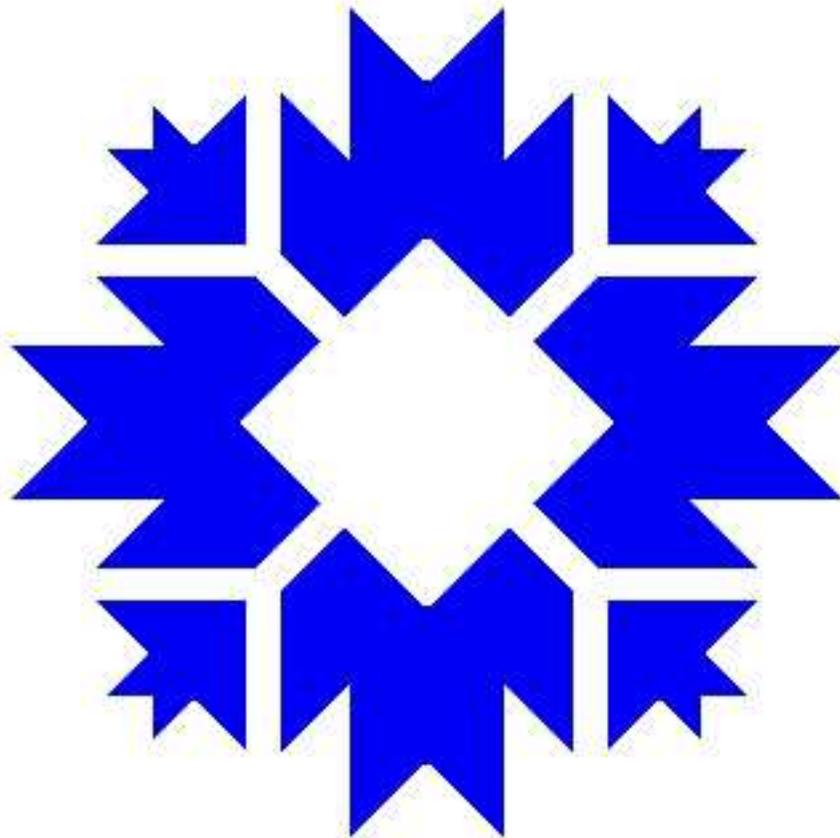


Board of Public Works Meeting

January 28, 2014



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, January 28, 2014 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 – January 14, 2014**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. HEARINGS FOR NOISE APPEAL**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
 - 1. Request to Uphold Order to Remove Unsafe Structure at 435 ½ S. Walnut Street**
 - 2. Resolution 2014-01: Acquire Right of Way for 3rd Street and Jordan Avenue Intersection Improvement Project**
 - 3. Resolution 2014-02: Use of Public Streets for 4th Street Festival of the Arts and Crafts (Friday, 8/29 thru Sunday 8/31)**
 - 4. Resolution 2014-03: Request to Reserve Parking on Kirkwood Avenue for Boys and Girls Club Auxiliary Strawberry Festival (Thursday, 5/8)**
 - 5. Resolution 2014-04: Use of Public Street for an Automobile Show (Saturday, 6/14)**
 - 6. Resolution 2014-05: Request to Encroach into Public Right of Way with Ramp and Awning at 211 N. Walnut Street**
 - 7. Approve Agreement to Use Public Right of Way to Construct The Crest Apartment Complex at 701 N. Walnut Street**
 - 8. Request from Indiana University to Close the Intersection of E. 12th Street and N. Woodlawn Avenue to Relocate Utilities for the Woodlawn Phase 1 Project**
 - 9. Resolution 2014-06: Agreement with South Central Community Action Program (SCCAP) Regarding the Distribution of City Trash Stickers**
 - 10. Request to Seek Quotes for the Construction of the Maxwell Lane Sidewalk Project**
 - 11. Request to Seek Quotes for Materials for the Regulatory Sign Replacement Project**
 - 12. Award Consultant Services Contract for 17th Street Sidewalk Project**

13. Award Consultant Services Contract for Kinser Pike Sidewalk Project

14. Award Construction Contract for the 3rd Street and Washington Street Traffic Signal Improvements Project

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, January 14, 2014 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson – Director of Public Works
Mike Arnold – HAND
Norman Mosier - HAND
Chris Smith – Public Works
Laurel Waters – Public Works

Hrisomalos made a motion to nominate as President, Charlotte Zietlow, and Vice President, James McNamara for the year 2014. Frank Hrisomalos will be the third member which Charlotte stated she believed would be secretary. James McNamara seconded the motion. Charlotte graciously accepted. Motion passed. Officers chosen as stated. Charlotte added she appreciated the confidence shown.

**ELECTION OF
OFFICERS**

Hrisomalos wished everyone a Happy New Year.

**MESSAGES FROM
BOARD MEMBERS**

McNamara stated that once again he was impressed by the Street Department. McNamara stated he did have occasion to be out and about on the roads and if he heard one thing it was "its okay in the City." Zietlow seconded the comment, as did Hrisomalos. Thanks to all who kept the roads clear.

McNamara made a motion to approve minutes from December 17, 2013. Hrisomalos seconded the motion. Motion passed. The minutes from December 17, 2013 approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

Norman Mosier, HAND, introduced himself. He requested abatement for a brush pile on the property at 1409 South Lincoln. Mosier added the owner has refused to remove this brush pile.

**TITLE VI
ENFORCEMENT
1409 S. Lincoln Street**

McNamara asked if there has been any interaction with the owner. Mosier stated there has been interaction when tickets were posted on his property. He was very resistant to being issued a ticket. The

owner came into HAND to complain about being cited, and indicated he was not going to clean it up.

McNamara made a motion that Title VI violation at 1409 S. Lincoln be abated. Hrisomalos seconded the motion. The motion passed. Permission to abate granted.

None

**HEARINGS FOR NOISE
APPEALS**

None

OLD BUSINESS

NEW BUSINESS

Mike Arnold, HAND introduced himself. Arnold stated Bloomington Fire Department notified HAND of the property at 1702 W. 8th Street on December 23, 2013. HAND was notified of a collapsed wall. Approximately half the wall on the west side has collapsed and the sewer main was broken from the damage that occurred. HAND is required, when an Emergency Order To Vacate is issued, to bring it to the next Board of Public Works meeting. It is up to the Board to make a decision to uphold the Order or not. HAND requested the Order to Vacate be upheld and the house remain vacated until repairs can be made. Arnold added the owner, Fatih Akin, has applied to the Monroe County Building Department for a Building Permit.

**Request Permission to
Uphold Order to Vacate
and Repair Unsafe
Structure at 1702 W. 8th
Street**

Hrisomalos asked if the tenants will stay in the house. Arnold stated HAND is asking that no one stay in the house until the wall and sewer line are repaired. Hrisomalos asked if Mr. Akin has agreed to this. Arnold stated the owner has had the property vacated. Arnold stated HAND is asking that the Board uphold the order and that the structure stay vacated until it is repaired.

Teresa Mobley, tenant at 1702 introduced herself. She stated they had moved into this house three weeks before this happened. Since this happened she and her family have been in limbo and Mr. Akin acts like he does not care. She says they do not know day to day what they are too do. They have lost so much. She felt the Order should be upheld, but that a limit be set on the time he has to fix the house. They have not been allowed to go in to get their clothes.

Zietlow stated she was very sorry that she has to live through this.

Hrisomalos asked if they had signed a lease. Ms. Mobley stated she had.

Zietlow felt the lease would state the place must be habitable.

Hrisomalos stated it was his understanding the landlord must provide alternative housing. Mobley stated Mr. Akin is not doing that.

Hrisomalos stated he thought the insurance policy would require it. Ms. Mobley stated there is no insurance.

Mike Arnold explained there are no guidelines for putting a timeline on an Emergency Order to Vacate, but would get with City Legal to see what might be done. As far as providing housing, because of the lease, this is a landlord/tenant issue and something HAND cannot help with.

Hrisomalos asked where they are staying now. Mobley stated they are staying at the Comfort Inn for the next two days, and after that she didn't know.

Zietlow suggested they talk to the Bloomington Trustees. Arnold stated they could give them the information they need for Legal Services.

McNamara made a motion that the Order to Vacate and Repair the property at 1702 West 8th Street be upheld. Hrisomalos seconded the motion. The motion passed. Order to Vacate and Repair upheld.

Zietlow asked about the housing code. Arnold stated these properties are inspected and he passes the minimum required during inspections.

Mike Arnold stated Board of Public Works has seen this property before for Orders to Repair and to Remove the structure in the back. Permission was given to notify by public publication, and then permission to seek bids. A bid has been received from Clark Excavating for an amount of \$8577. This includes removal of the structure and to repair the fence. HAND requested that the Bid be approved so work could move forward in securing this property. Zietlow asked if the property was vacant. Arnold stated this property has been vacant for probably 10 years. Arnold explained this will take a lot of bush hogging and tree removal to gain access to the back of the property. There are two separate amounts, one is to address the access and removal and the other is to repair the fence. Arnold explained the fence would normally not be repaired but because there is an abandoned pool on the property and there are small children that live in the neighborhood the fence repair has been requested. This will keep the backyard sealed to prevent kids from getting into the pool.

**Request Permission to
Accept Bid to Repair and
Remove Unsafe Structure
at 207 S. Meadowbrook
Drive**

Total bid with the 10 % contingency is \$8577.80.

Zietlow asked if this will take care of this property or will it need to be revisited at some point. Arnold stated it will probably need to be revisited at some point because the roof is beginning to fail.

McNamara made a motion to accept the bid from Clark Excavating in the amount of \$8,577.80 to repair and remove the unsafe structure at 207 South Meadowbrook Drive. Zietlow asked if this should include a not to exceed amount which Arnold stated 10% over the bid has been added which is how these are normally bid. Hrisomalos seconded the motion. The motion passed. Bid accepted.

Johnson wanted to echo what the Board had said about the Street Department and the great work that they did over the weekend of the storm. Johnson mentioned too that the City's Fleet Maintenance Department is in and works the same amount of hours that the guys and gals at the Street Department do to keep those vehicles up and running and on the roads. Without Fleet it would not be possible to do the work that is done in keeping the roads clear. McNamara stated that was an excellent point. Zietlow added she felt there would be a lot of street repair in the spring as this weather is so hard on the streets.

McNamara made motion to approve claims. Hrisomalos seconded the motion. Claims approved.

McNamara made a motion to adjourn the meeting. Hrisomalos seconded. The meeting adjourned at 5:55 p.m.

**STAFF REPORTS &
OTHER BUSINESS**

**APPROVAL OF
CLAIMS**

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 28 January 2014

Petition Type: Uphold Order to Remove

Address: 015-02360-00 Seminary Pt Lot 72; commonly known as 435½ S. Walnut St.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 20 December 2013 Complaint regarding unsafe structure
23 December 2013 Sent Order to Repair
16 January 2014 Order to Remove sent

Housing and Neighborhood Development (HAND) received a complaint regarding a structure with holes in the roof. A drive by inspection found that the building at 435½ S. Walnut St. did have holes in the roof. This is a vacant structure that had been ordered sealed after a fire in 2011.

This structure was initially issued an Order to repair on 23 December 2013. Lisa Abbott, HAND Director, had a conversation with the owner and the City of Bloomington Planning Department, and the decision was made to upgrade to Order to Remove. The Order to Remove was issued on 16 January 2014.

Title 17 of the Bloomington Municipal Code requires a hearing for an Order to Remove be heard by the Board of Public Works. HAND is asking the Board to uphold this Order to Remove with a deadline of 31 January 2014 for filing for a demolition permit and a deadline of 01 May 2014 for removal of the structure.

Attachments: Orders, Pictures





City of Bloomington
Housing and Neighborhood Development

January 17, 2014

Geoffrey M. Grodner
Mallor Grodner
511 Woodcrest Drive
Bloomington, IN 47401

Re: 435 1/2 S. Walnut Street

Dear Geoff:

Enclosed please find Orders to Remove for the structure located at 435 1/2 S. Walnut Street. As we discussed, this property is structurally unsound and a public nuisance and it is in the best interest to have the structure removed. I have discussed this action with the Planning Department and, as this is being required under the City's Unsafe Building Ordinance (Title 17), redevelopment requirements under the Unified Development Ordinance (Title 20) will not be required at this time provided the following conditions are met:

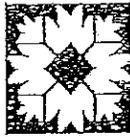
1. The structure must be removed as required in the enclosed Orders to Remove and Notice of Violation Inspector's Report; and
2. The property must not be used for any activity, including parking. My understanding from our conversation of yesterday is that this property is already closed off to passive use by the owners. This barrier will need to be maintained.

If you have any questions, please feel free to contact me at the number on this letterhead.

Sincerely,

Lisa Abbott
Director

Enc.



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

16 January 2014

C. Raymond Bartlett, Jr. Trust
430 S. Washington St..
Bloomington IN 47401

Re: 015-02360-00 Seminary Pt Lot 72; commonly known as 435½ S. Walnut St.

Dear C. Raymond Bartlett, Jr. Trust,

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5, issues this Order to Remove. When it issues such an order, the City is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 31 January 2014 to gain a permit for demolition to remove the structure and 01 May 2014 for the structure located at the above referenced address to be removed.

A hearing will be held on this matter on 28 January 2014 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

If you fail to remove what is required in accordance with this Order, the following may occur:

1. The City may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. The City may fulfill the obligations of the Order to Remove itself.
3. If the City has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.
4. If any assessed costs remain unpaid, the City shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to the City written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

If you have any questions concerning this Order to Remove, please, do not hesitate to contact me at (812) 349-3420.

I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.

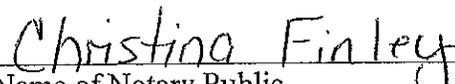


Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

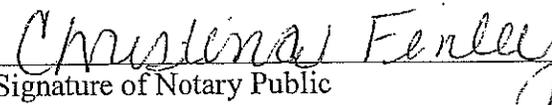
State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 16th day of January 2014.





Name of Notary Public



Signature of Notary Public

Monroe

Notary Public's County of Residence

4-9-15

Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **16 January 2014**

Person(s) NOV issued to: **C. Raymond Bartlett, Jr. Trust**

Date violation discovered: **20 December 2013**

Location/address of violation: **015-02360-00 Seminary Pt Lot 72; commonly known as 435½ S. Walnut St.**

Nature of violation/code provision violated: **Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

Per a Housing and Neighborhood Development Complaint Inspection conducted on December 20, 2013, the above noted structure has been declared unsafe for the following reasons: (1) it is in an impaired structural condition that makes it unsafe to a person or property; (2) it is dangerous to person or property because of the above-referenced ordinance and state code violations and (3) it is a public nuisance. Because the above-referenced structure is unsafe the property owner has been ordered to remove the structure and the following steps shall occur:

1. A permit for removal of the structure shall be applied for by 31 January 2014 through the Monroe County Building Department and the City Planning Department for the work necessary to bring this property and structure into compliance with this Order;
2. The unsafe structure shall be removed as well as all debris associated with this structure, including the main framing of the structure;
3. Properly backfill the foundation, crawl space or basement as needed and;
4. HAND shall be notified when work is completed at this location.

