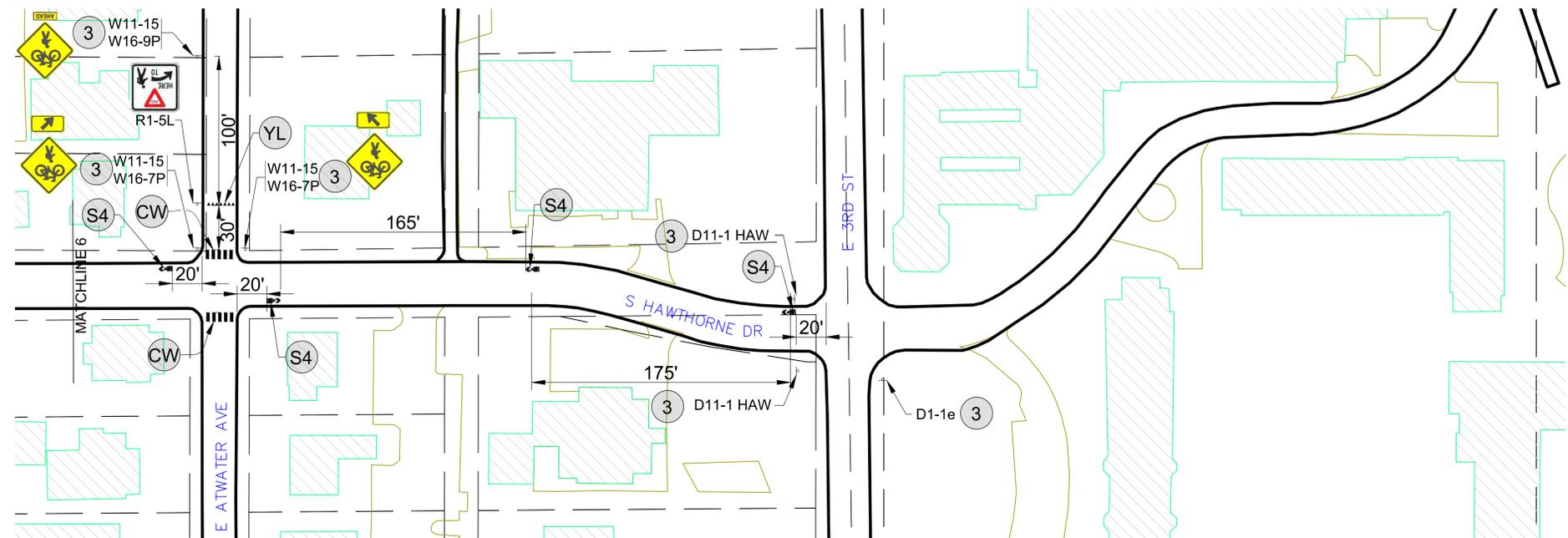
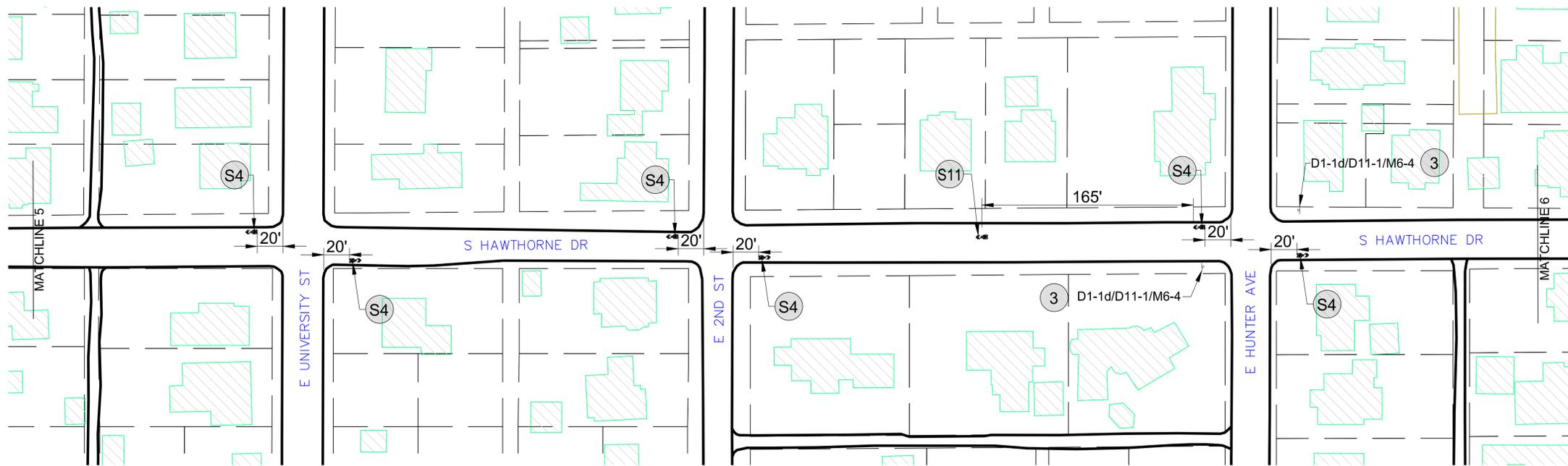
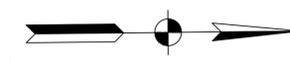
LEGEND			
(S4)		4' Offset	
(S11)		11' Offset	
(SR)		4' Offset	
(SL)		4' Offset	
(1)		No change required to existing sign and supports.	* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.
(2)		Relocate sign.	
(3)		New sheet sign	
(4)		Remove existing sign.	



RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitzer</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: RNH CHECKED: KSP

NEIGHBORHOOD GREENWAY
HIGHLAND / HAWTHORNE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	8 of 10 PROJECT

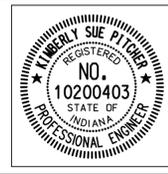


* Offset is distance from center of pavement marking to right edge of travel lane in travel direction.

NOTE:
 1. Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

01/10/13 - May 10, 2013 - 3:40pm P:\P50635\cadd\02-HH\02-HH-Plan_Sheets.dwg

LEGEND					
(S4)		4' Offset	(SR)		4' Offset
(S11)		11' Offset	(SL)		4' Offset
(1)		No change required to existing sign and supports.	(4)		Remove existing sign.
(2)		Relocate sign.	(CW)		Transverse Marking, Thermoplastic, White, 24" (2' Spa.)
(3)		New sheet sign	(YL)		Transverse Marking, Thermoplastic, White, Yield Line



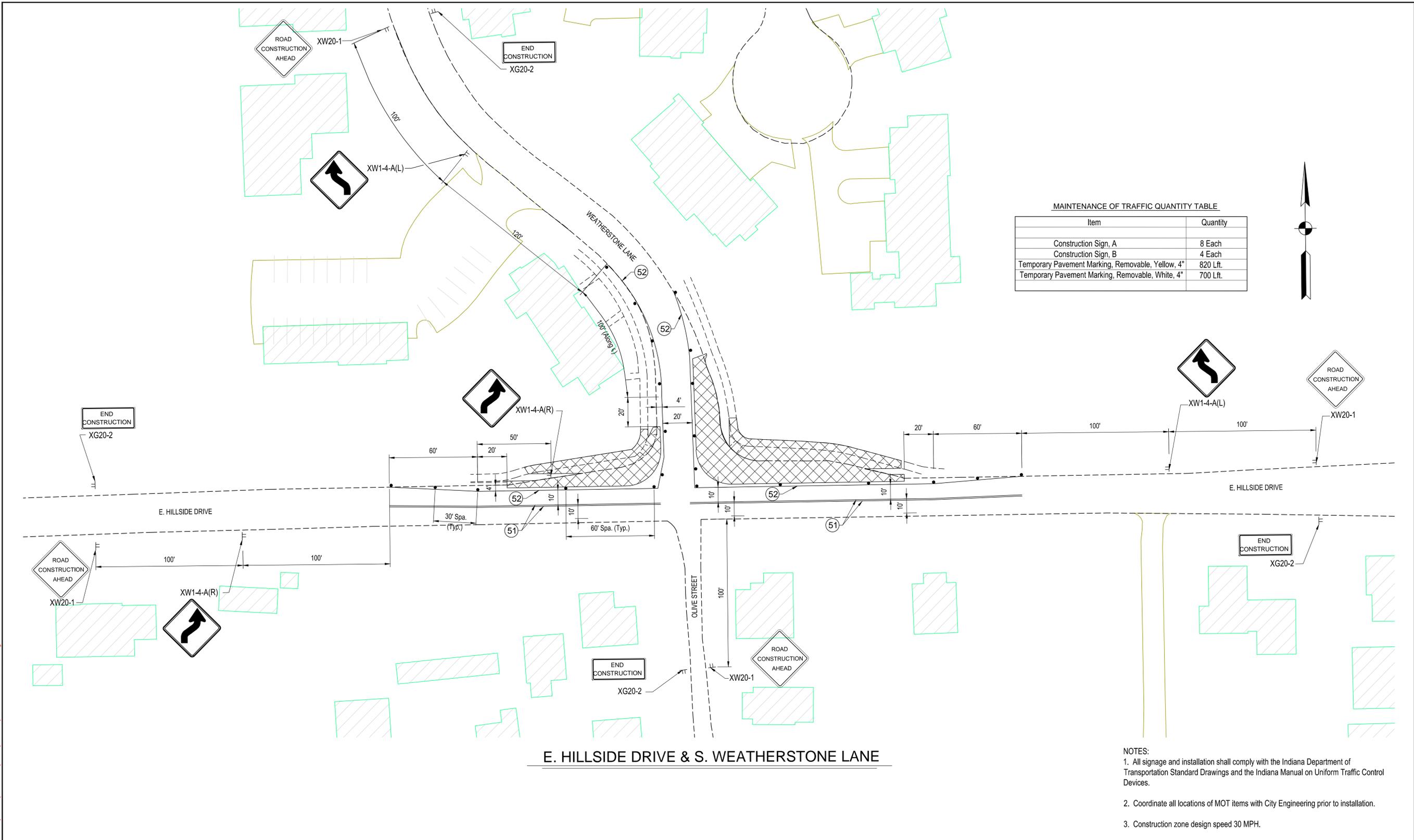
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Fisher</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: RNH CHECKED: KSP

NEIGHBORHOOD GREENWAY

HIGHLAND / HAWTHORNE
SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	9 of 10 PROJECT

foster - May 08, 2013 - 2:43pm P:\PRE50635\cadd\02-HH\02-HH_MOT_Details.dwg



MAINTENANCE OF TRAFFIC QUANTITY TABLE

Item	Quantity
Construction Sign, A	8 Each
Construction Sign, B	4 Each
Temporary Pavement Marking, Removable, Yellow, 4"	820 Lft.
Temporary Pavement Marking, Removable, White, 4"	700 Lft.

E. HILLSIDE DRIVE & S. WEATHERSTONE LANE

- NOTES:**
1. All signage and installation shall comply with the Indiana Department of Transportation Standard Drawings and the Indiana Manual on Uniform Traffic Control Devices.
 2. Coordinate all locations of MOT items with City Engineering prior to installation.
 3. Construction zone design speed 30 MPH.