No work shall commence until such time as all local building permits have been received.

Once the required repairs have been made, please call Housing and Neighborhood Development (HAND) so an inspection can be done to determine compliance.

Relevant Code Citations

BMC § 17.16.020 adopts Indiana Code §§ 36-7-9-1—36-7-9-28 by reference. Indiana Code § 36-7-9-4, Unsafe building and unsafe premises described, states in section (a) “For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; considered an unsafe building.

BMC § 17.16.040 (f) states, in part, “Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;
- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.



Board of Public Works Staff Report

Project/Event: Action Regarding the Purchase of Right of Way for the 3rd Street and Jordan Avenue Intersection Improvement Project

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: January 28, 2014

The City of Bloomington Engineering Department has been working with the City of Bloomington Street Department to make improvements to the intersection of 3rd Street and Jordan Avenue.

This project will make improvements to the traffic signal to meet current American's with Disabilities Act (A.D.A.) requirements as well as improvements to the pedestrian walkways throughout the intersection including accessible ramps.

There are currently 3 parcels of property that will require permanent and/or temporary right away adjacent to the intersection to complete this project.

Recommend **Approval by Justin Wykoff**

RESOLUTION 2014-01
BOARD OF PUBLIC WORKS
3RD STREET AND JORDAN AVENUE INTERSECTION PROJECT
RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to make improvements to the traffic signal and construct new accessible sidewalks and ramps at the intersection of 3rd Street and Jordan Avenue (the “Project”) in Bloomington, Indiana; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

Approved this ____ day of _____, 2014.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Charlotte Zietlow

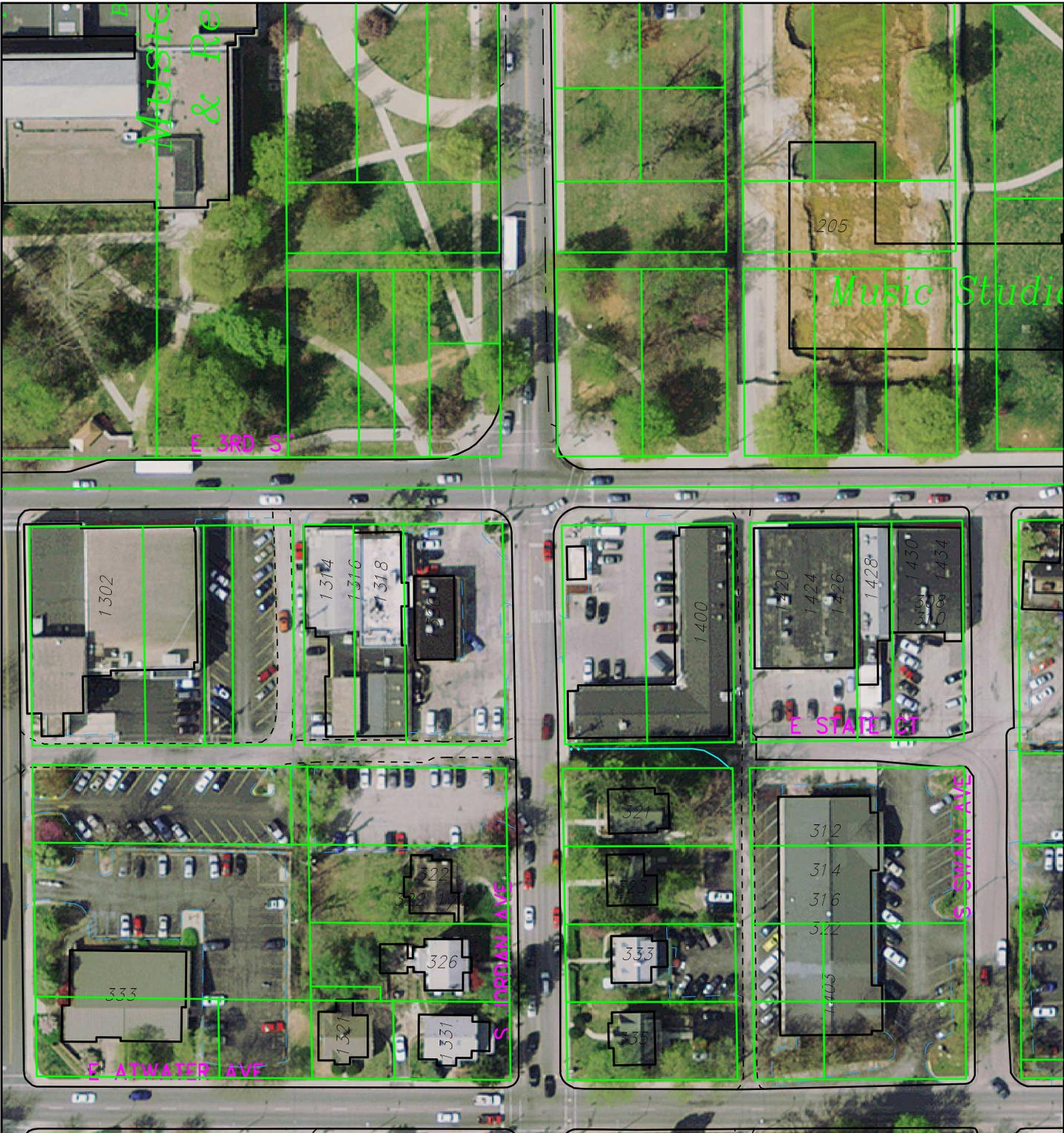
James McNamara

Dr. Frank N. Hrisomalos

Attachment 'A'

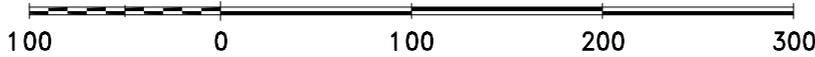
PROPERTY OWNERS AT 3RD STREET AND JORDAN AVENUE INTERSECTION

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	Crane Associates, LLC	1320 East 3rd Street
Parcel 2	Van Hoy Properties, LLC	1400 East 3rd Street
Parcel 3	Trustee's of Indiana University	200 North Jordan Avenue
Parcel 4	Trustee's of Indiana University	205 North Jordan Avenue



3rd Street and Jordan Avenue Intersection Area Map

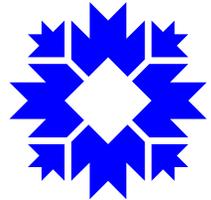
By: wykoffj
21 Jan 14



For reference only; map information NOT warranted.



City of Bloomington
Engineering



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: 4TH Street Festival of the Arts and Crafts

Petitioner/Representative: 4th Street Festival

Staff Representative: Miah

Meeting Date: January 28, 2014

The annual 4th Street Festival of the Arts and Crafts wishes to request the closure of Fourth, Grant and Dunn Streets Friday, August 29 through Sunday, August 31 for this year's festival which will be August 30 and 31.

The closure of Dunn Street has proved to be a great boon to the festival, allowing the event to "stretch out" and accommodate the growing crowds.

BPD & BFD continue to have no objection to the larger festival footprint. The businesses in that area have been contacted by festival organizers, and they have no objections.

The 4th Street Festival of the Arts and Crafts is the single largest arts event in the city, serves to officially "kick off" the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants and retail.

Staff supports the request.

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

RESOLUTION 2014-02
4TH STREET FESTIVAL OF THE ARTS AND CRAFTS

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

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

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

WHEREAS, 4th Street Festival, Inc., has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 5:00 p.m. on Friday, the 29th day of August, 2014 until 12:00 midnight on Sunday, the 31st day of August, 2014, so that the 4th Street Festival, Inc., can have control over the streets for the purposes of providing an outdoor art show of high quality that is mutually beneficial to the artists and the community; and

WHEREAS, 4th Street Festival, Inc. has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding 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 4th Street Festival, Inc.'s negligent act(s) or failure to act or those of its agents in using the City of Bloomington's property, as described above, for said event a copy of which is attached hereto and made a part hereof and to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that 4th Street, between Lincoln and Indiana; Grant Street, between Kirkwood and Third Streets; and Dunn Street between Kirkwood and Third will be temporarily closed to traffic and parking from 5:00 p.m. on Friday, the 29th day of August, 2014 until 12:00 midnight on Sunday, the 31st day of August, 2014.
2. That the street closures outlined above are for the purposes of allowing the 4th Street Festival, Inc., to provide an outdoor art show of high quality that is mutually beneficial to the artists and the community on Saturday, August 30, 2014 and Sunday, August 31, 2014.
3. That artists, performers, craftspersons and vendors who have not received explicit authorization from the Committee, or their representatives or agents, to participate in the 4th Street Festival of the Arts and Crafts, shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That 4th Street Festival, Inc. shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
5. That 4th Street Festival, Inc. shall be responsible for placement and removal of barricades. 4th Street Festival, Inc. is responsible for contacting the City of Bloomington Engineering Department for

RESOLUTION 2014-02

instructions on the type of and placement of said barricades. 4th Street Festival, Inc. agrees to obtain at its own expense and place barricades to close the street, not before 5:00 p.m. on Friday, the 29th day of August, 2014 and to remove barricades by midnight on Sunday, August 31, 2014.

6. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by midnight on Sunday, August 31, 2014.
7. 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 sound and music may be played during the hours of the event.
8. 4th Street Festival, Inc. shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
9. 4th Street Festival, Inc. shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the 4th Street Festival of the Arts and Crafts, a copy of which 4th Street Festival, Inc. agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;
10. 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.
11. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

Fourth Street Festival, Inc.:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, 4th Street Festival, Inc., (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 portions of 4th Street between Lincoln Street and Indiana Avenue, Grant Street between Kirkwood Avenue and Third Street, and Dunn Street between Kirkwood Avenue and Third Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the 4th Street Festival of the Arts and Crafts, on RELEASEE'S property with set up beginning at 5:00 p.m. on Friday, August 29, 2014, and with tear down and clean up ending on Sunday, August 31, 2014, by 12:00 midnight; 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

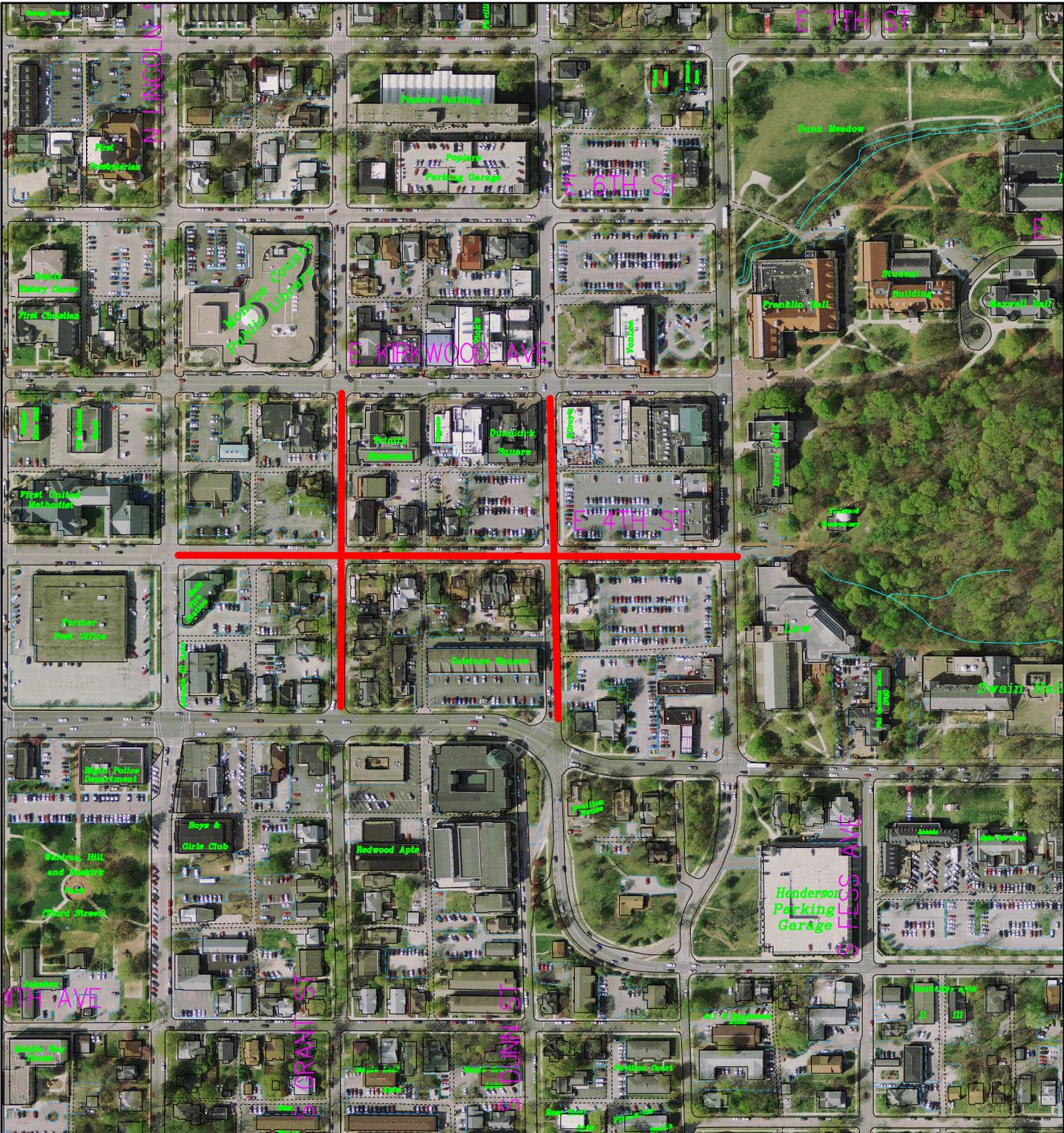
4th Street Festival, Inc.

Board of Public Works Officer

Date

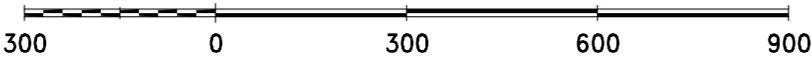
Date

Resolution 2014-02

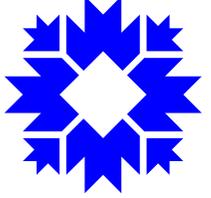


4th Street Festival of the Arts and Crafts

By: smithc
24 Jan 13



City of Bloomington
Public Works



Scale: 1" = 300'

For reference only; map information NOT warranted.



City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS STAFF REPORT

Meeting Date: January 28, 2014

Subject: Parking for Strawberry Festival

Staff Member: Miah Michaelson

Report: The Boys and Girls Club Auxiliary will hold the 28th annual Strawberry Festival on the Court House Lawn on Thursday, May 8. As in the past, they have requested to reserve 7 parking spaces on the west end of the block adjacent to the Court House for the ice cream truck and the volunteers that need to unload supplies throughout the day. The spaces would be reserved from 5:00 a.m. until 4:00 p.m. for their use.