LEGEND			RECOMMENDED FOR APPROVAL: <i>Kimberly S. Fisher</i> DATE: 5/8/13 DESIGNED: KSP DRAWN: JRF CHECKED: RNH CHECKED: KSP	NEIGHBORHOOD GREENWAY MAINTENANCE OF TRAFFIC S. WEATHERSTONE LANE	HORIZONTAL SCALE 1"=30'	BRIDGE FILE
(51) Temporary Pavement Marking, Removable, Yellow, 4"	= Sign				VERTICAL SCALE	DESIGNATION
(52) Temporary Pavement Marking, Removable, White, 4"	= Work Area			SURVEY BOOK	SHEETS	
● Standard Drum				CONTRACT	10 of 10 PROJECT	



CITY OF BLOOMINGTON

CITY HALL SHOWERS BUILDING
401 NORTH MORTON STREET, SUITE 130
BLOOMINGTON, INDIANA 47401

IMPROVEMENTS FOR

7th / LONGVIEW

NEIGHBORHOOD GREENWAY / BIKEWAY

APPROVED: _____ DATE: _____

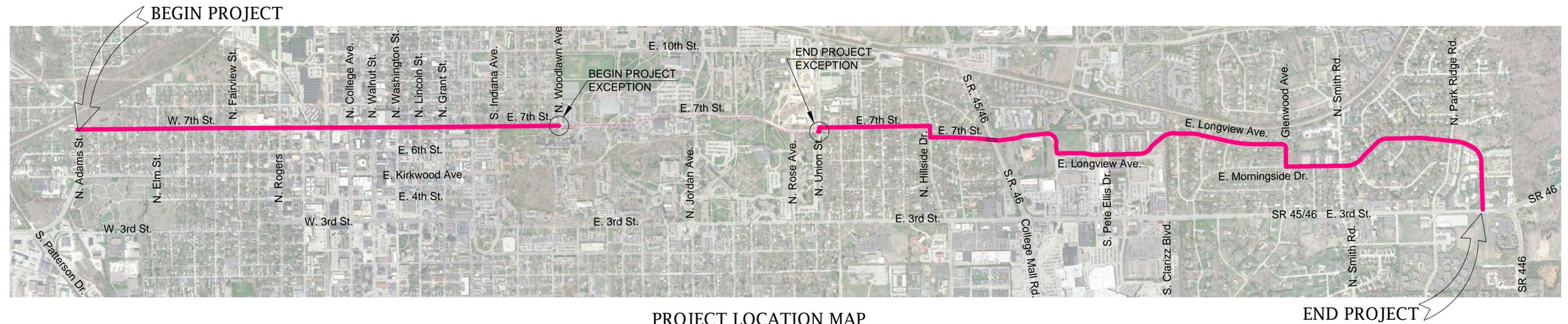
Mark Krusan, Mayor

Susie Johnson, Director of Public Works

Adrian Reid, City Engineer

SHEET INDEX	
1	TITLE SHEET
2-3	DETAILS & GENERAL NOTES
4-13	PAVEMENT MARKING AND SIGN LAYOUT
14	PAVEMENT MARKINGS AT COLLEGE AND WALNUT
15	DEMOLITION PLANS AT PETE ELLIS DRIVE
16	CONSTRUCTION DETAILS AT PETE ELLIS DRIVE
17	PAVEMENT MARKING AND SIGNING INTERSECTION DETAILS AT PETE ELLIS DRIVE
18	DEMOLITION PLANS AND CONSTRUCTION DETAILS ON 7TH STREET, WEST OF SR 46

GROSS LENGTH = 4.5 MI



PROJECT LOCATION MAP

Scale: 1" = 800'

pitcher - May 14, 2013 - 11:17am P:\PR50635\cadd\03-7th-Longview\03-7th-Longview TS.dwg

Prepared By:

BURGESS & NIPLÉ
Engineers ■ Architects ■ Planners

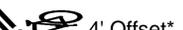
251 N. Illinois St. Ste 920
Indianapolis, IN 46204



Plans Prepared By: BURGESS & NIPLÉ (317) 237-2760

Kimberly S. Pitcher
DATE: 5/8/13

LEGEND

- A** Asphalt Pavement 1 1/2" (165#/SYS) HMA Surface Type A, 9.5 mm on 2 1/2" (275#/SYS) HMA Base, Type A, 19.0 mm on 8" Compacted Agg. Base, #53
 - B** 
 - BA** 
 - CS** Transverse Marking, Thermoplastic, White, 24"
 - CW** Transverse Marking, Thermoplastic, White, 24" (2' spa.)
 - W1** Transverse Marking, Paint, White, 12" (20' Spa.)
 - W3** Line, Thermoplastic, Broken, White, 4"
 - W4** Line, Thermoplastic, Solid, White, 4"
 - W6** Line, Thermoplastic, Solid, White, 6"
 - W7** Line, Thermoplastic, Dotted (2' Line, 6' Gap) White, 6"
 - W8** Line, Thermoplastic, Solid, White, 8"
 - Y4** Line, Thermoplastic, Solid, Yellow, 4"
 - Y3** Line, Thermoplastic, Broken, (10' Line, 30' Gap) Yellow, 6"
 - YL** Transverse Marking, Thermoplastic, Yield, White, 24"
 - ACTG** adjust casting to grade
 - S4**  4' Offset*
 - S11**  11' Offset*
 - SR**  4' Offset*
 - SL**  4' Offset*
 - 1** No change required to existing sign and supports.
 - 2** Relocate sign.
 - 3** New sheet sign
 - 4** Remove existing sign.
 - BT** Bloomington Transit Bus Stop
 - S** Seed and Mulch
- * Offset is distance from center of pavement marking to right edge of travel lane in travel direction.

UTILITIES

Sewer and Water
 City of Bloomington Utilities
 501 N. Morton Street
 Bloomington, IN
 Contact Mike Bengtson (812) 349-3653

Electric
 Duke Energy
 1100 W. Second Street
 Bloomington, IN 47401
 Contact Kerry Ducker (812) 337-3035

Telephone
 AT & T
 PO Box 56
 Bloomington, IN 47402
 Contact Brent McCabe (812) 334-4521

Cable Television
 Comcast Cable Communications
 2450 S. Henderson Street
 Bloomington, IN 47404
 Contact Scott Templeton (812) 355-7822

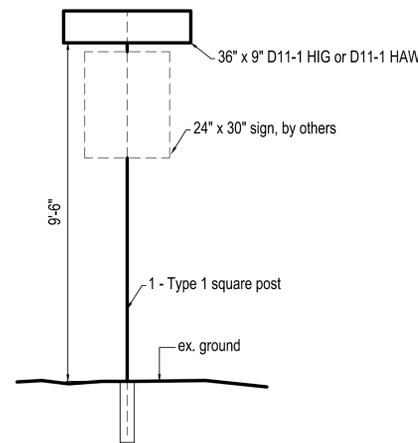
Gas
 Vectren
 205 S. Madison Street
 Bloomington, IN 47401
 Contact Doug Anderson (812) 330-4009

UTILITY NOTES

- Sanitary sewer, water and storm sewer graphic data provided by City of Bloomington Utilities Geographic Information System (GIS). No other utility data is provided.
- Contractor is responsible for determining utility locations and depths in areas of excavation, rebar placement in pavement, sign post installation and all other work occurring below the existing ground surface. Contact the Indiana Underground Location Services at 1-800-382-5544

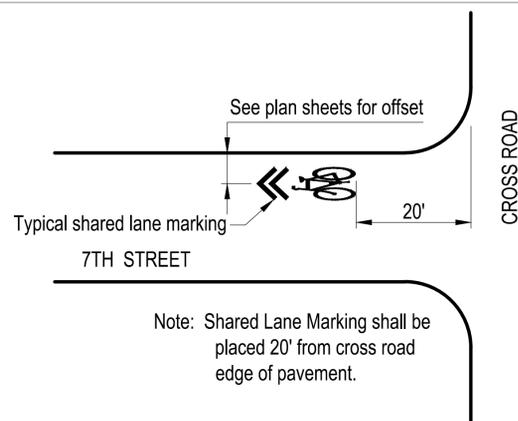
GENERAL NOTES

- Edge of pavement, building and property line graphic data provided by the City of Bloomington Geographic Information System (GIS).
- Contractor to verify field conditions and notify Engineer of any discrepancies prior to starting work.
- Safe, clearly marked pedestrian and vehicular access to all adjacent properties must be maintained throughout the construction process.
- All permits are to be obtained by the Contractor prior to the start of construction.
- The City of Bloomington will obtain right of entries for all properties affected by the construction.



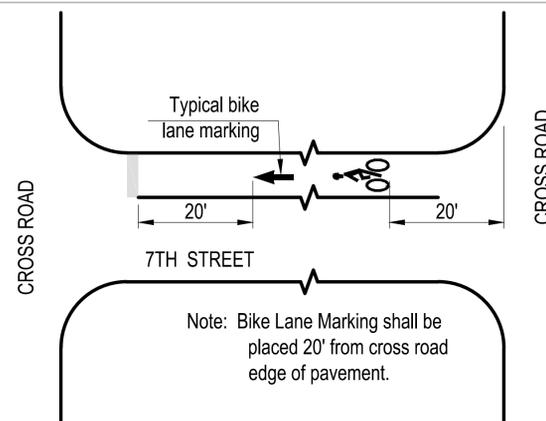
SIGN HEIGHT

N.T.S.



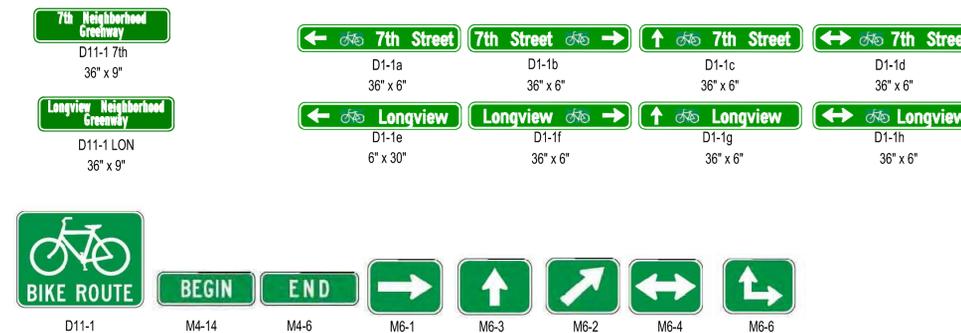
SHARED LANE MARKING AT INTERSECTION

N.T.S.



BIKE LANE MARKING AT INTERSECTION

N.T.S.



pitcher - May 14, 2013 - 8:14pm P:\PR50635\cadd\03-7th-Longview\03-7th-Longview Misc Details.dwg



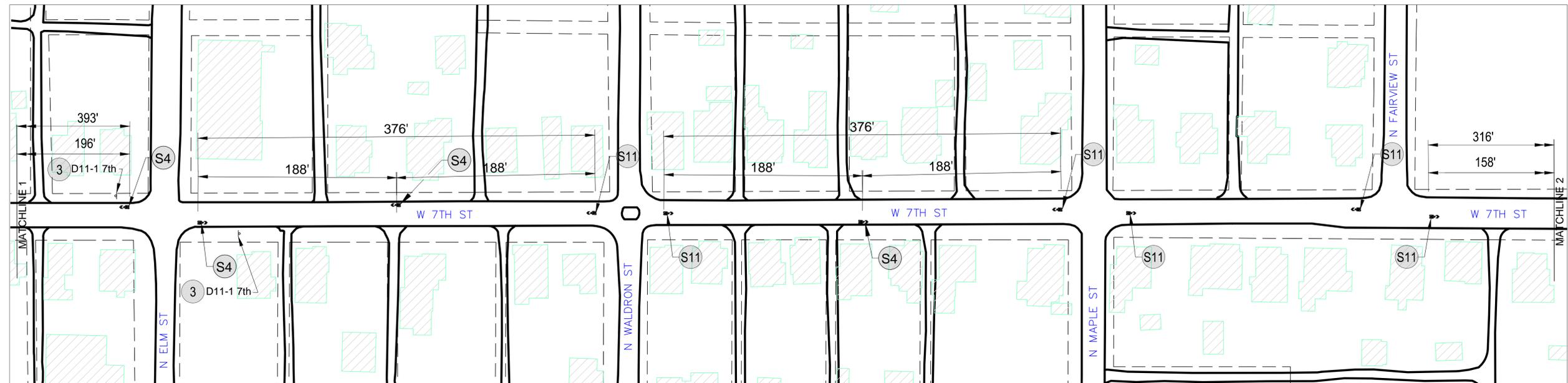
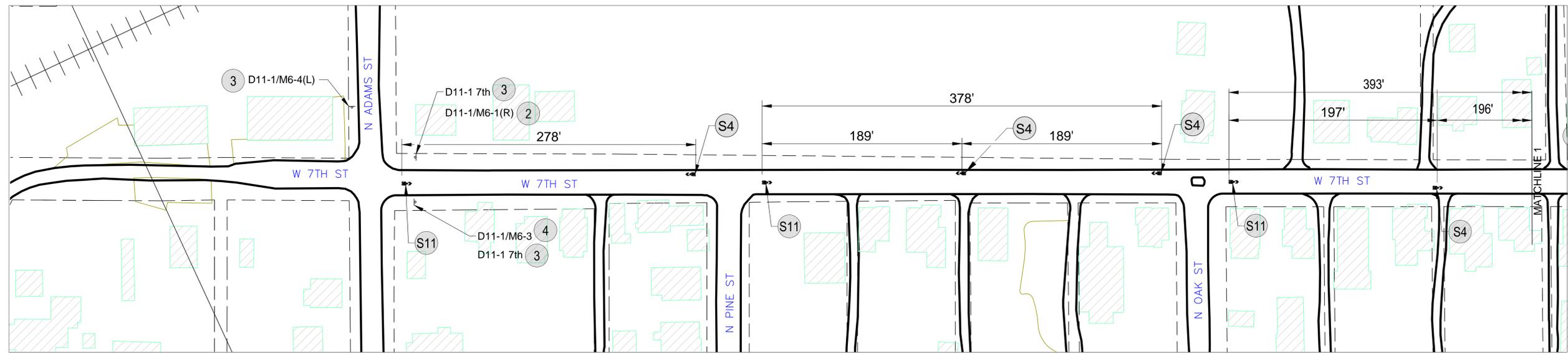
RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pischer</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

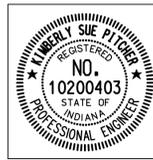
DETAILS & GENERAL NOTES

HORIZONTAL SCALE As Noted	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	2 of 17
	PROJECT



- NOTE:**
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to placing sign post.

3. See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pisher</i> DATE: 5/8/13	
DESIGNED: KSP	DRAWN: JRF
CHECKED: JLC	CHECKED: KSP

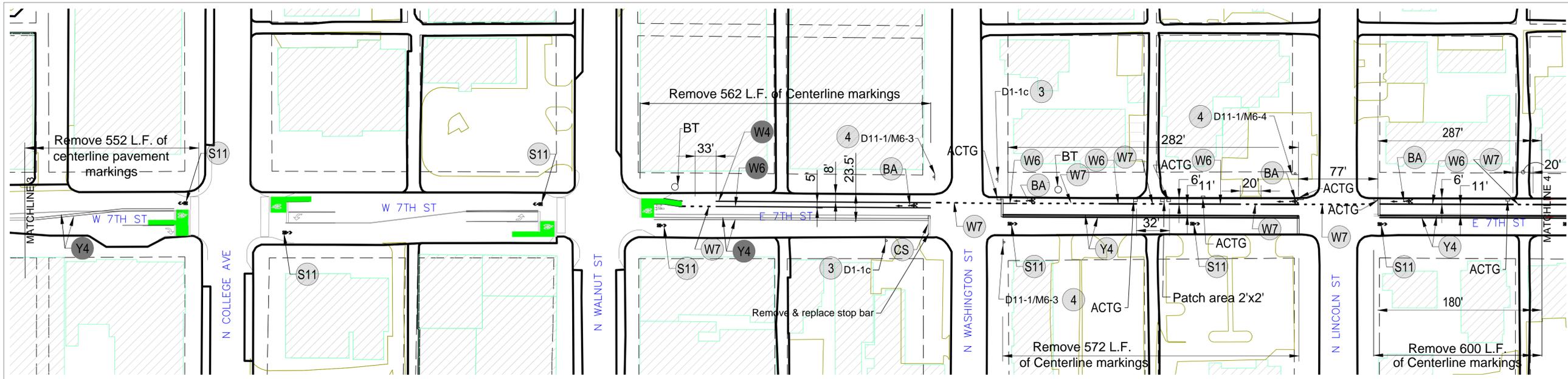
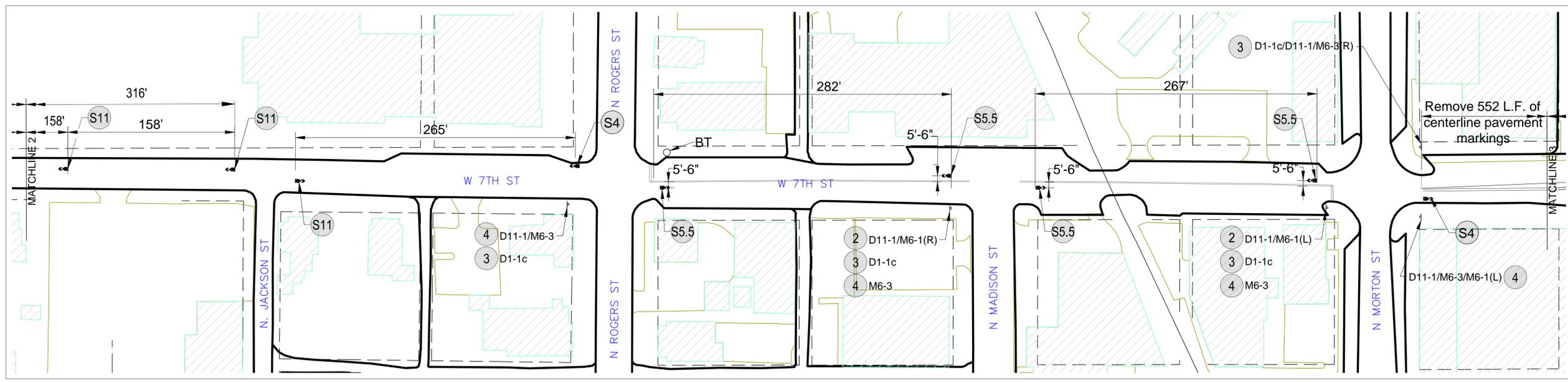
NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1"=50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	4 of 18
CONTRACT	PROJECT

pitcher - May 14, 2013 - 6:08pm P:\PR50635\cadd\03-7th-Longview Pmnt Mking Shts.dwg



pitcher - May 15, 2013 - 7:58am P:\PR50635\ecad\03-7th-Longview_Pmnt_Mkng_Shts.dwg

- NOTE:**
- Pavement markings and signs shall be per INDOT Design manual and Indiana MUTCD.
 - Contractor shall verify utility locations prior to placing sign post.
 - See sheet 14 for pavement markings and signs at the 7th Street and College Avenue and 7th Street and Walnut Street intersections.
 - See sheet 2 for legend.
 - Pavement marking is offset 5.5 ft. from centerline. S5.5



RECOMMENDED FOR APPROVAL: *Lindsey S. Fischer* DATE: 5/8/13

DESIGNED: KSP DRAWN: JRF

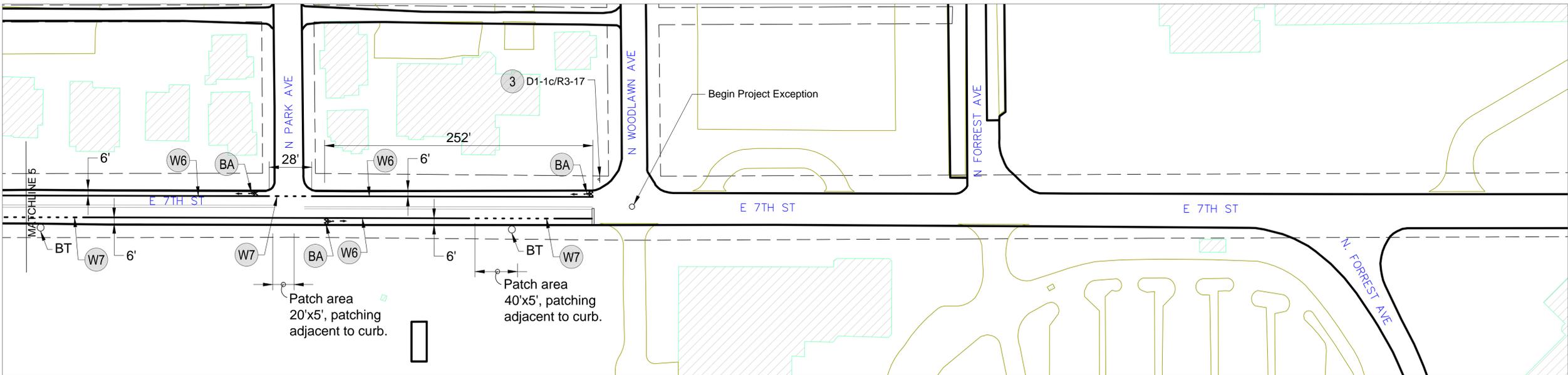
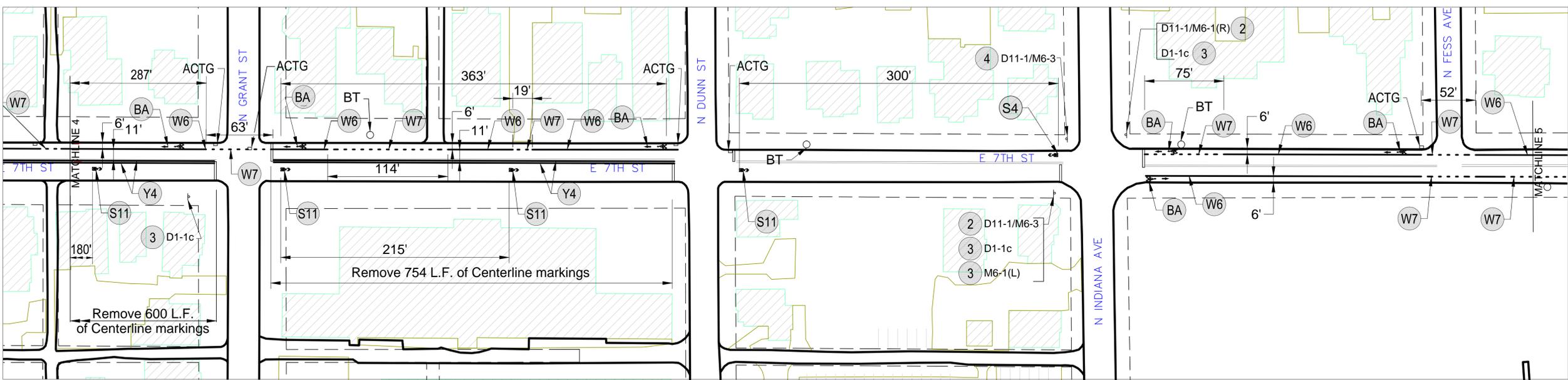
CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1" = 50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	5 of 18
CONTRACT	PROJECT



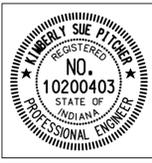
NOTE:

1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.