Recommendation: Approval

RESOLUTION 2014-03
Strawberry Festival

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

WHEREAS, the Bloomington Boys' and Girls' Club Auxiliary is desirous of using seven parking spaces on Kirkwood on the southwest corner of the Monroe County Courthouse to park a truck and other vehicles in conjunction with the annual Boys' and Girls' Club Strawberry Festival to be held on the Courthouse lawn; and,

WHEREAS, the Bloomington Boys' and Girls' Club Auxiliary 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 and to supply the City with a certificate of insurance which names the City as an additionally insured; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that seven parking spaces on Kirkwood between Walnut and College Streets be temporarily closed to parking from 5:00 a.m. to 4:00 p.m. on Thursday, May 8, 2014.

1. The Bloomington Boys' and Girls' Club Auxiliary agrees to post "no parking" signs on parking meters at least 24 hours in advance of the use of the parking spaces. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
2. The Bloomington Boys' and Girls' Club Auxiliary will be responsible for removing all trash and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 4:00 p.m. on Thursday, May 8, 2014.
3. 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 sound and music may be played during the hours of the event.

Adopted this 28th day of January, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions contained in this resolution 2014-XX and agreement are acceptable and agreed to for the Bloomington Boys & Girls Club Auxiliary:

Signature

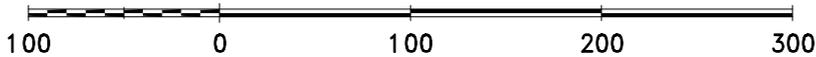
Printed Name and Position

Date

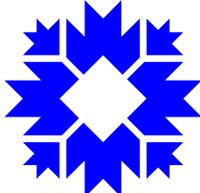


Strawberry Festival

By: smithc
24 Jan 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Use of S. Auto Mall Road for Automobile Show

Petitioner/Representative: Curry Auto Center

Staff Representative: Miah

Meeting Date: January 28, 2014

Curry Auto Center is requesting closure of a section of S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road on Saturday, June 14, 2014 from 10:00 a.m. – 2:00 p.m. for an automobile show. Events will include viewing of vintage and other specialty automobiles, food trucks, and other street festival activities. The event is open to the public.

Event planners have contacted adjacent businesses, and they are supportive of the event. Access to businesses such as Pier One and Goodwill will be maintained through the event.

Staff recommends approval.

Recommend **Approval** **Denial by** Miah Michaelsen

**RESOLUTION 2014-04
AUTOMOBILE SHOW**

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 special events; and

WHEREAS, Curry Auto Center (“Curry”) is desirous of using S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road for an automobile show on Saturday, June 14, 2014 from 10:00 a.m. – 2:00 p.m.; and,

WHEREAS, Curry has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding 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 Curry's negligent act(s) or failure to act or those of its agents in using the City of Bloomington's property, as described above, for said event a copy of which is attached hereto and made a part hereof and to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road shall be temporarily closed to traffic and parking, beginning at 10:00 A.m. until 2:00 p.m., on Saturday, June 14, 2014, for the purpose of hosting an automobile show, operating food and drink booths and to providing entertainment including live bands for the general public.
2. That Curry shall post "No Parking" signs on parking spaces 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 Curry shall be responsible for placement and removal of barricades. Curry is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Curry agrees to obtain at its own expense and place barricades to close the street, not before 10:00 a.m. and to remove barricades by 2:00 p.m. on Saturday, June 14, 2014.
4. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 2:00 p.m. on Saturday, June 14, 2014.
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 sound and music may be played during the hours of 10:00 a.m. and 2:00 p.m. on Saturday, June 14, 2014.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for

RESOLUTION 2014-04

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 _____, 2014.

BOARD OF PUBLIC WORKS:

CURRY AUTO CENTER:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Curry Auto Center, (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 S. Auto Mall Road from E. Buick Cadillac Road to 845 S. Auto Mall Road which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring an automobile show on RELEASEE's property with set up beginning at 10:00 a.m., teardown ending by 2:00 p.m., on Saturday, June 14, 2014; 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

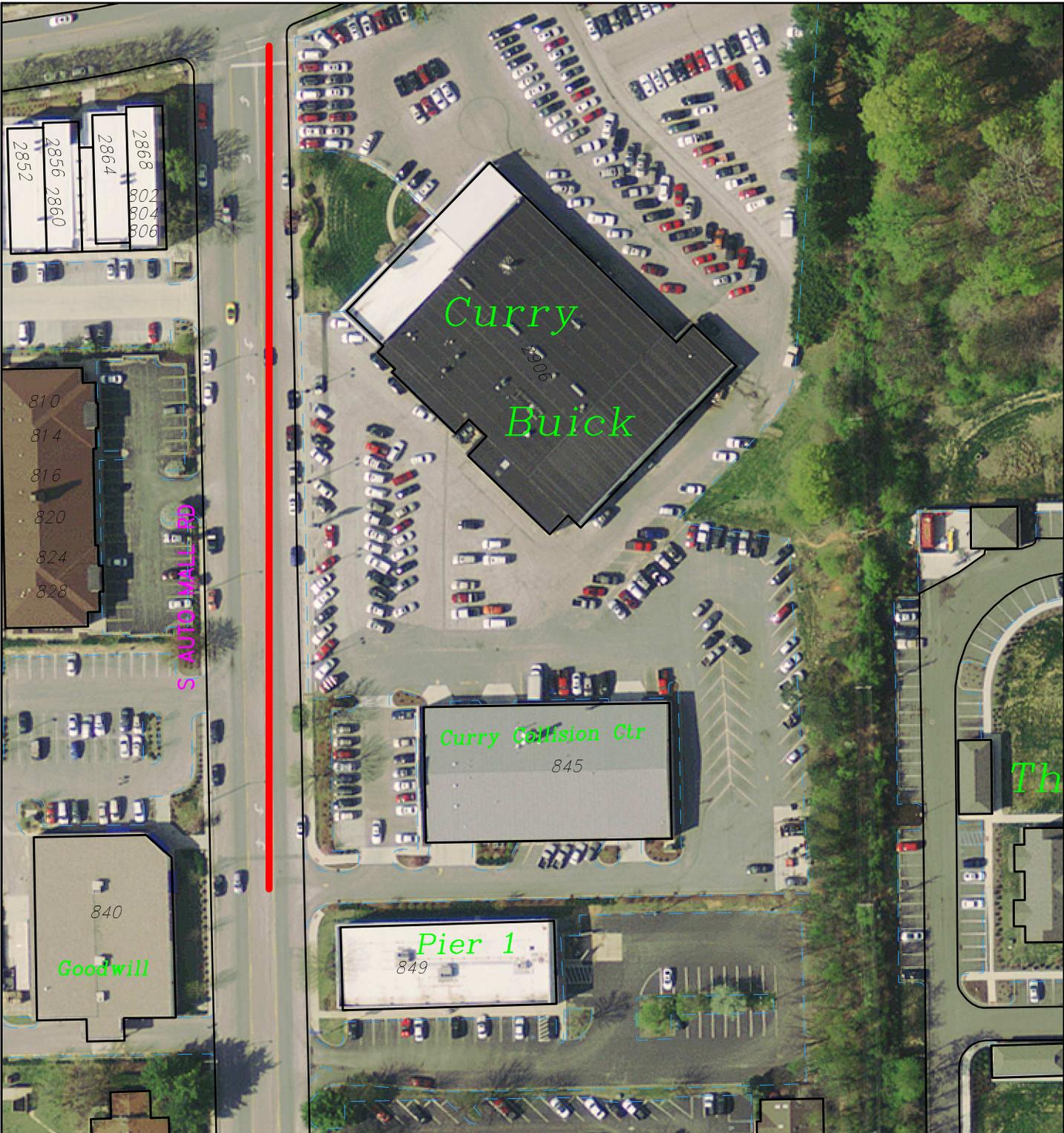
Curry Auto Center

Board of Public Works Officer

Date

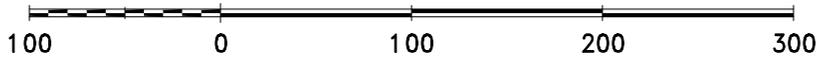
Date

RESOLUTION 2014-04



2014 Automobile Show

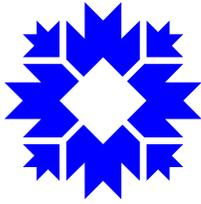
By: smithc
24 Jan 14



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Request to allow ramp and install awning in public right of way at 211 N. Walnut Street

Staff Representative: Rick Alexander

Petitioner/Representative: Chris Fredrickson

Date: January 28th, 2014

Report: Mr. Fredrickson is opening a new restaurant at 211 North Walnut Street. He would like to install a canopy over the entryway. The canopy would extend over the right of way and requires the Board's approval. There is already an ADA approved ramp at the entrance. Public Works staff spent a lot of time researching the ramp but could not find an encroachment agreement that covered the ramp. So, it has been added to this agreement.

Recommendation and Supporting Justification: The business will have to apply for a sign permit prior to installing a canopy and the Planning staff would not approve the permit without the Board's approval. County Building inspectors would require an ADA access point too. Since it is already in place, but without permission, this is the time to make it official. This resolution would then trump any old resolution that might have covered the ramp installation while also allowing the canopy's installation. Staff recommends approval.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2014-05
Encroachments at 211 N. Walnut Street

WHEREAS, Christopher Swanson, (“Owner”) owns the real property located at 211 North Walnut Street; and

WHEREAS, the Owner intends to lease the property for the purpose of opening a restaurant; and

WHEREAS, an access ramp and railing to the entrance, also in the public right of way, exist; and

WHEREAS, the Owner’s tenant would prefer to have a canopy over the ramp and entry; and

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

WHEREAS, Owner has agreed to execute the “Release, Hold Harmless and Indemnification Agreement”, which is attached hereto and made a part hereof, regarding the use of the City of Bloomington’s property.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against the Owner for the installation of the canopy and maintenance of the ramp and railing provided that:

1. Owner may install and maintain a canopy that extends approximately forty-four inches (44”) from the building front over the public right of way for a length of approximately two hundred sixty-six inches (266”). Canopy will be supported from the building without additional supports onto the sidewalk and will be a minimum of eight feet (8’) above the sidewalk.
2. Owner agrees to maintain the canopy and to keep it safe and attractive.
3. The existing ramp and railing may remain in place provided that they are maintained in a safe and attractive manner. Said ramp extends into the public right of way approximately forty-two inches (42”) and is approximately nine feet (9’) in length with a handrail along the street side of the ramp.
4. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachments are

Resolution 2014-05

undesirable in terms of the general welfare of the City.

6. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment(s) needs to be removed to facilitate City or utility, it will be at the expense of Owner, and the City will not be responsible for any damage which may occur to the canopy or ramp or railing by City's workers or contractors, or by those of a public utility. Owner will not be compensated for any expense which may be incurred by him.

7. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroachments interfere with the planned public improvements, then the Owner shall remove said encroachments upon notification by the City, without compensation by the City.

8. In the event the Owner sells the business during the term of this authorization, this authorization will continue under the original conditions and be binding on his successor. However, if new owner desires to change the encroachments in any way, the new owner must first return to the Board of Public Works for permission to make any change to the encroachments.

9. By approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

Signed this _____ day of _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

Christopher Swanson

James McNamara

Dr. Frank N. Hrisomalos

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Christopher Swanson, who acknowledged the execution of the foregoing instrument this _____

day of 2014.

Witness my hand and official seal.

Notary Public Signature

My commission expires: _____

Printed Name

County of Residence: _____

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION

WHEREAS, Christopher Swanson, owner of the real property at 211 N. Walnut Street, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the right of way adjacent to the building at 211 N. Walnut Street which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install a canopy over and maintain a ramp and railing upon RELEASEE'S property; and

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

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR, and his 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"
Christopher Swanson

"RELEASEE"
Board of Public Works

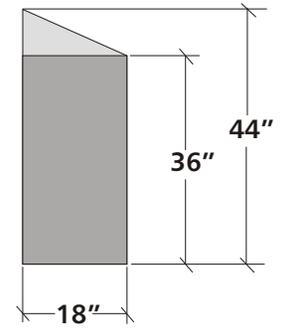
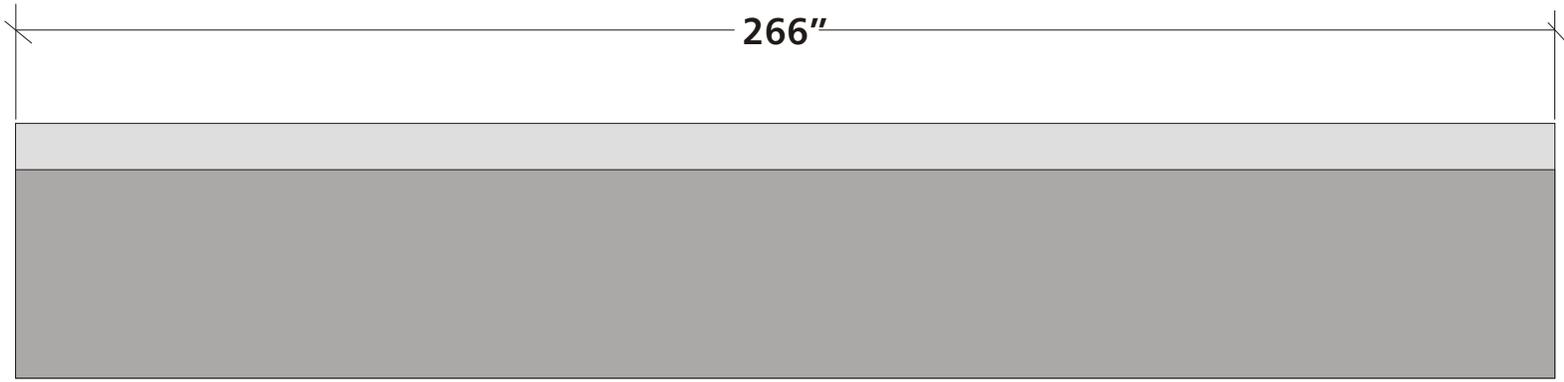
Signature

Officer

Date

Date

Resolution 2014-05





Board of Public Works Staff Report

Project/Event: Request to use public right of way during construction at 701 N. Walnut

Staff Representative: Rick Alexander

Petitioner/Representative: WS Group/Tim Hanson

Date: January 28th, 2014

Report: A new building has been approved for the northwest corner of 11th and Walnut to be known as The Crest. The building will extend to the walk on both Walnut and 11th Streets. The developers are asking permission to use the adjoining right of way as a staging area. The request would close the westernmost lane of Walnut but still allow two travel lanes. The north side of 11th would also be utilized. 11th Street is wide enough that the lanes can be reduced in width and provide space for construction too.

Recommendation and Supporting Justification: This request is typical of the kind we've seen recently in the downtown area. Both a grading permit and a building permit have been approved for the site. The developer has provided a maintenance of traffic plan that staff has reviewed and finds acceptable. A memo of understanding and hold harmless agreements have been prepared to allow the use of the right of way until mid-August of 2014. It is the developer's responsibility to notify the adjoining property owners of his plans. Staff recommends approval.