RECOMMENDED FOR APPROVAL: *Lindberg S. Fischer* DATE: 5/8/13

DESIGNED: KSP DRAWN: JRF

CHECKED: JLC CHECKED: KSP



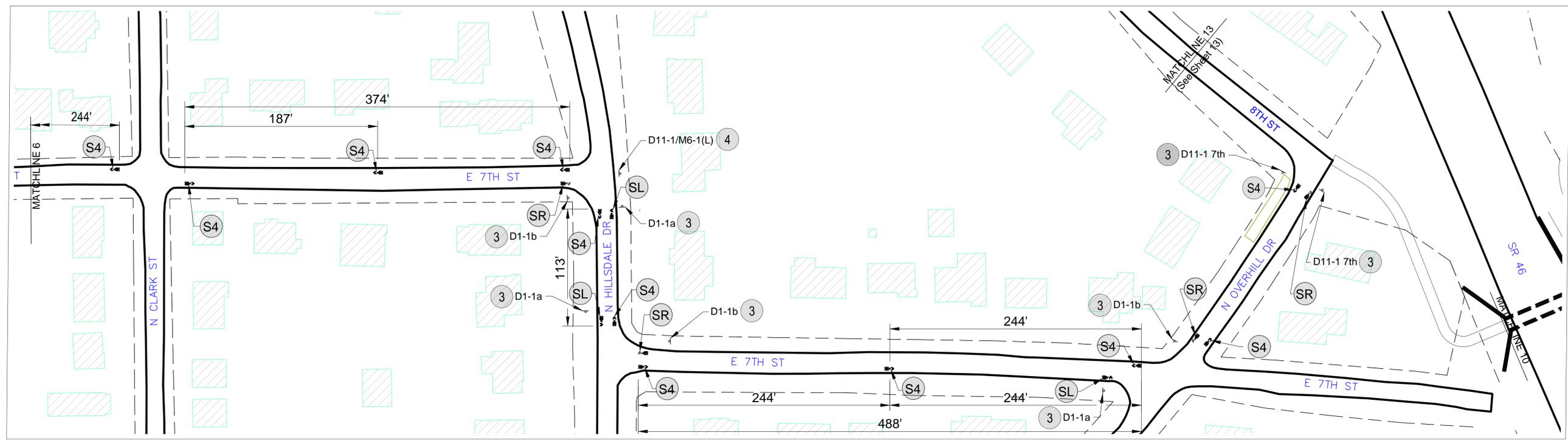
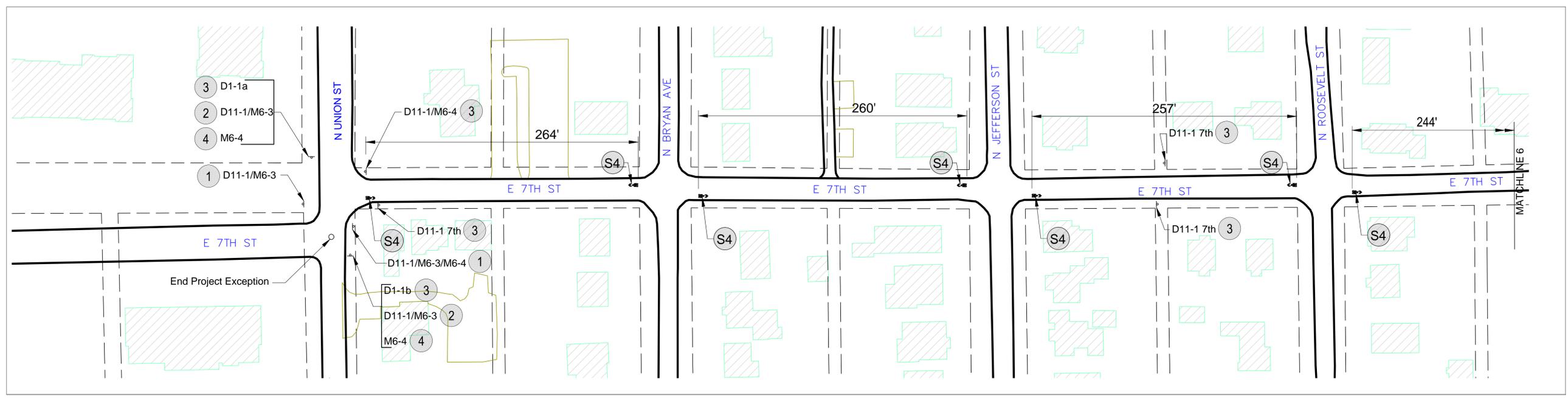
NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1" = 50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
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CONTRACT	PROJECT

pitcher - May 14, 2013 - 6:07pm P:\PR50635\ecad\03-7th-Longview\03-7th-Longview_Pymt_Mkng_Shts.dwg



pitcher - May 14, 2013 - 6:11pm P:\PR50635\ecad\03-7th-Longview_Pymt_Mkng_Shts.dwg

NOTE:

1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: *Lindsey S. Fischer* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

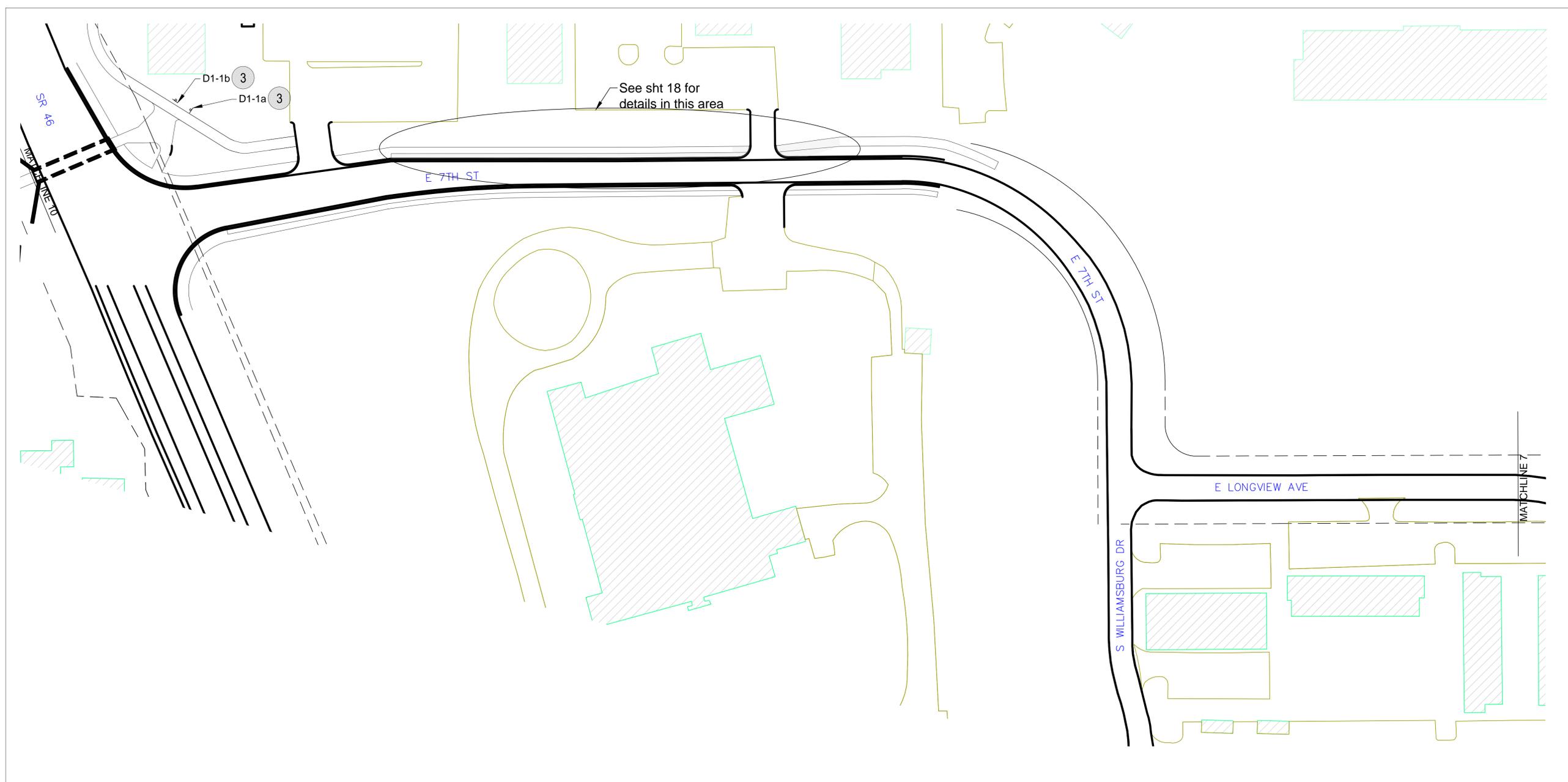
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NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1"=50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	7 of 18
CONTRACT	PROJECT



pitcher - May 14, 2013 - 6:13pm, P:\PR50635\cadd\03-7th-Longview\03-7th-Longview_Prvnt_Mkng_Shts.dwg

NOTE:

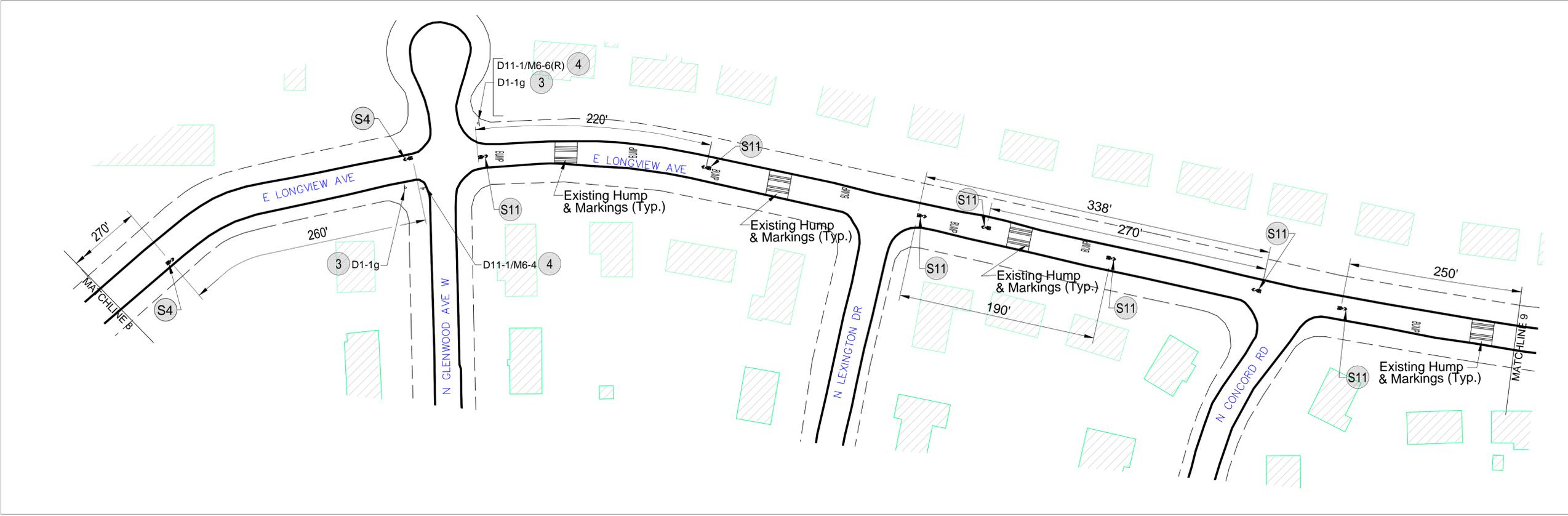
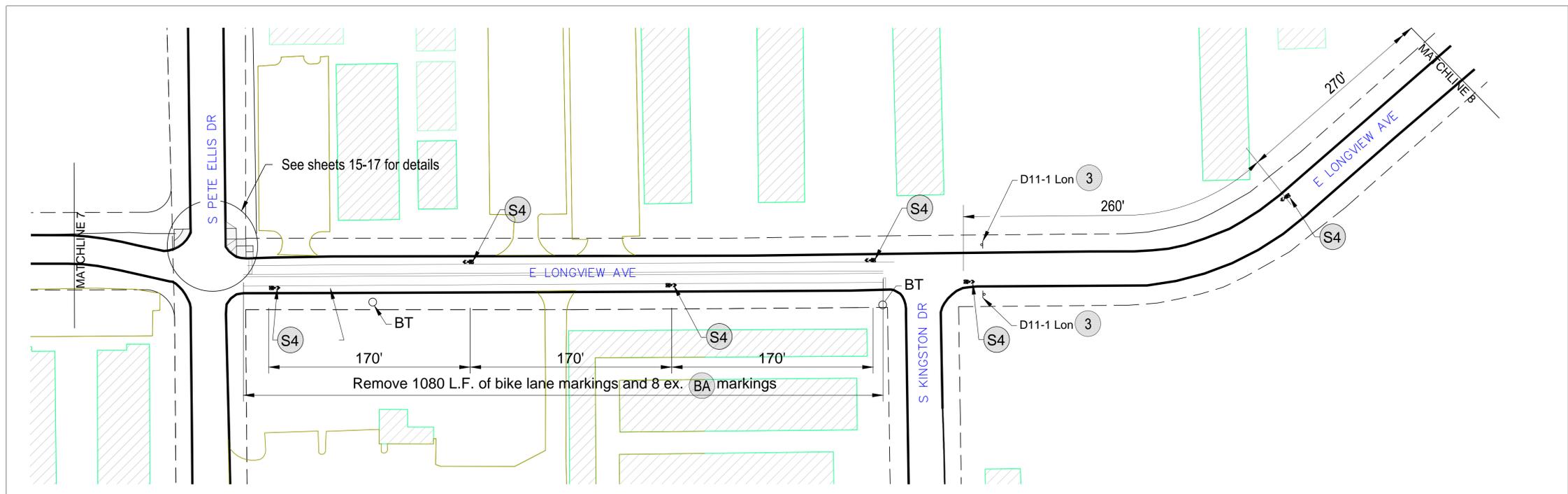
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: <i>Kimberly S. Pitcher</i> DATE: 5/8/13
DESIGNED: KSP DRAWN: JRF
CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
7th STREET / LONGVIEW AVENUE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