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

**Memorandum of Understanding
Between
City of Bloomington Public Works Department
And
11th and Walnut Holdings, LLC**

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter “Public Works”) and 11th and Walnut Holdings, LLC outlines the binding conditions placed upon 11th and Walnut Holdings, LLC and agreed to by 11th and Walnut Holdings, LLC, in exchange for use by 11th and Walnut Holdings, LLC, its agents and subcontractors, of certain public right-of-way during construction of the building at 701 N. Walnut Street, at the real property located on the west side of North Walnut Street north of 11th Street in Bloomington, Indiana (hereafter the “Construction Site”).

1. This MOU shall cover the time period from February 3rd, 2014 through August 15th, 2014 inclusive.
2. 11th and Walnut Holdings, LLC shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and must be approved by the City Engineering Department.
3. Public Works shall allow 11th and Walnut Holdings, LLC to block and restrict from general public usage the westernmost travel lane of North Walnut Street and the sidewalks east of the property and south of the property and directly adjacent to the Construction Site as depicted in Exhibit “A”. Exhibit “A” is attached hereto and incorporated herein by reference. 11th and Walnut Holdings, LLC shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.
4. 11th and Walnut Holdings, LLC shall coordinate the removal and replacement of all permanent signage through the City of Bloomington Traffic Division at all requested points for permanent signage replacement.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. 11th and Walnut Holdings, LLC agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of 11th and Walnut Holdings, LLC's use of the described right-of-way, whether such claims may be brought by the City of Bloomington Indiana or by any third party.
9. Any and all approvals for closures of the additional travel lanes will require a one week advance notice to the City Engineering Department, the City Transit service and emergency services.
10. Prior to beginning work, 11th and Walnut Holdings, LLC shall provide the City Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.
11. 11th and Walnut Holdings, LLC shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.
12. Timothy Hanson, member of 11th and Walnut Holdings, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington
Department of Public Works

11th and Walnut Holdings, LLC

By: _____
Susie Johnson, Director

By: _____
Tim Hanson, Member

Date: _____

Date: _____

By: _____
Mark Kruzan, Mayor

Date: _____



SEQUENCING

1. UTILITY CONNECTIONS ALONG WALNUT STREET TO BE INSTALLED PRIOR TO SIDEWALK CLOSURE AND DETOUR ALONG WEST SIDE OF WALNUT STREET. A MINIMUM OF ONE LANE SHALL BE OPEN TO TRAFFIC AT ALL TIMES.
2. UTILITY CONNECTIONS ALONG 11TH STREET TO UTILIZE TWO MAN FLAGGING SYSTEM. METAL PLATING TO BE USED TO ENSURE THAT A MINIMUM OF ONE LANE SHALL BE OPEN TO TRAFFIC AT ALL TIMES.
3. CLOSURE AND DETOUR OF SIDEWALKS TO BE MAINTAINED THROUGH DURATION OF THE PROJECT.

PLAN NOTES

- ① SIGN, FLAGGER AHEAD, W20-7
- ② SIGN, "LANE ENDS MERGE RIGHT", W9-2a

LEGEND

- APPROXIMATE FLAGGER LOCATION
- TEMPORARY TRAFFIC CONTROL SIGN, REFER TO PLAN NOTE
- CHANNELIZING DEVICES, REFER TO INDOT STANDARD DRAWING NO E-801-TCOV-01

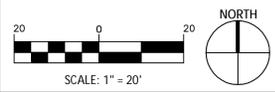
ALL TRAFFIC CONTROL DEVICES AND SIGNAGE SHALL COMPLY WITH THE INDIANA MANUAL ON TRAFFIC CONTROL DEVICES AND INDOT STANDARDS.

Bledsoe Riggert Guerrattax
 LAND SURVEYING • CIVIL ENGINEERING
 1351 West Tapp Road
 Bloomington, Indiana 47403
 Phone: 812.336.8277
 Fax: 812.336.0817
 www.brgcivil.com
 BLOOMINGTON BEDFORD PAOLI



The Crest
 11th & Walnut
 Bloomington, IN
 BRG Project No: 7832

TRAFFIC MAINTENANCE PLAN



Date: 09-30-2013 Issue: GRADING PERMIT

REVISION SCHEDULE

Rev. #	Rev. Description:	Issue Date

Drawn By: CSM
 Designed By: CSM
 Checked By: WSR

C203



Board of Public Works Staff Report

Project/Event: Request to close the intersection of 12th and Woodlawn during construction.

Staff Representative: Rick Alexander

Petitioner/Representative: Indiana University/Mia Williams

Date: January 28th, 2014

Report: IU is beginning the process of extending Woodlawn to the north across the railroad tracks and improving the street from there to 17th Street. The first phase of this major project is the relocation of utility lines in the area of 12th and Woodlawn where the road will have to drop to cross the tracks. In order to accomplish this, the intersection needs to be closed for approximately 8 weeks.

Recommendation and Supporting Justification: The IU Architects office has provided a maintenance of traffic plan for the area and their contractor will also provide the necessary signage and barricades to close the intersection and detour traffic. The IU Bus system has reviewed the detour and will be able to continue to provide service. The city has no bus routes in the area but does have a fire station at the corner and the university staff is working out details with them to insure access is provided. Staff recommends approval.

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

E 12TH ST

CLOSURE AREA

234

GEOLOGICAL SURVEY
406
CORE LIBRARY

406R

235

N WOODLAWN AV

FIRE
STATION

GEOLOGICAL
TESTS

NORTH

405

406E

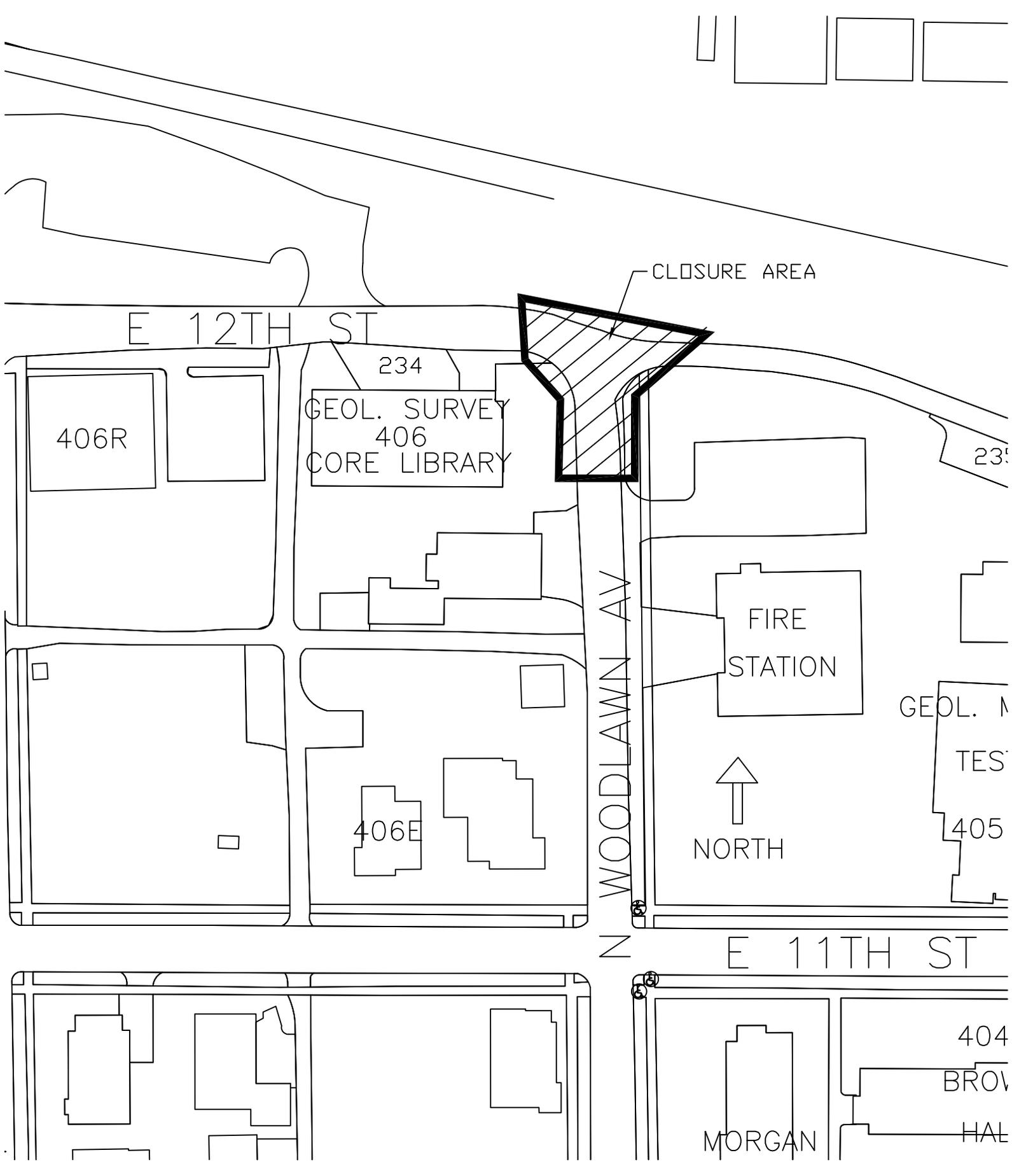
E 11TH ST

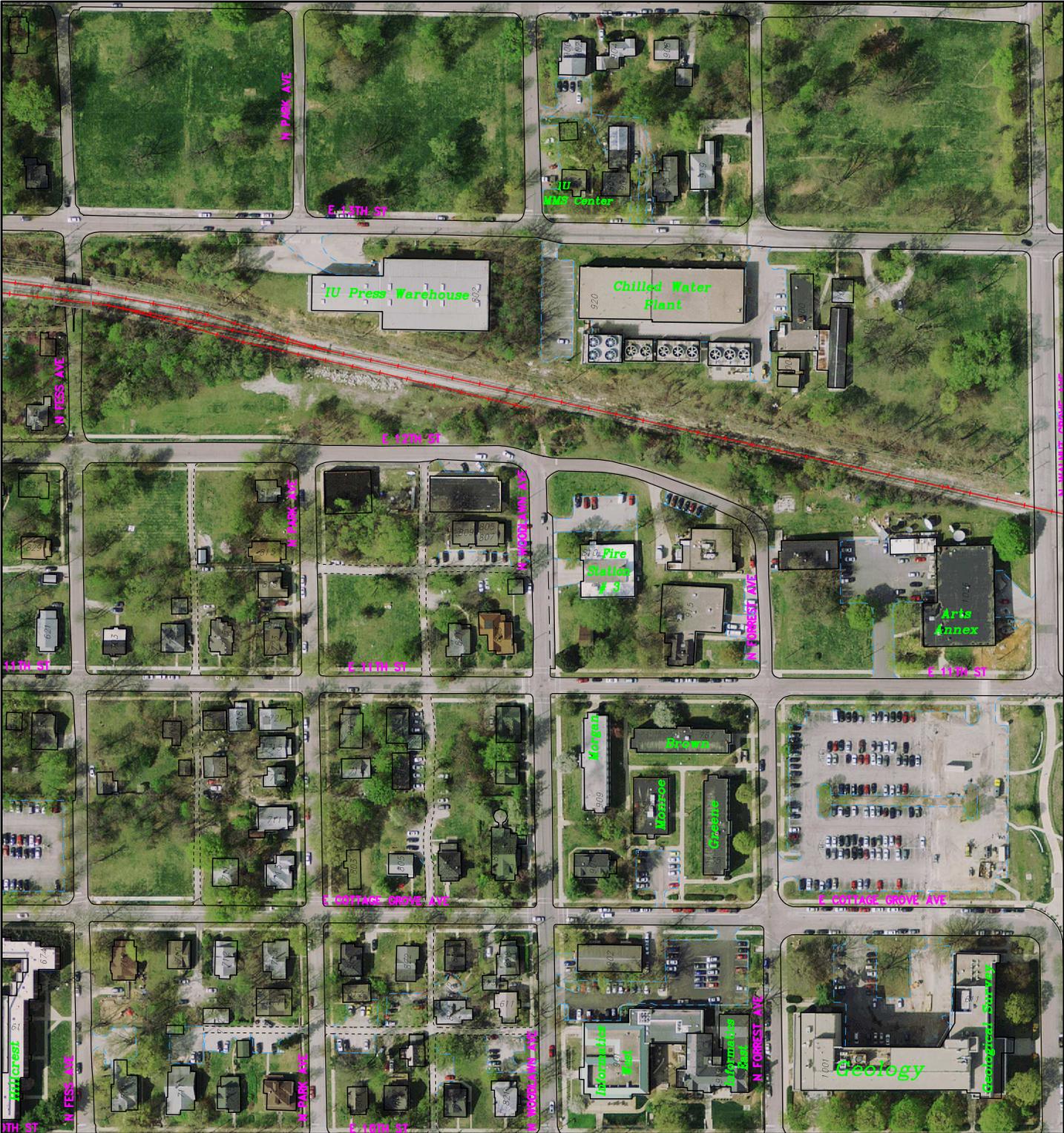
404

BROWN

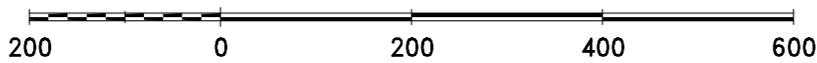
HALL

MORGAN

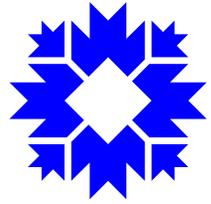




By: alexandr
22 Jan 14



City of Bloomington
Engineering



Scale: 1" = 200'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Agreement with South Central Community Action Program for Trash Stickers

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: January 28, 2014

Public Works has partnered with South Central Community Action Program (SCCAP) to provide trash stickers to income eligible families since 1994.

This agreement allows CAP to distribute 12,000 stickers during the 2014 calendar year.

Staff is supportive of the request.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2014-06
AGREEMENT WITH SCCAP REGARDING TRASH STICKERS

WHEREAS, by resolution 93-36 the Board of Public Works agreed to provide City of Bloomington trash stickers to the South Central Community Action Program for distribution to low income families within the City limits; and

WHEREAS, this program has worked well for the City, for South Central Community Action Program and for their clients, and the Board of Public Works desires to continue with this program under the conditions outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. That no more than 12,000 trash stickers will be given to the South Central Community Action Program during the 2014 calendar year, for disbursement at no cost to low-income families.
2. That the South Central Community Action Program agrees to create a document for these recipients to sign stating their agreement not to sell the stickers to anyone else.
3. That in order to be eligible for this program, the household's income can not exceed 150% of the poverty level, which is also, the determinant used to qualify families for energy assistance.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

Dr. Frank N. Hrisomalos

James McNamara

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-07 AND AGREEMENT ARE ACCEPTABLE AND AGREED TO:

Signature

Printed name
South Central Community Action Program

Date: _____

Resolution 2014-06



Board of Public Works Staff Report

Project/Event: Request to Seek Quotes for Maxwell Lane Sidewalk Construction (Jordan Avenue to Sheridan Drive)

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: January 28, 2014

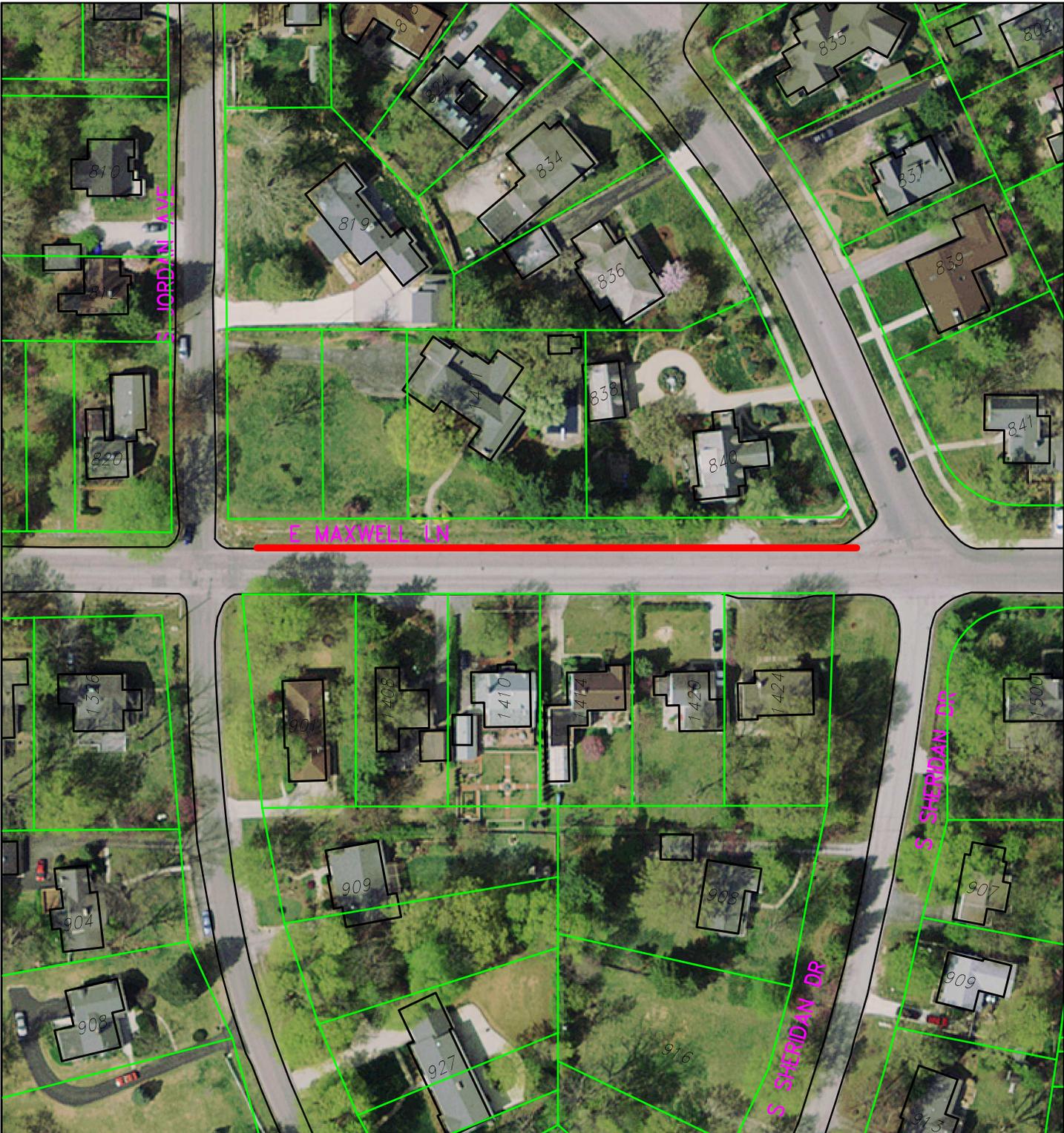
The City of Bloomington Engineering Department has been working with the City Council Sidewalk Committee to facilitate their recommendations for 2014.

The City Council Sidewalk Committee Report was approved on January 15th and proposes to construct a section of sidewalk along the north side of Maxwell Lane between Jordan Avenue and Sheridan Drive

This project is to be constructed in 2014, and follows a previously constructed section of sidewalk between Highland Avenue and Jordan Avenue in 2013.

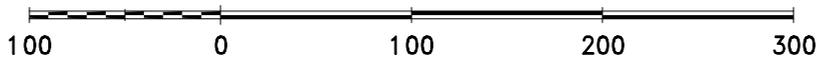
We will bring back our quote submittals to the Board of Public Works at a later meeting with a recommendation on our findings.

Recommend **Approval by Justin Wykoff**



Maxwell Lane Sidewalk Project
Jordan Avenue to Sheridan Drive

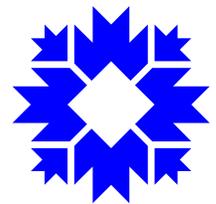
By: wykoffj
 21 Jan 14



For reference only; map information NOT warranted.



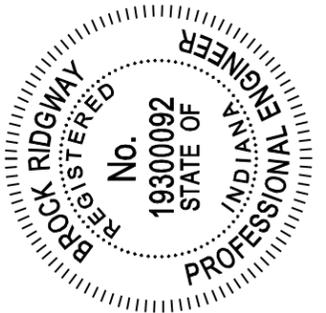
City of Bloomington
 Engineering



Scale: 1" = 100'

CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS 2006 SIDEWALK IMPROVEMENTS

MAXWELL LANE HIGHLAND AVENUE TO SHERIDAN DRIVE

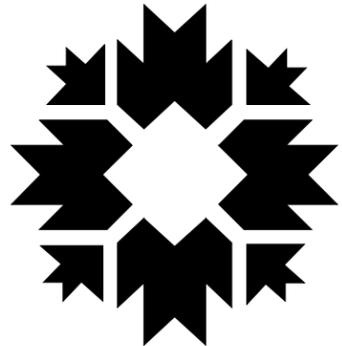


PREPARED BY:

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

PROJECT NO.: 005
 FILENAME:

REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

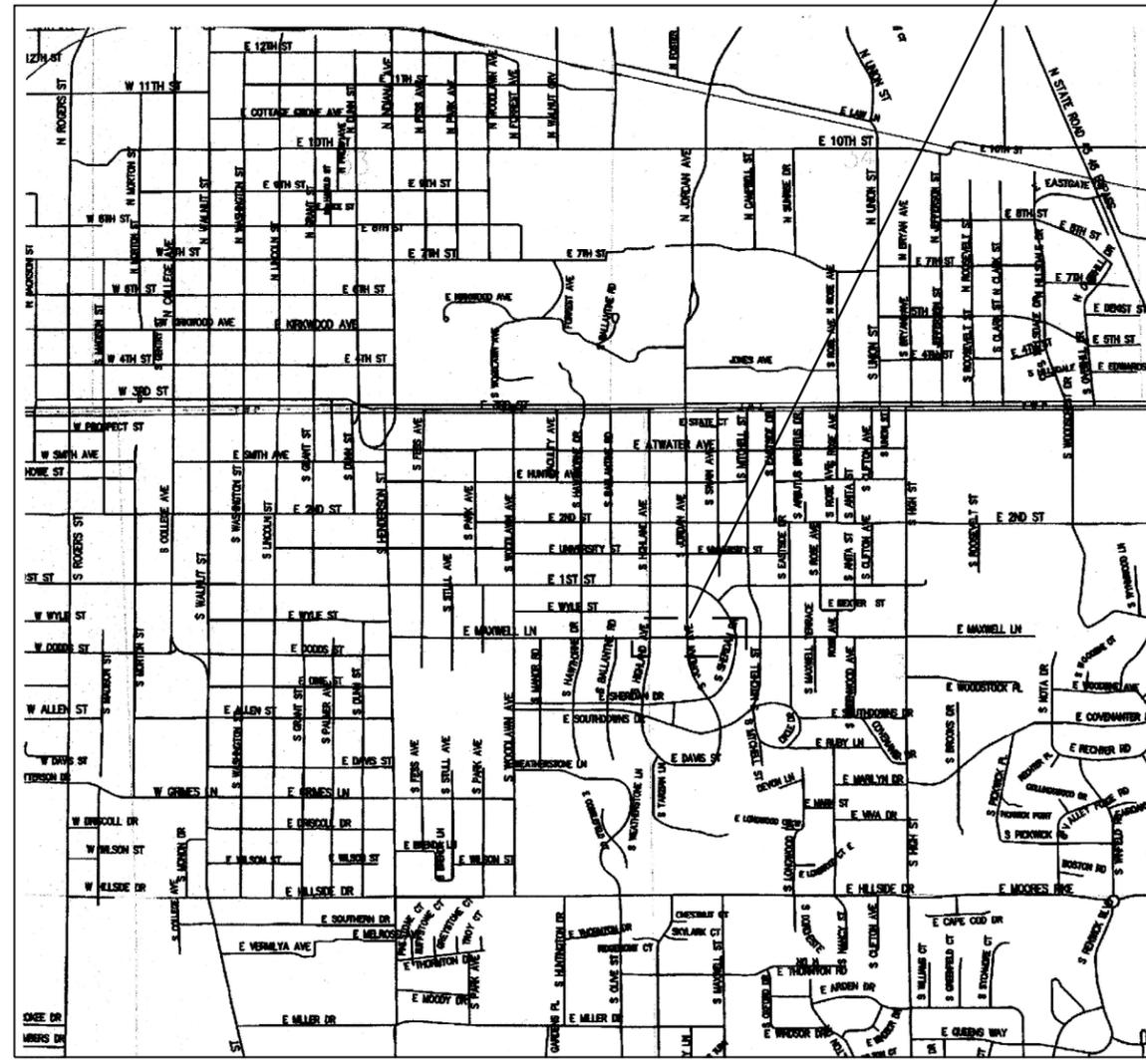
MAXWELL LANE

SHEET NO. **A1**

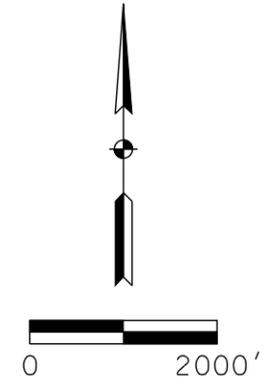
INDEX OF DRAWINGS

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

PROJECT AREA



LOCATION MAP
BLOOMINGTON, INDIANA



1/11/2012 9:47:21 PM c:\projects\10005\dgn\1\Maxwell1\005to01_A1.dgn

UTILITY CONTACTS

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

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

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

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

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

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

GENERAL NOTES

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

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

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

USE OF INDOT STANDARD SPECIFICATIONS: MATERIALS AND WORKMANSHIP OF THE FOLLOWING WORK SHALL BE AS REQUIRED BY THE INDOT 2006 STANDARD SPECIFICATIONS. THE STANDARD SPECIFICATIONS WILL ALSO APPLY WHERE OTHER STANDARDS ARE NOT SPECIFIED.

BITUMINOUS PAVING SEC. #402
SIDEWALKS SEC. #604
SEEDING AND SODDING SEC. #621
EROSION CONTROL SEC. #205
CONCRETE PAVEMENTS SEC. #501
CURBS SEC. #605

COORDINATION OF DRAWINGS, TECHNICAL SPECIFICATIONS, CONSTRUCTION SPECIFICATIONS AND STANDARD SPECIFICATIONS: THE CONTRACT DOCUMENTS ARE INTENDED TO BE COMPLEMENTARY AND TO DESCRIBE AND PROVIDE FOR COMPLETE WORK. A REQUIREMENT APPEARING IN ONE IS BINDING AS THOUGH OCCURRING IN ALL. IN CASE OF DISCREPANCY, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

1. PERMITS ISSUED BY LOCAL, STATE AND FEDERAL REGULATORY AGENCIES,
2. TECHNICAL SPECIFICATIONS,
3. PROJECT DRAWINGS,
4. CONSTRUCTION SPECIFICATIONS FOR SANITARY, WATER, AND STORM PROJECTS, AS PUBLISHED BY CITY OF BLOOMINGTON UTILITIES (CURRENT EDITION),
5. STANDARD SPECIFICATIONS AS PUBLISHED BY THE INDIANA DEPARTMENT OF TRANSPORTATION, 2006, INCLUDING CURRENT SUPPLEMENTS.

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

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

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

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

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

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

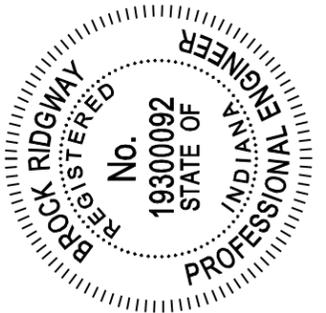
STAKING: CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING.

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

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

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

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



PREPARED BY:



1321 Laurel Oak Drive
Avon, Indiana 46123
(317)370-9672

PROJECT NO.: 005
FILENAME:

REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

GENERAL INFORMATION

SHEET NO. B1

GENERAL LEGEND (EXISTING SCREENED, PROPOSED IN BOLD)

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

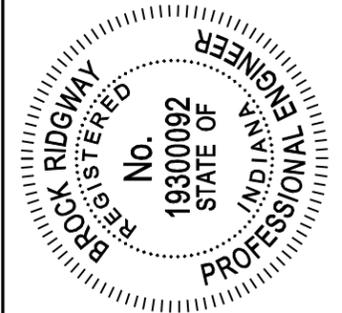
- (26) SODDED AREA, NURSERY SOD
- (AD) ASPHALT DRIVE AND PARKING LOT PAVEMENT
- (CD) CONCRETE DRIVE PAVEMENT
- (CG) CURB AND GUTTER
- (CL) PROPOSED CONSTRUCTION LIMITS
- (IC) INTEGRAL CURB AND WALK
- (MS) MULCH SEEDED AREAS
- (P) PAVEMENT PATCHING PER DETAILS
- (S) SIDEWALK, CONCRETE
- (SB) STOP BAR,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

MAINTENANCE OF TRAFFIC ITEMS

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

EROSION CONTROL ITEMS

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

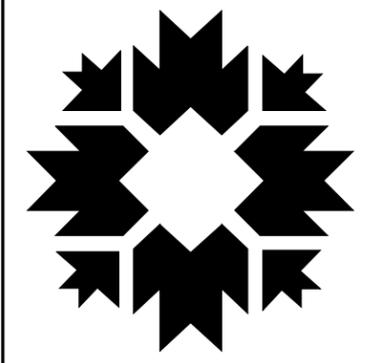


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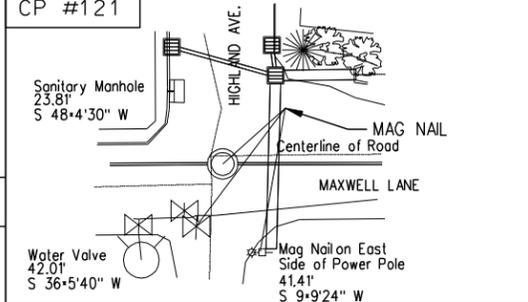
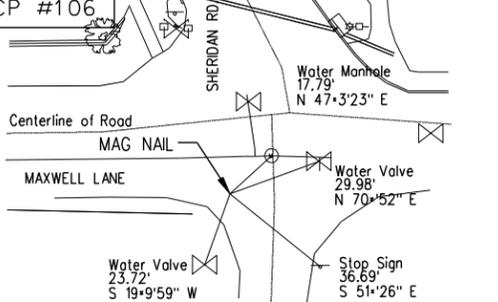
PROJECT NO.: 005
 FILENAME:

REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

LEGEND, REFERENCE POINT DATA

CONTROL POINTS AND TBM'S SHOWN ON SHEET P1 AND P2	CP #121	CP #106
		
TEMPORARY BENCH MARK:	PK NAIL # 121, ELEV. = 816.28 N = 1424448.72, E = 3113157.34	PK NAIL #106, ELEV. = 855.16 N = 1424416.85, E = 3114009.39

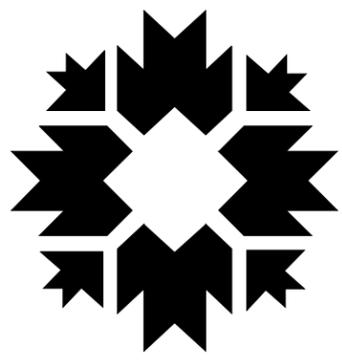
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1321 Laurel Oak Drive
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(317)370-9672

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FILENAME:

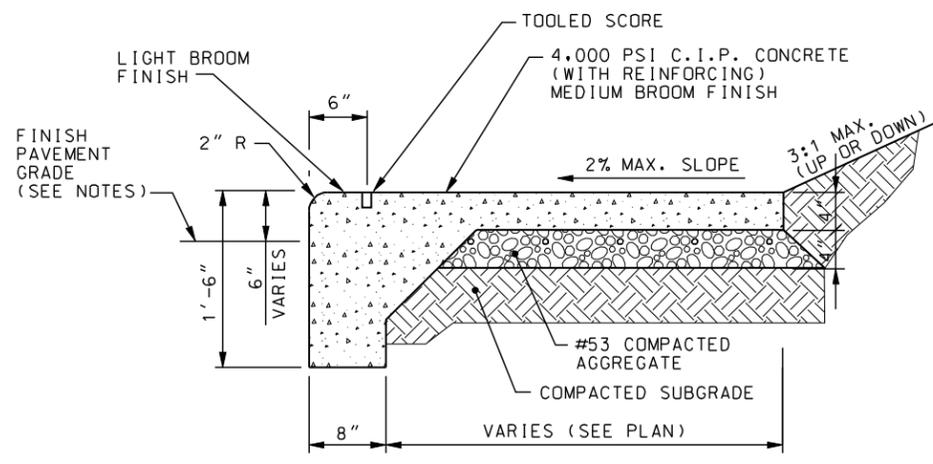
REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

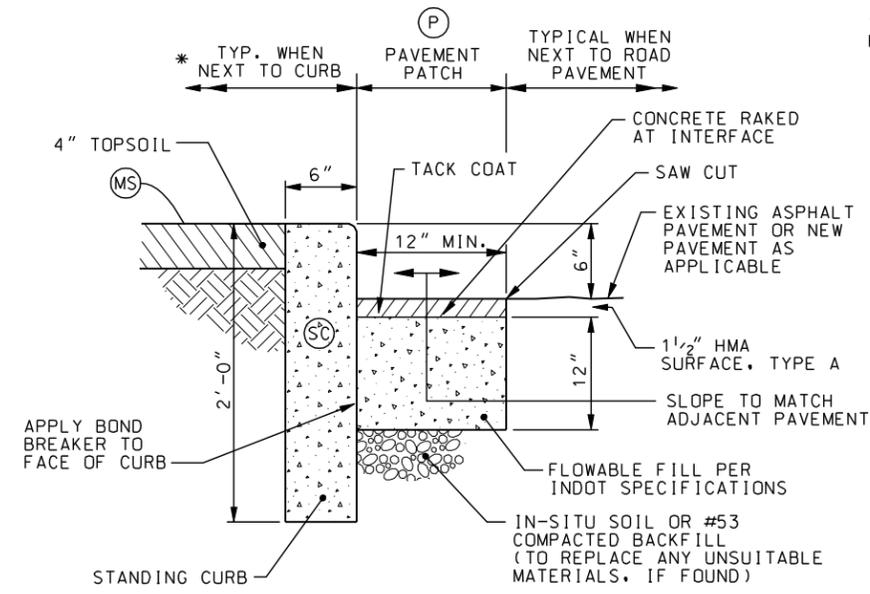
TYPICAL PAVEMENT DETAILS

SHEET NO. D1



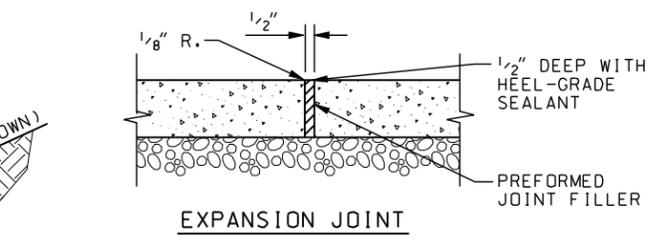
IC INTEGRAL CURB AND WALK
NTS

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



P PAVEMENT PATCH DETAIL
NTS

- NOTES:
- THIS AREA IS TO RECEIVE STANDING CURB AND 4" OF TOPSOIL AND MULCHED SEEDING (AS SHOWN ABOVE), OR INTEGRAL CURB AND WALK (DETAILED ELSEWHERE). TREATMENT AS SHOWN ON PLANS.
 - REFER TO CURB JOINTS NOTES FOR CURB JOINTING.
 - PAVEMENT PATCHING MAY NOT BE REQUIRED IF EXISTING PAVEMENT CAN BE REMOVED TO A CLEAN AND STRAIGHT EDGE AT FRONT OF PROPOSED CURB. CITY APPROVAL IS REQUIRED.
 - PAVEMENT PATCHING REQUIRED WHEREVER PAVEMENT IS CUT FOR PIPE WORK, AND WHERE EXISTING PAVEMENT IS DAMAGED TO COMPLETE THE REQUIRED CURB, DRIVE OR SIDEWALK WORK.



S TYPICAL SIDEWALK DETAIL
NTS

SIDEWALK JOINT NOTES:

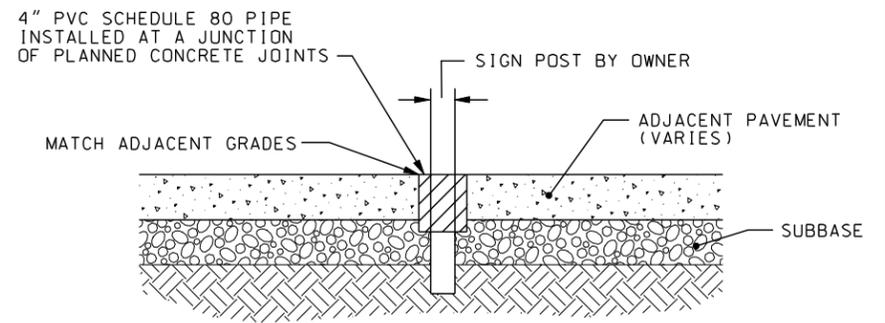
- INSTALL 1/2" PREFORMED JOINT FILLER BETWEEN SIDEWALKS AND ANY OTHER FIXED FEATURES (CURBS, STEPS, RAMPS, BUILDINGS, ETC.)
- IN EACH SIDEWALK SEGMENT, TOOL CONSTRUCTION JOINTS AT EVEN SPACING BUT NO MORE THAN 6' MAXIMUM APART. INSTALL AN EXPANSION JOINT WITH 1/2" PREFORMED JOINT FILLER AT A MAXIMUM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

CURB JOINTS NOTE:

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

CURB RAMPS NOTES:

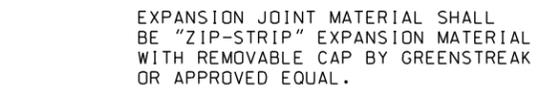
- RAMPS TO BE CONSTRUCTED AT A MAXIMUM 12:1 SLOPE TO A LANDING AREA FOR ENTRY ONTO ROADWAY PER PLANS.
- RAMPS ARE TO RECEIVE "TRUNCATED DOMES" PER INDOT STANDARD.



CD 6" CONCRETE PAVEMENT FOR CLASS I DRIVES
(FOR DRIVES AND ALLEYS)
NTS

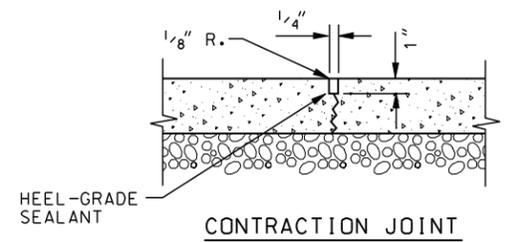
SIGN RELOCATION NOTES:

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



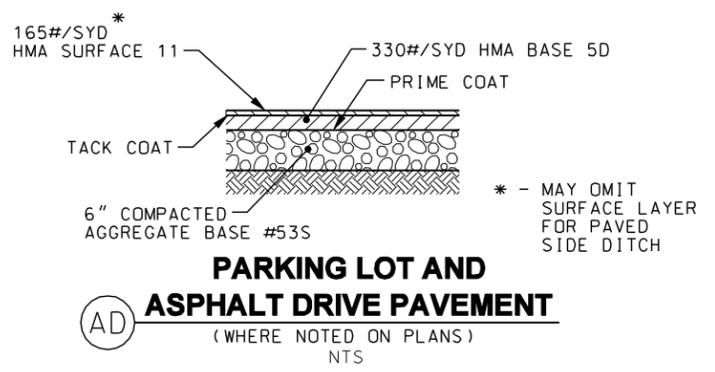
EXPANSION JOINT

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

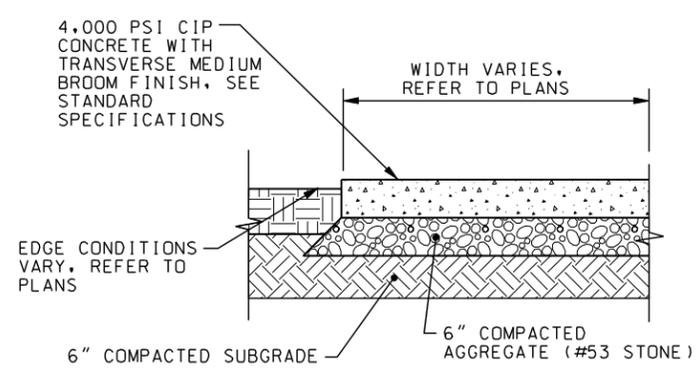


CONTRACTION JOINT

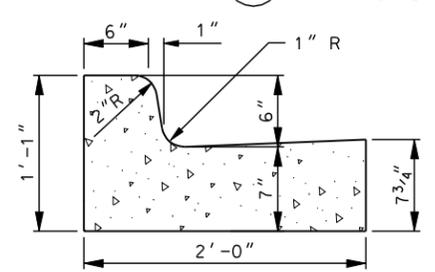
JOINT IN CONCRETE SIDEWALKS
NTS



AD PARKING LOT AND ASPHALT DRIVE PAVEMENT
(WHERE NOTED ON PLANS)
NTS

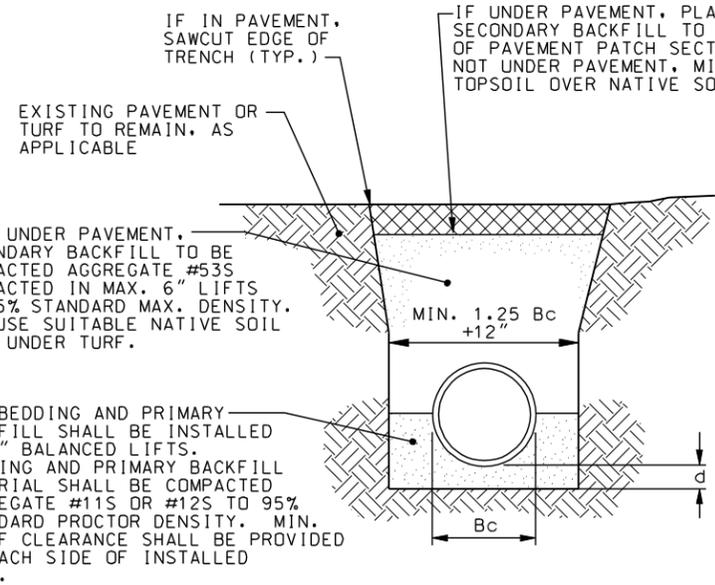


CD 6" CONCRETE PAVEMENT FOR CLASS I DRIVES
(FOR DRIVES AND ALLEYS)
NTS



CG COMBINED CURB AND GUTTER DETAIL
NTS

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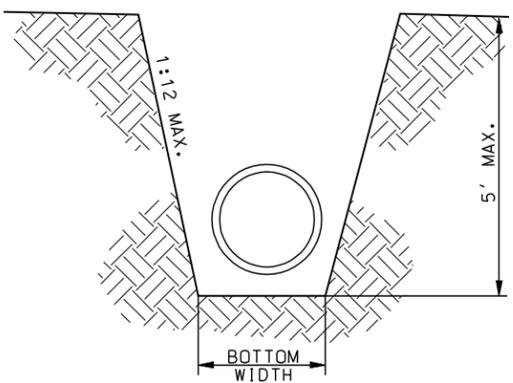


REINFORCED CONCRETE PIPE (RCP) TRENCH DETAIL
NTS

FOR RCP TRENCH DETAIL USE ONLY

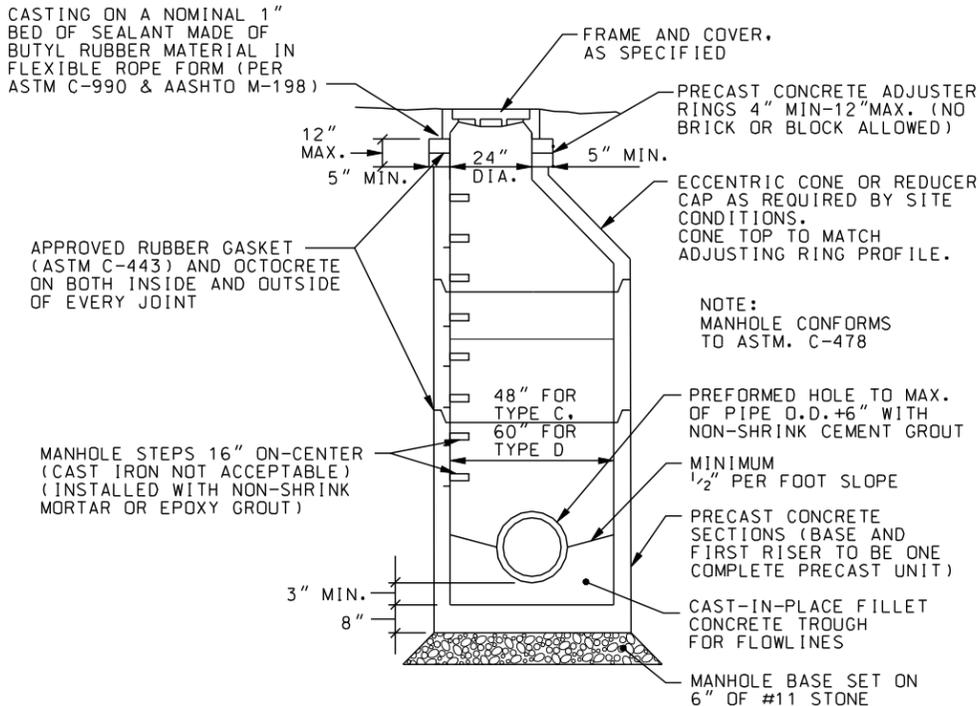
DEPTH OF BEDDING MATERIAL BELOW PIPE	
D	(d) MIN.
ON SOIL	4" MIN.
ON ROCK	6" MIN.