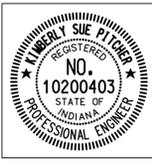
HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	8 of 18 PROJECT



pitcher - May 14, 2013 - 5:58pm P:\PR50635\ecad\03-7th-Longview_Pymt_Mking_Shts.dwg

NOTE:

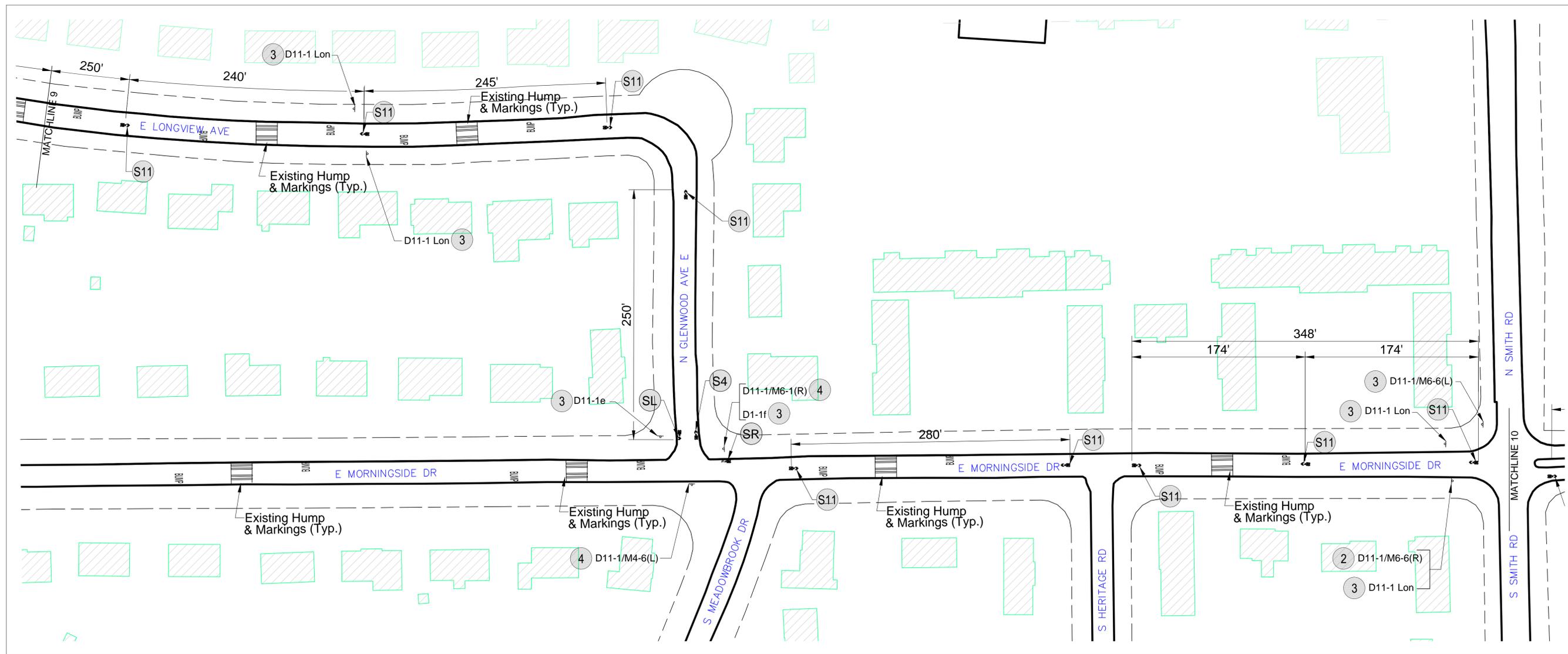
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: *Lindsey S. Fisher* DATE: 5/8/13
 DESIGNED: KSP DRAWN: JRF
 CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
7th STREET / LONGVIEW AVENUE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

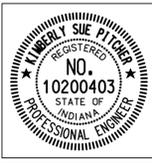
HORIZONTAL SCALE 1"=50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	9 of 18 PROJECT



pitcher - May 14, 2013 - 6:15pm P:\PR50635\ecad\03-7th-Longview_Pymt_Mking_Shts.dwg

NOTE:

- Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
- Contractor shall verify utility locations prior to placing sign post.
- See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: *Lindsey S. Fitcher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

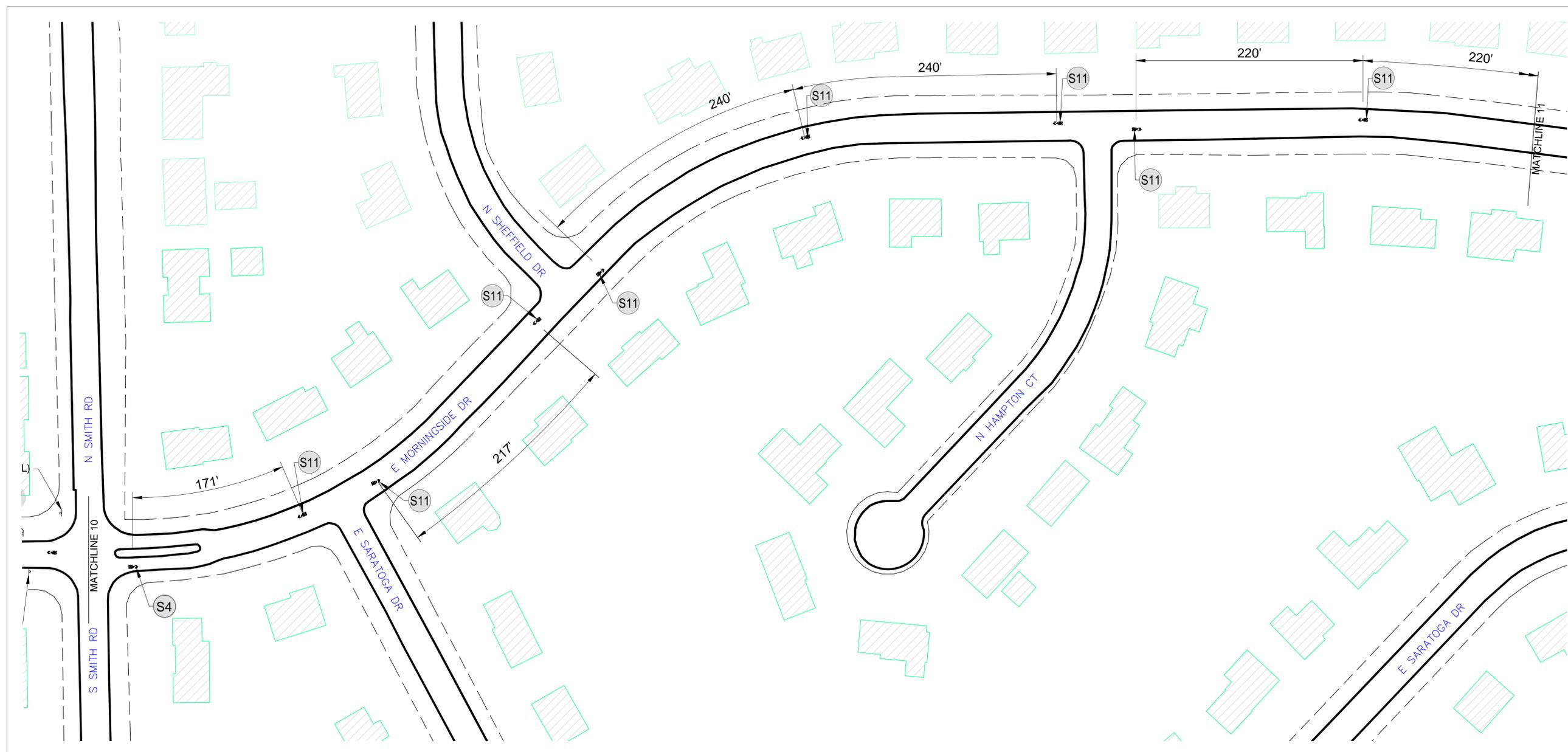
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NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1" = 50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	10 of 18
CONTRACT	PROJECT



pitcher - May 14, 2013 - 6:17pm P:\PR50635\cadd\03-7th-Longview\03-7th-Longview_Pmnt_Mkng_Shts.dwg

NOTE:

1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitscher* DATE: 5/8/13

DESIGNED: JRF DRAWN: JRF

CHECKED: KSP CHECKED: KSP

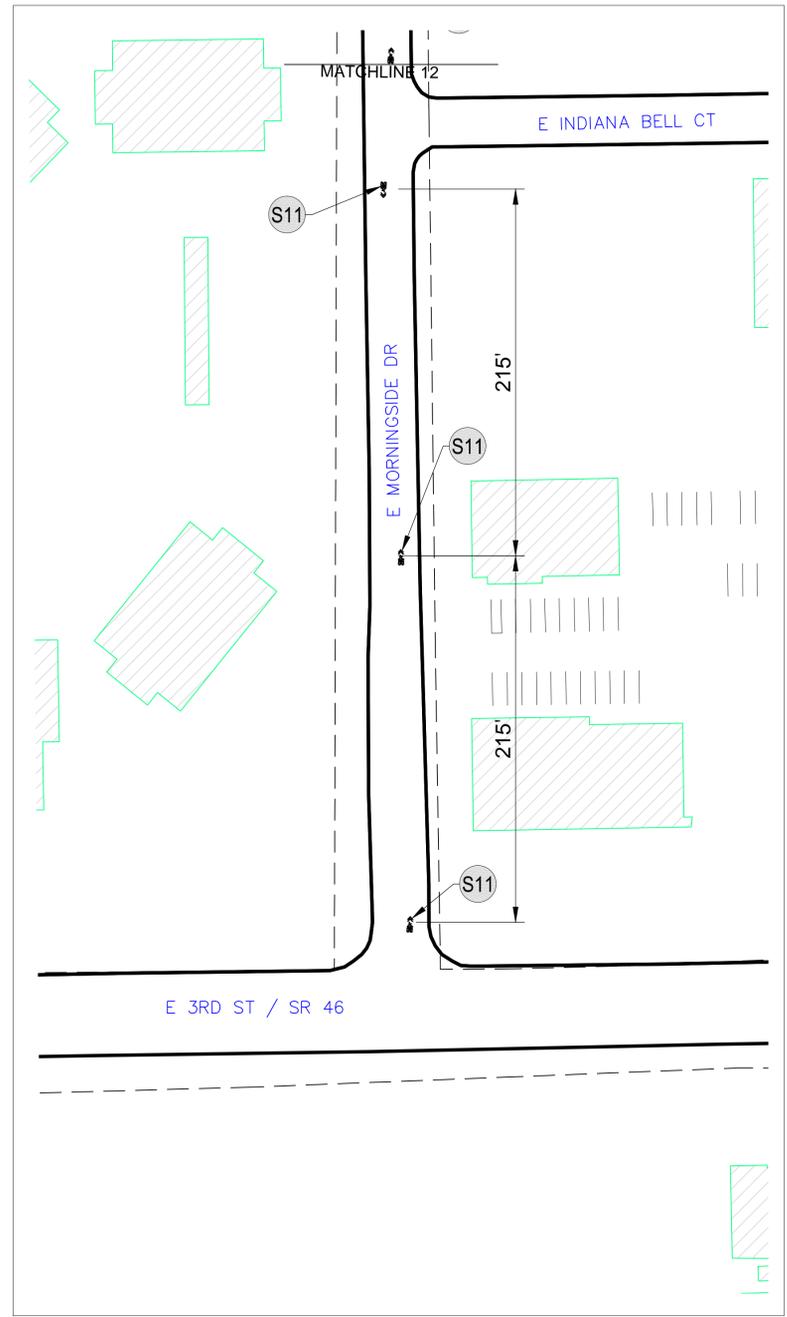
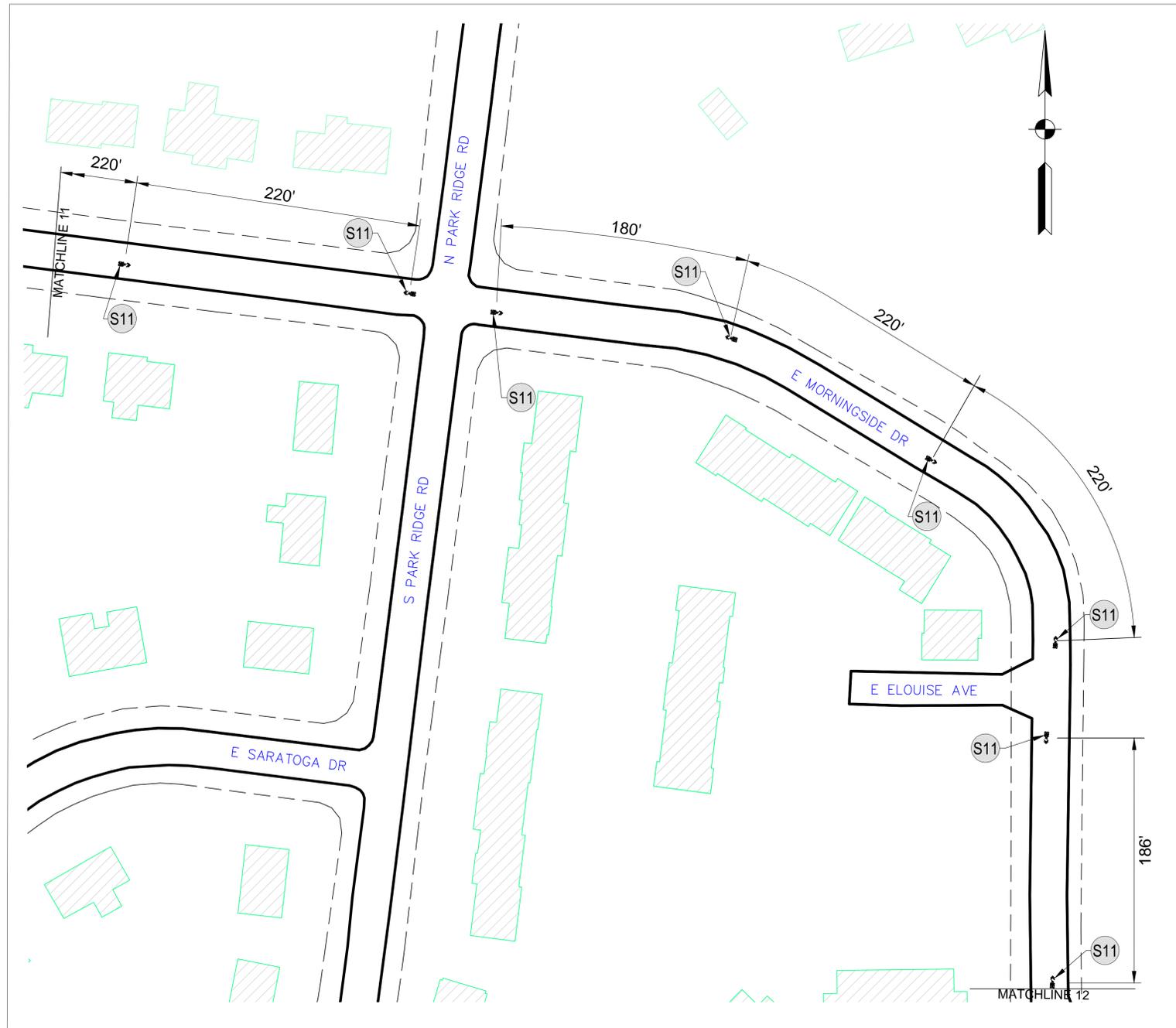
NEIGHBORHOOD GREENWAY/BIKEWAY

7th STREET / LONGVIEW AVENUE

SIGN & PAVEMENT MARKING LAYOUT SHEET

HORIZONTAL SCALE	BRIDGE FILE
1"=50'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	11 of 18
CONTRACT	PROJECT

pitcher - May 14, 2013 - 6:20pm P:\PR50635\ccad\03-7th-Longview\03-7th-Longview_Pymt_Mking_Shts.dwg



NOTE:

1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.

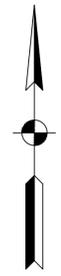
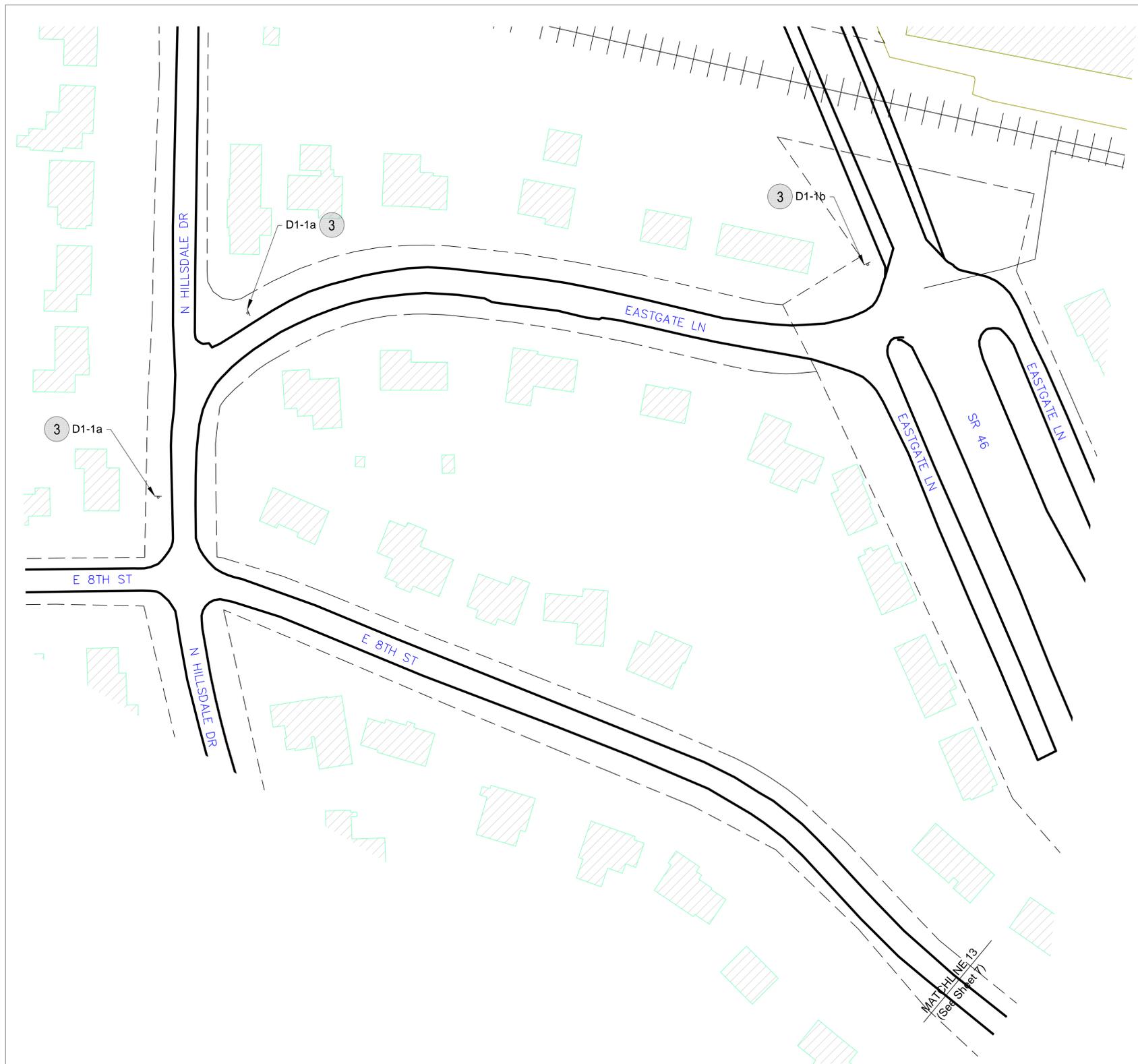


RECOMMENDED FOR APPROVAL: *Lindsey S. Pitcher* DATE: 5/8/13
 DESIGNED: JRF DRAWN: JRF
 CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
7th STREET / LONGVIEW AVENUE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

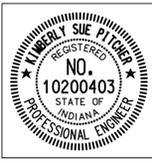
HORIZONTAL SCALE 1" = 50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	12 of 18 PROJECT

pitcher - May 14, 2013 - 6:22pm P:\PR50635\ecad\03-7th-Longview\03-7th-Longview_Pymt_Mking_Shts.dwg



NOTE:

1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.