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



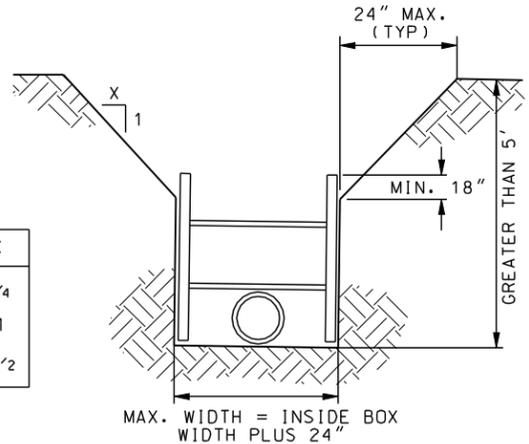
MAXIMUM TRENCH WIDTH DETAIL
NO SCALE
5' OR LESS IN DEPTH

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



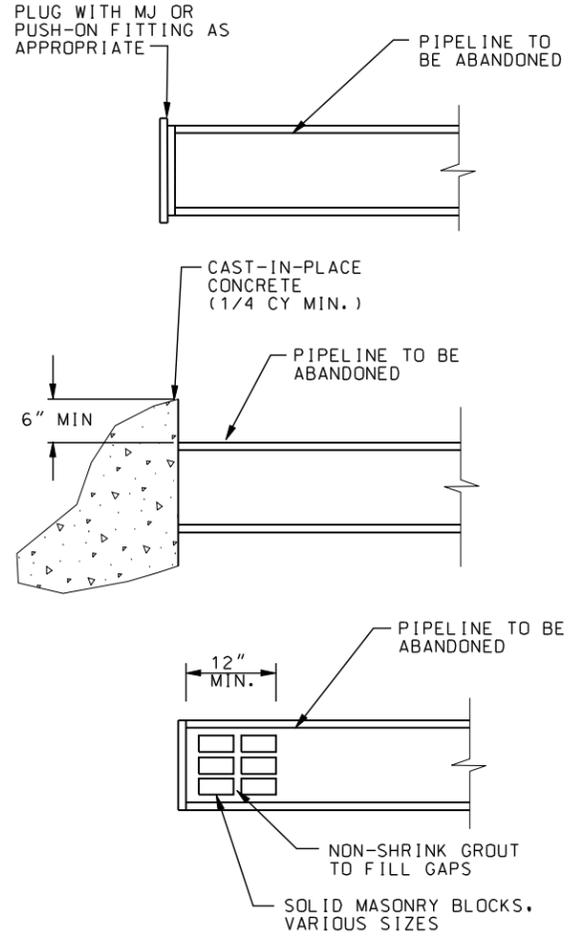
STANDARD STORM MANHOLE

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



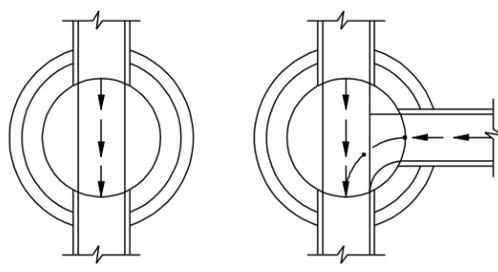
MAXIMUM TRENCH WIDTH DETAIL
NO SCALE
GREATER THAN 5' IN DEPTH

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



TYPICAL PIPE BULKHEADS

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

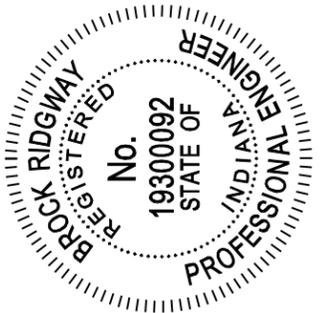


STANDARD MANHOLE BENCHES

STORM SEWER INLETS AND MANHOLES

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

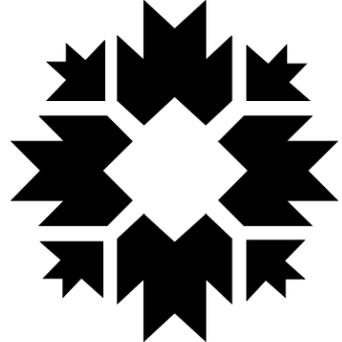
INLET R: E720-INST-07
CASTING 13: E720-ICCA-13
CASTING 4: E720-MHCA-02
INLET J: E720-INST-06
CATCH BASIN K: E720-CBST-05
CASTING 10: E720-ICCA-08/09/09A



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

PROJECT NO.: 005
FILENAME:

REVISIONS	
DATE	DESCRIPTION



**CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS**

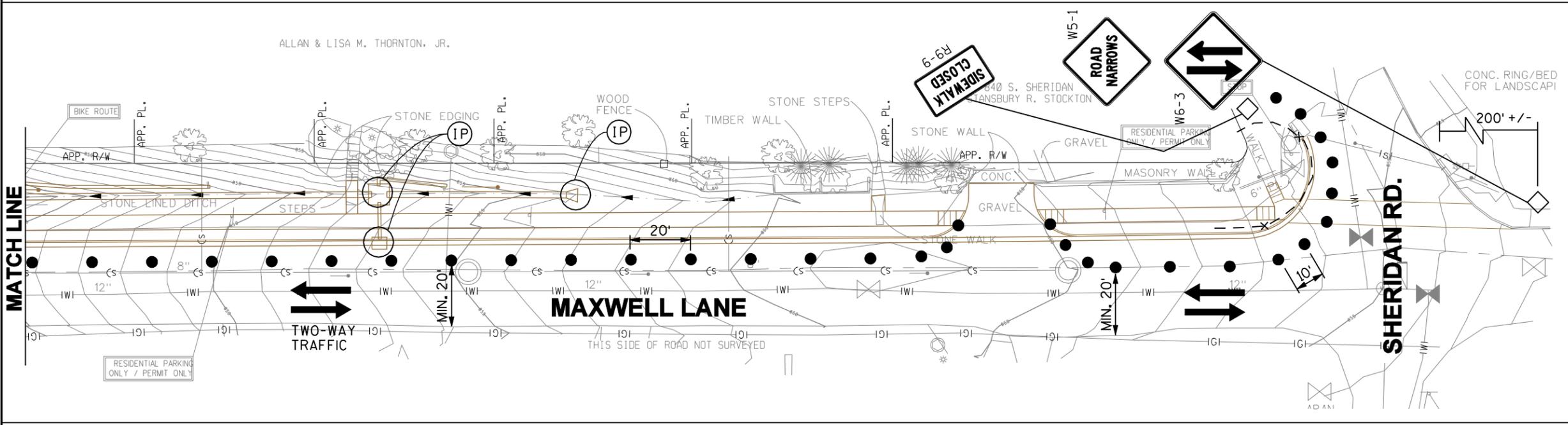
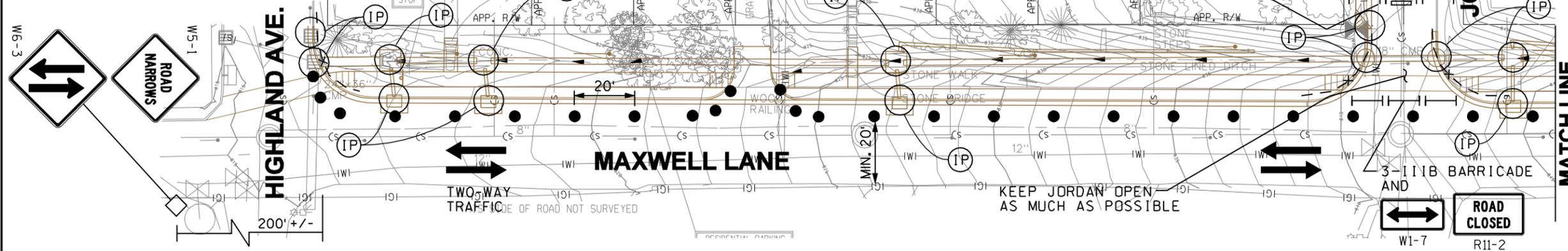
TYPICAL STORM SEWER DETAILS

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CONSTRUCTION SIGN AND BARRICADE SUMMARY *

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

* ESTIMATED ONLY-OTHER SIGNS MAY BE REQUIRED.

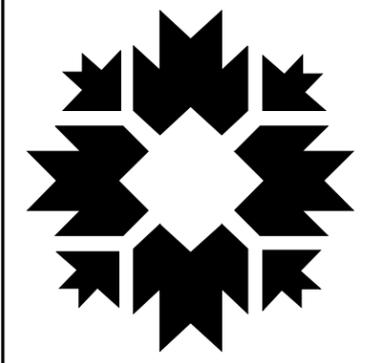


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**CITY OF BLOOMINGTON
 DEPT. OF PUBLIC WORKS
 2006 SIDEWALK IMPROVEMENTS**

**MAINTENANCE OF TRAFFIC
 AND EROSION CONTROL PLAN**

SHEET NO. M1

LEGEND

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

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

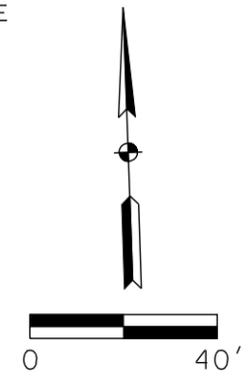
MAINTENANCE OF TRAFFIC REQUIREMENTS:

- ROAD CLOSURE ON MAXWELL STREET WILL NOT BE PERMITTED. JORDAN AVENUE MAY BE CLOSED, BUT ONLY DURING PIPE INSTALLATION ACTIVITIES.
- LANE RESTRICTIONS ON MAXWELL STREET WILL BE ALLOWED FOR DRIVE REMOVAL AND SIDEWALK CONSTRUCTION, WITH PRIOR COORDINATION WITH PROPERTY OWNER.
- FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
- ALL WORK MUST BE CONDUCTED SUCH THAT A USABLE ACCESS IS KEPT IN SERVICE TO EACH BUSINESS OR RESIDENCE (INCLUDING UPSTAIRS RESIDENCES). ANY INTERRUPTIONS OF ACCESS WILL BE COORDINATED WITH OWNERS TO OCCUR DURING NON-OPERATING HOURS, IF POSSIBLE. ACCESS WILL BE BY TEMPORARY SIDEWALKS OR RAILED WALKWAYS, IF NECESSARY, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL CODES.

- ALL SIGNS TO BE MOUNTED ON STANDARDS.
- ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

EROSION CONTROL REQUIREMENTS:

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

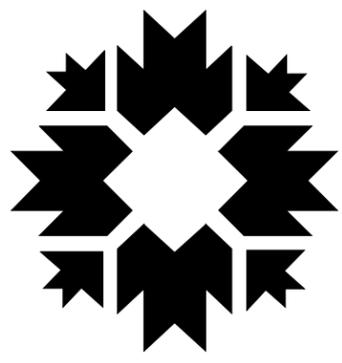


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 PROJECT NO.: _____ 005
 FILENAME: _____

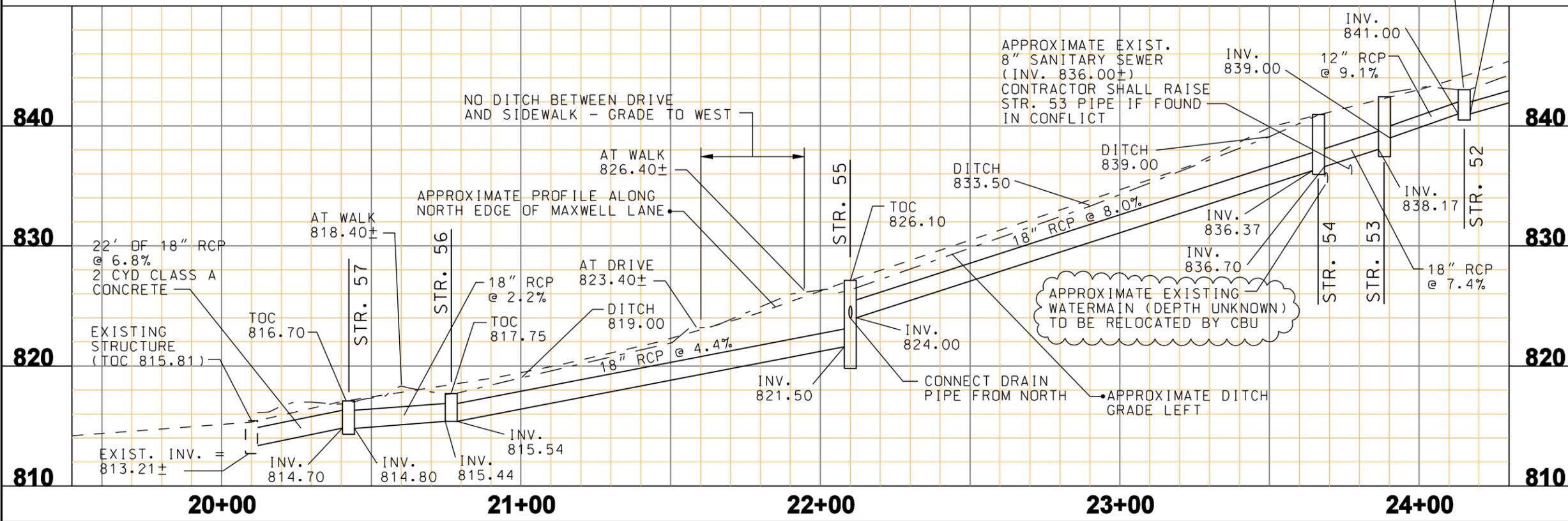
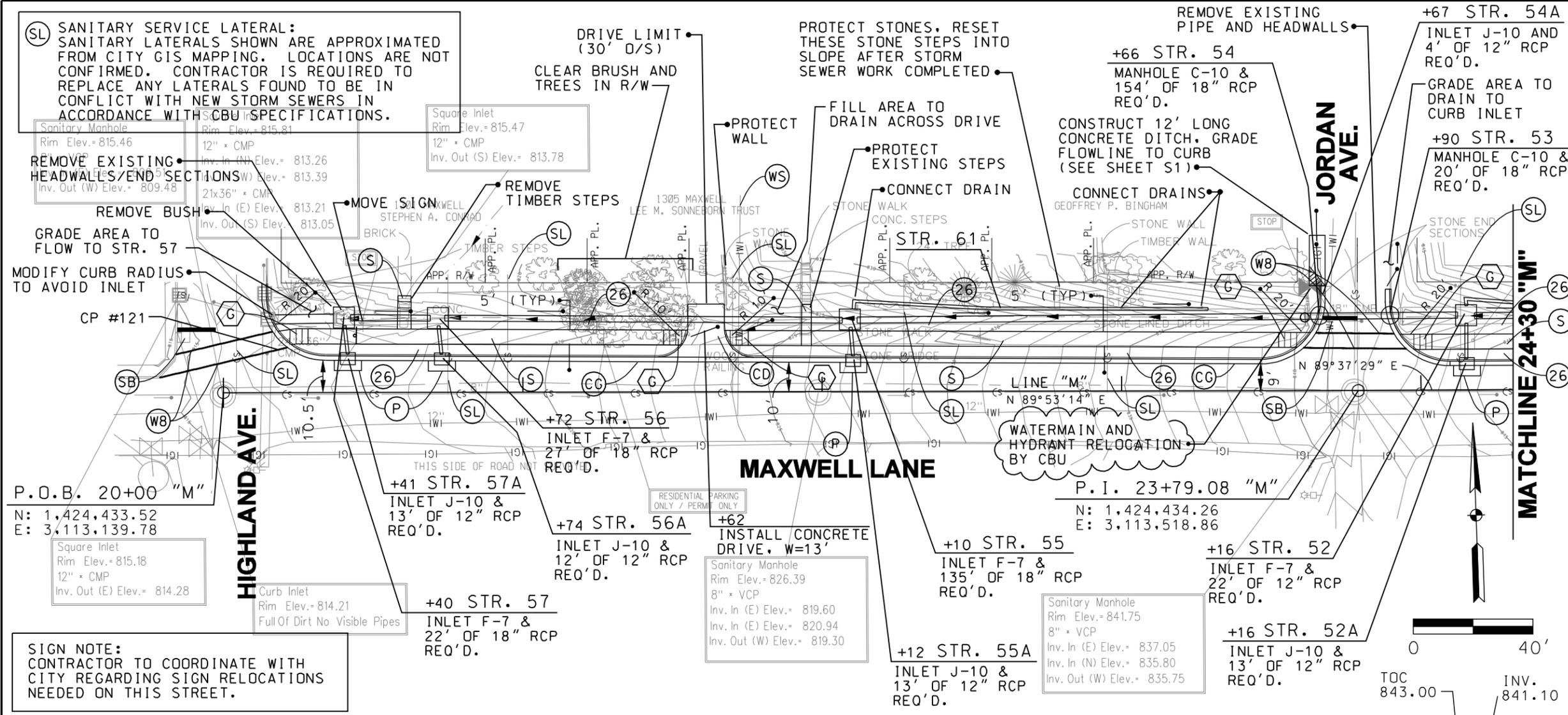
REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