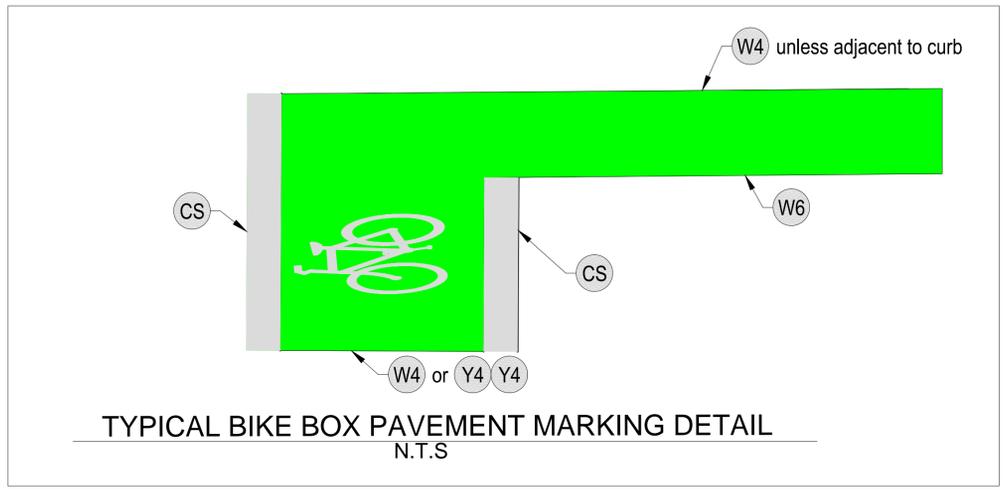
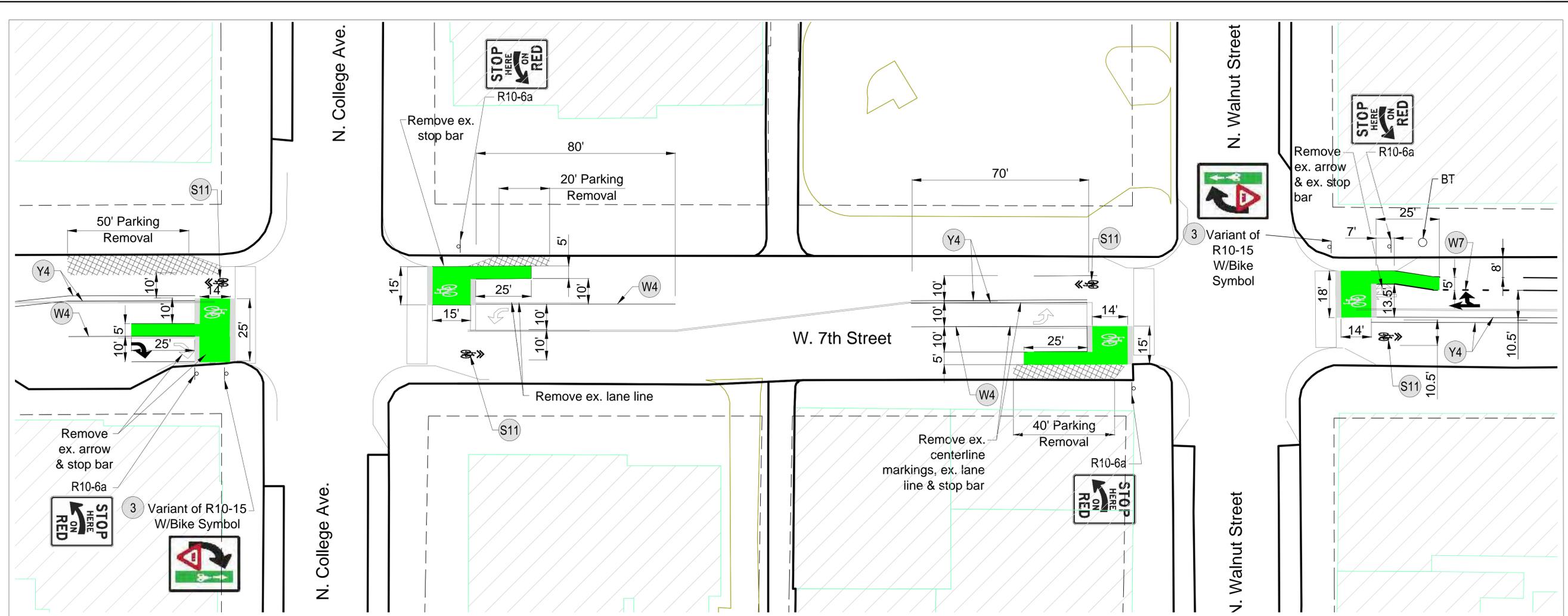


RECOMMENDED FOR APPROVAL: <i>Lindsey S. Fitcher</i> DATE: 5/8/13
DESIGNED: JRF DRAWN: JRF
CHECKED: KSP CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
7th STREET / LONGVIEW AVENUE
 SIGN & PAVEMENT MARKING LAYOUT SHEET

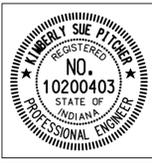
HORIZONTAL SCALE 1" = 50'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 13 of 18
CONTRACT	PROJECT

pitcher - May 15, 2013 - 7:56am P:\PR50635\ecad\03-7th-Longview\03-7th-Longview_College_Walnut_Shts.dwg



NOTE:

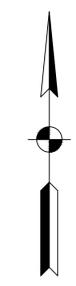
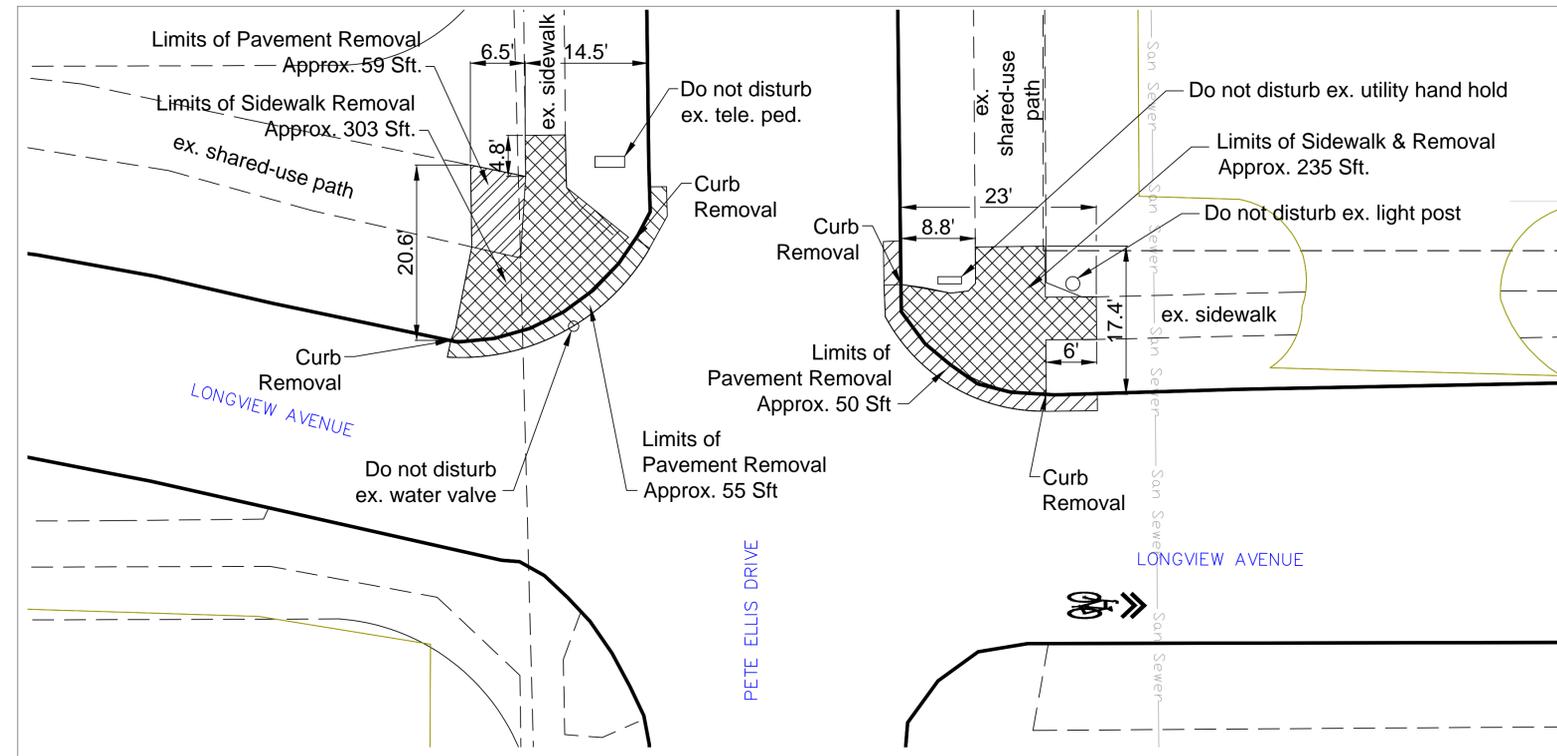
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.
4. Existing field conditions at intersections are different than GIS Data provided by City due to recent construction.



RECOMMENDED FOR APPROVAL: *Lindsey S. Fisher* DATE: 5/8/13
 DESIGNED: KJP DRAWN: JRF
 CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
PAVEMENT MARKING & SIGNING
 COLLEGE AVE. & WALNUT STREET

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 14 of 18
CONTRACT	PROJECT



pitcher - May 14, 2013 - 7:16pm P:\PR50635\cadd\03-7th-Longview\03-7th-Longview_Pete_Ellis_Shts.dwg

NOTE:

- | | |
|--|--|
| 1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD. | 3. See sheet 2 for legend. |
| 2. Contractor shall verify utility locations prior to performing work below existing ground surface. | 4. Contractor shall remove all demolished materials from the site. |
| | 5. Saw cut pavement prior to removal. |



RECOMMENDED FOR APPROVAL: *Kimberly S. Pitcher* DATE: 5/8/13

DESIGNED: KSP DRAWN: JRF

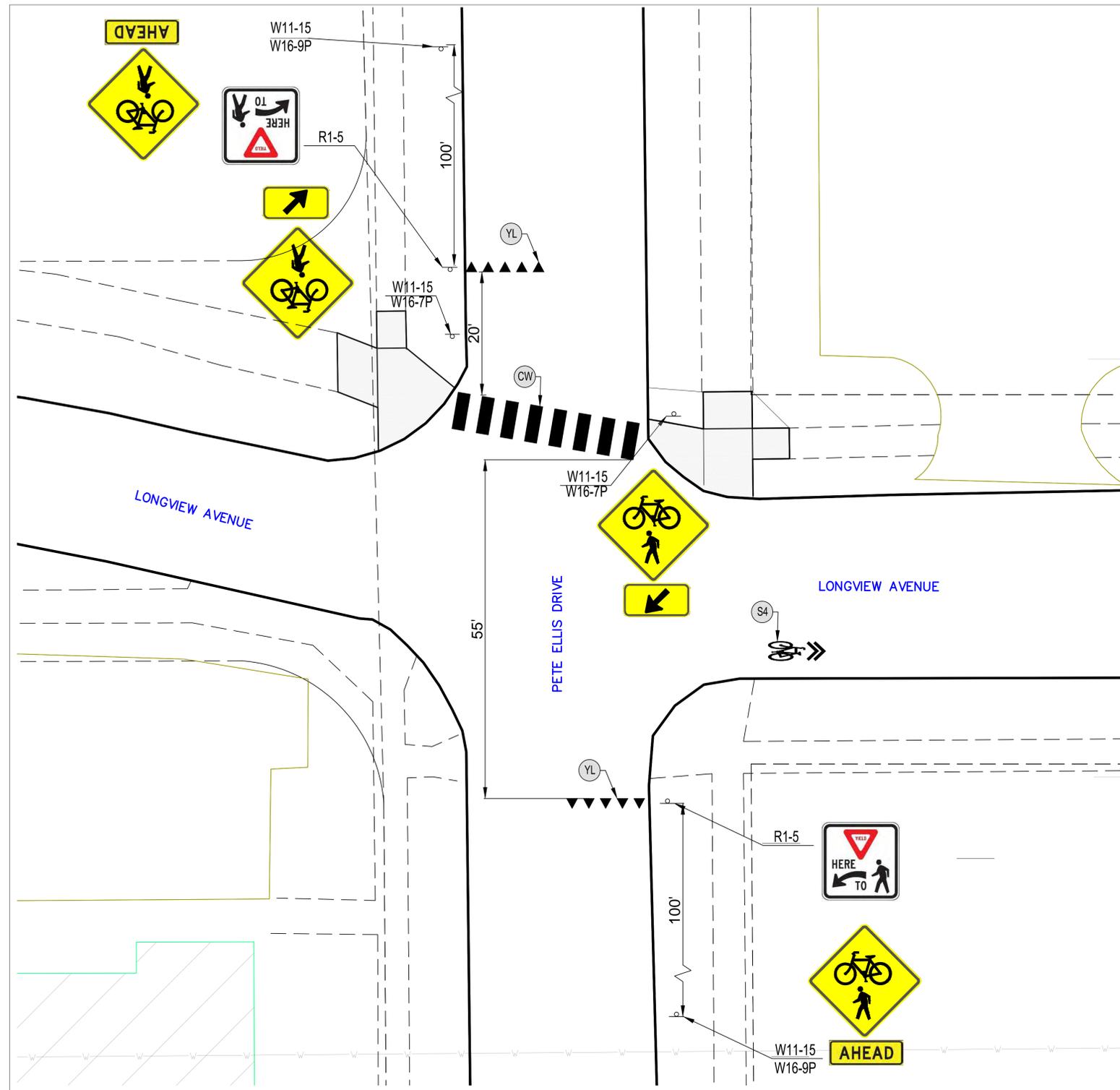
CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY

DEMOLITION PLANS
Longview Avenue & Pete Ellis Drive

HORIZONTAL SCALE	BRIDGE FILE
1"=10'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	15 of 18
CONTRACT	PROJECT

pitcher - May 14, 2013 - 7:18pm P:\PR50635\cadd\03-7th-Longview\03-7th-Longview Pete Ellis Shts.dwg



NOTE:

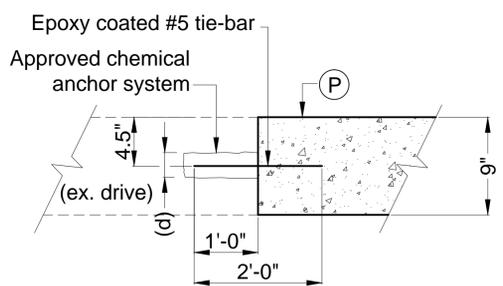
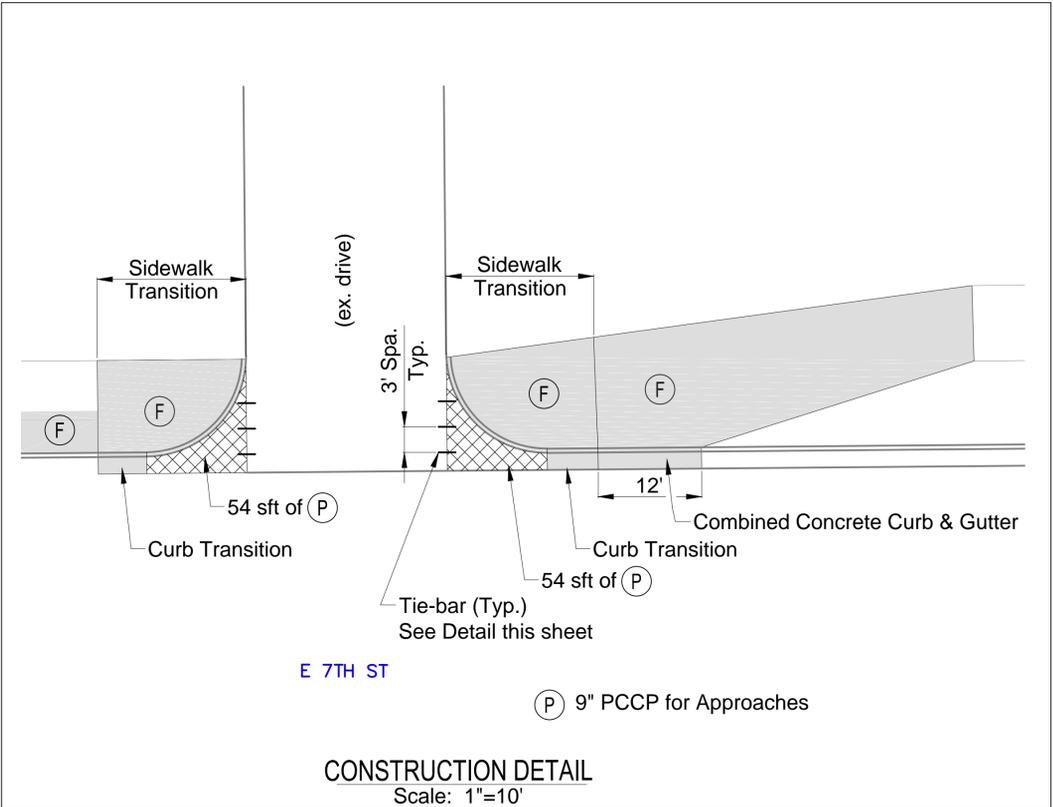
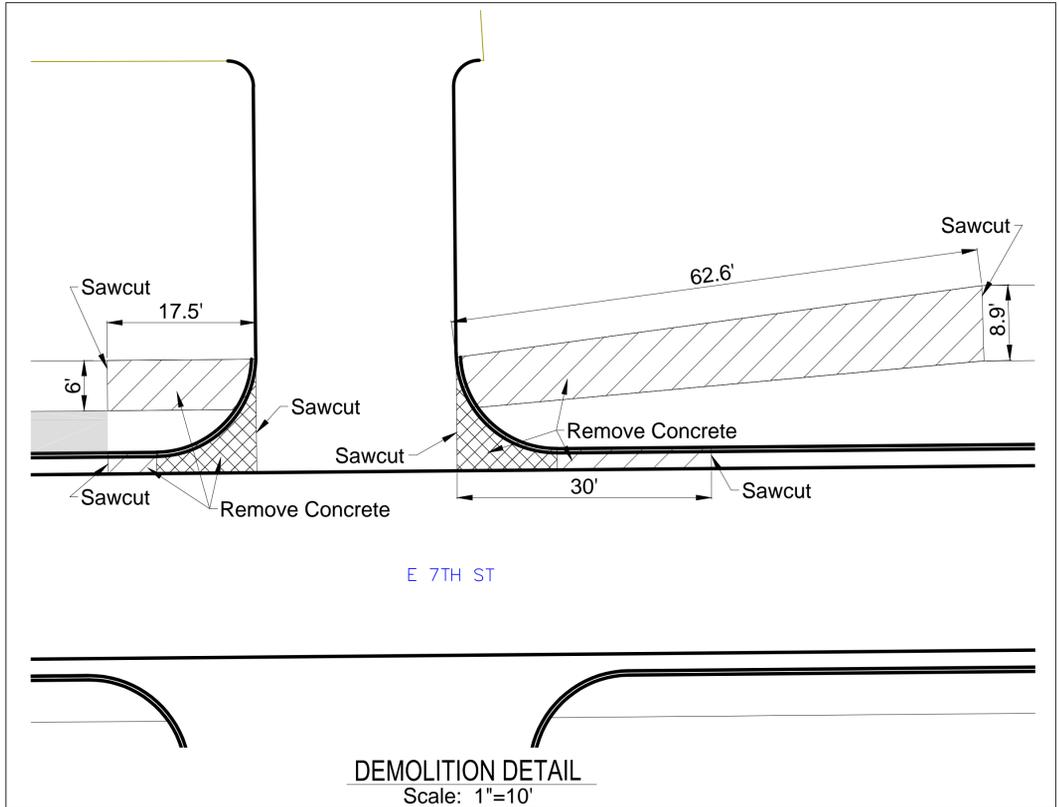
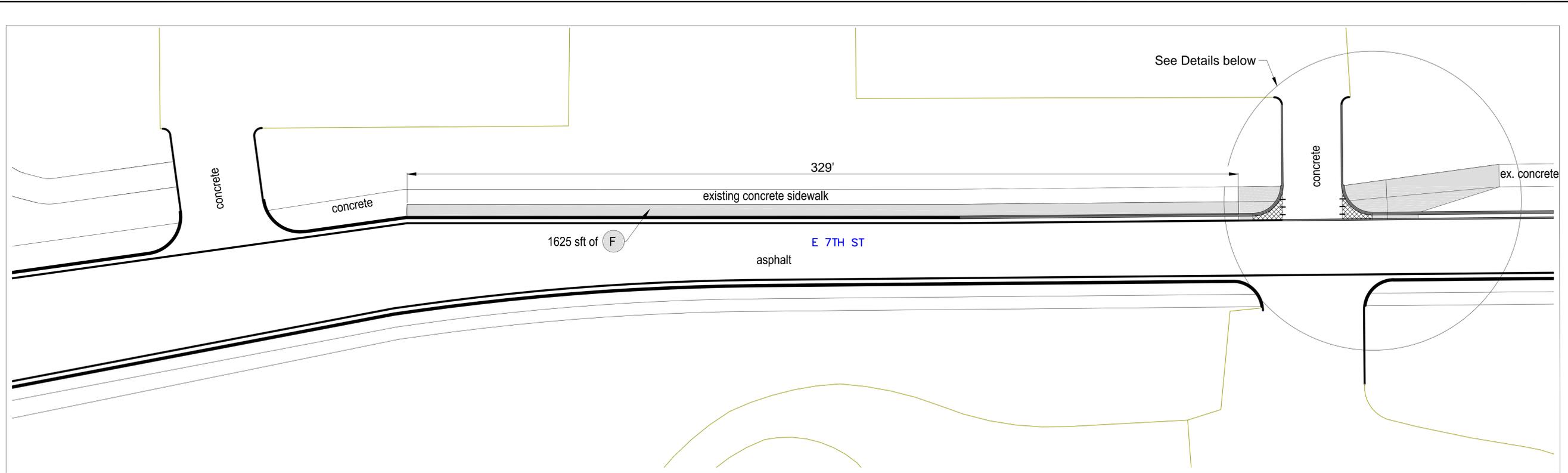
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
2. Contractor shall verify utility locations prior to placing sign post.
3. See sheet 2 for legend.



DESIGNED: KSP DRAWN: JRF
 CHECKED: JLC CHECKED: KSP

NEIGHBORHOOD GREENWAY/BIKEWAY
PAVEMENT MARKING & SIGNING
 Longview Avenue & Pete Ellis Drive

HORIZONTAL SCALE	BRIDGE FILE
1"=10'	
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	17 of 18
CONTRACT	PROJECT



Note:
Diameter of drilled hole (d) shall be in accordance with the chemical anchor system manufacturer's instructions.

RETROFIT TIE-BAR EMBEDMENT DETAIL
N.T.S.

- NOTE:**
1. Pavement markings and signs shall be per INDOT Design Manual and Indiana MUTCD.
 2. Contractor shall verify utility locations prior to performing work below the existing ground surface.
 3. See sheet 2 for legend.
 4. Contractor shall remove all demolished materials from the site.

RECOMMENDED FOR APPROVAL: *Lambert S. Fischer* DATE: 5/8/13

DESIGNED: KSP DRAWN: JRF

CHECKED: JLC CHECKED: KSP



NEIGHBORHOOD GREENWAY/BIKEWAY

DEMOLITION PLAN & CONSTRUCTION DETAIL
SR 46 Bypass & 7th Street

HORIZONTAL SCALE 1"=20'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS 18 of 18
CONTRACT	PROJECT

pitcher - May 14, 2013 - 6:30pm P:\PR50635\ecad\03-7th-Longview_Pymt_Mkng_Shts.dwg



Board of Public Works Staff Report

Project/Event: Permission to Seek Bids for 2013 Pavement Markings

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: June 18, 2013

The City of Bloomington Engineering Department would like to seek bids from interested contractors for pavement markings for 2013.

Pavement marking will be installed at both locations determined by the Bloomington Street Department, as well as at locations shown by the Greenways Implementation Plan.

Staff would like to seek prices and return to the Board of Public Works at the July 16th meeting with a recommendation and results of those bids.

Recommend Approval Denial by

A handwritten signature in black ink that reads "Justin D. Wykoff".