PLAN AND PROFILE

SHEET NO. **P1**

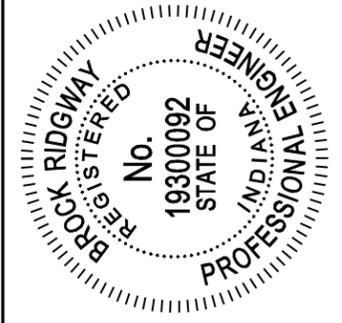
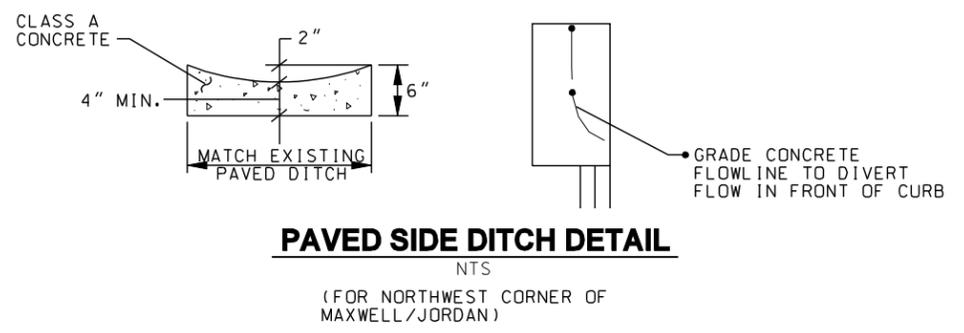


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STRUCTURE DATA TABLE

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

* ALL DRAIN PIPES SHALL BE IN ACCORDANCE WITH CBU SPECIFICATIONS FOR SANITARY LATERALS, WITH A CLEANOUT LOCATED AT EACH BEND OR JUNCTION.
 + + GRADE TO SLOPES
 +++ MEET EXISTING DRAINS

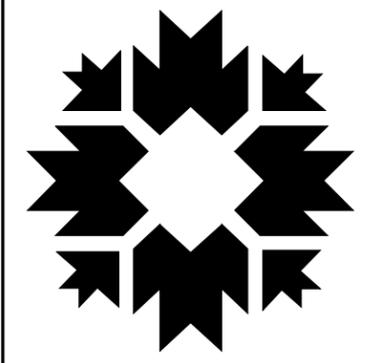


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PROJECT NO.: 005
 FILENAME:

REVISIONS	
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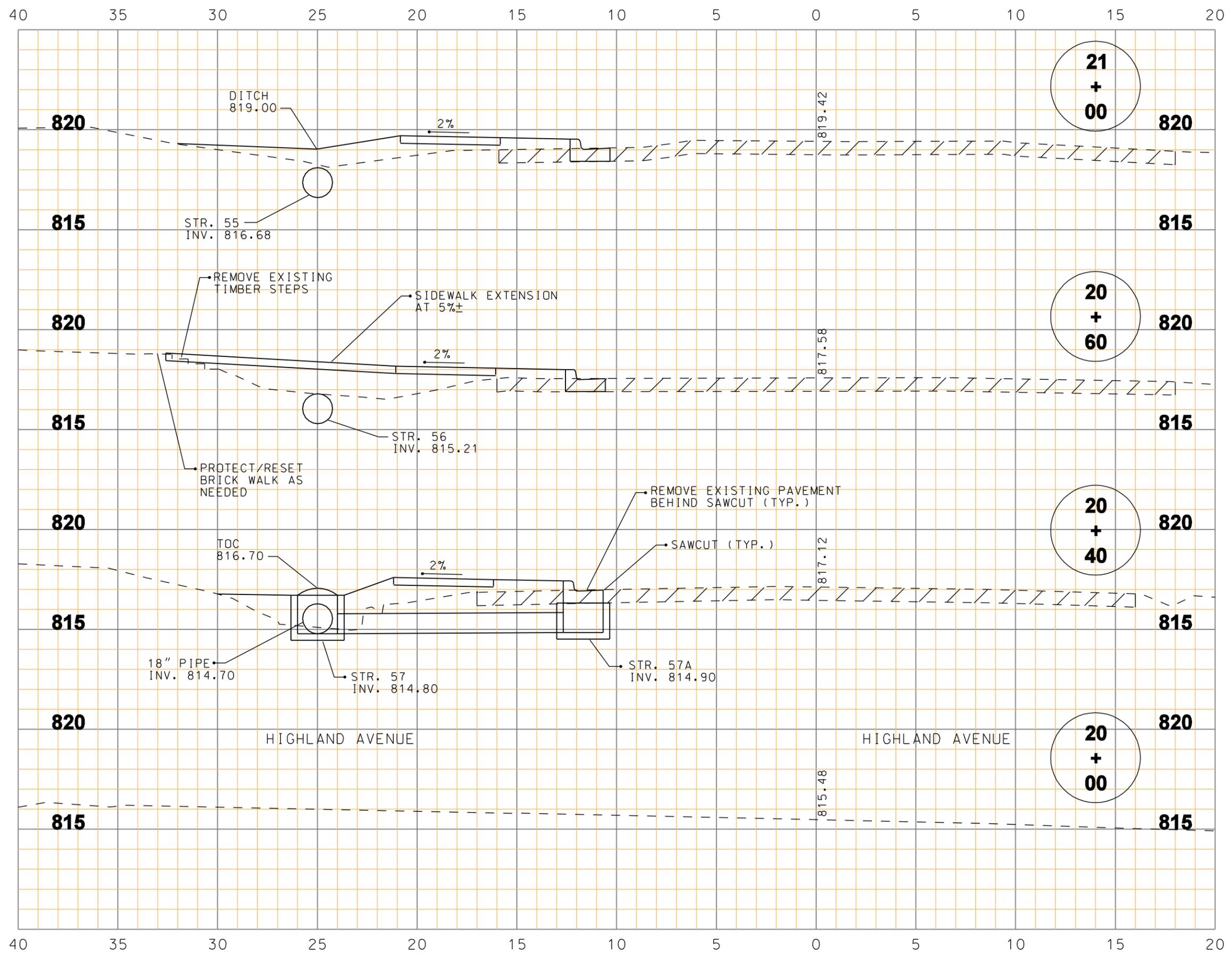


**CITY OF BLOOMINGTON
 DEPT. OF PUBLIC WORKS
 2006 SIDEWALK IMPROVEMENTS**

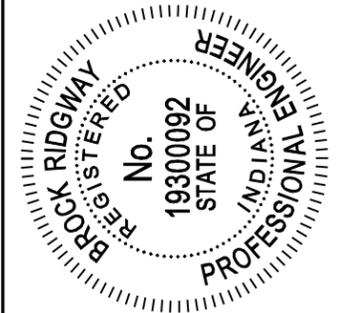
**STRUCTURE DATA TABLE
 AND PAVED SIDE DITCH DETAIL**

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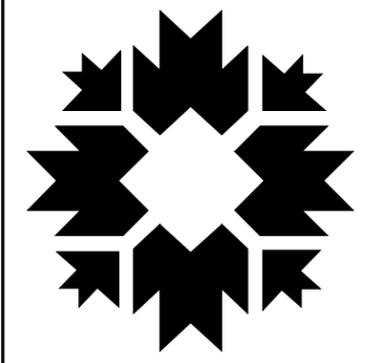


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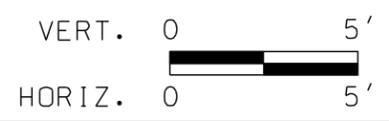
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DATE	DESCRIPTION

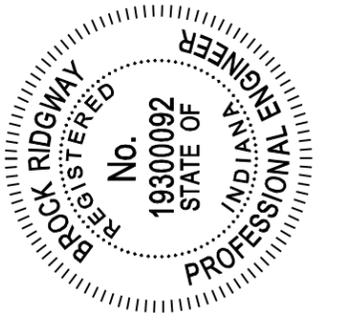
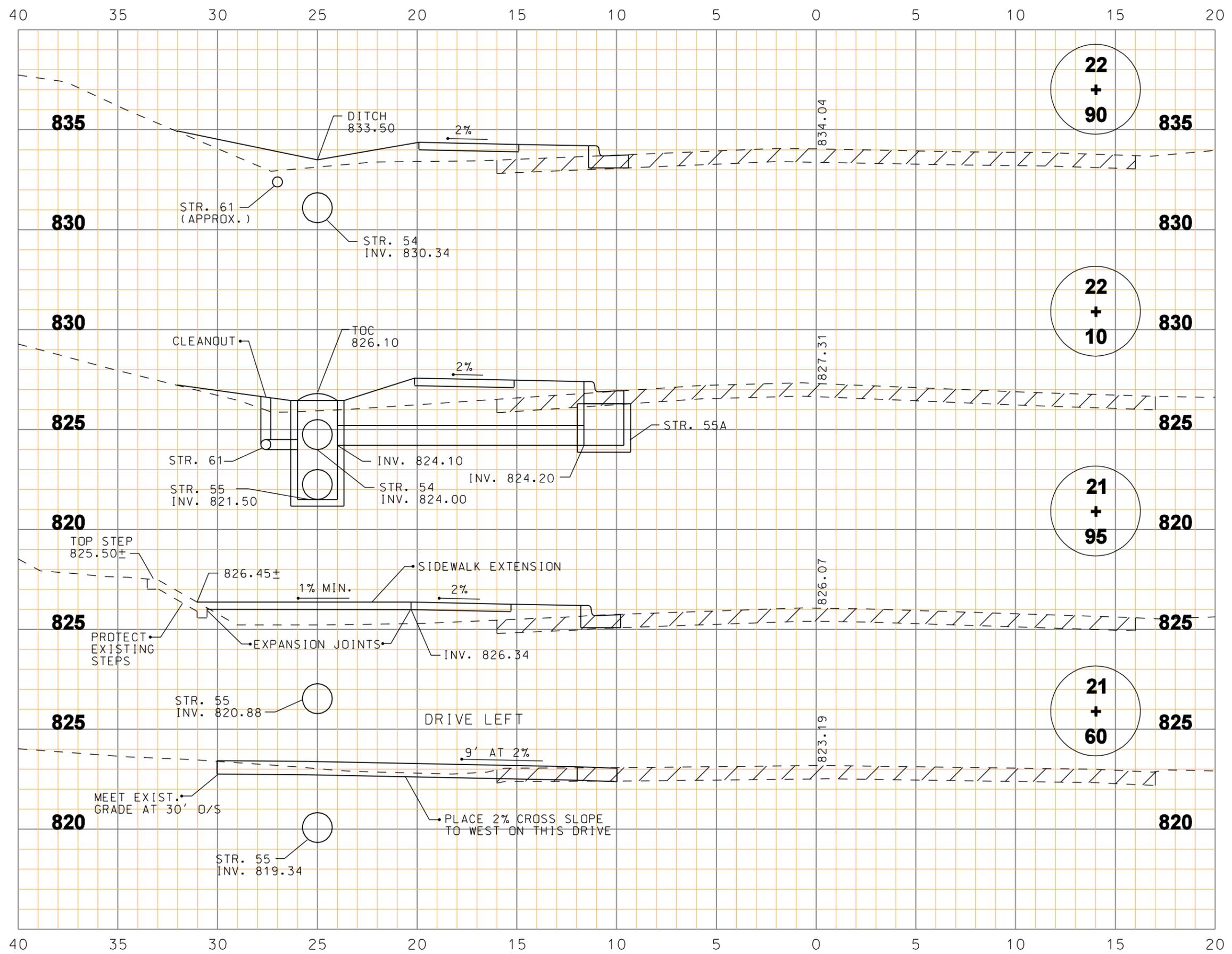


CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION



SHEET NO. X1

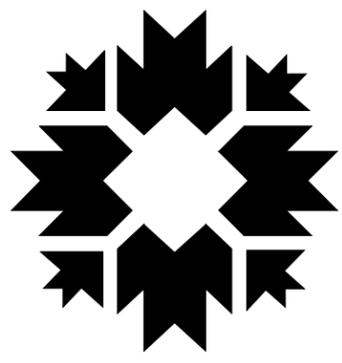


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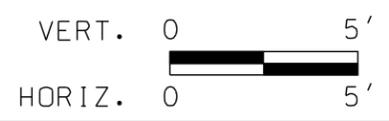
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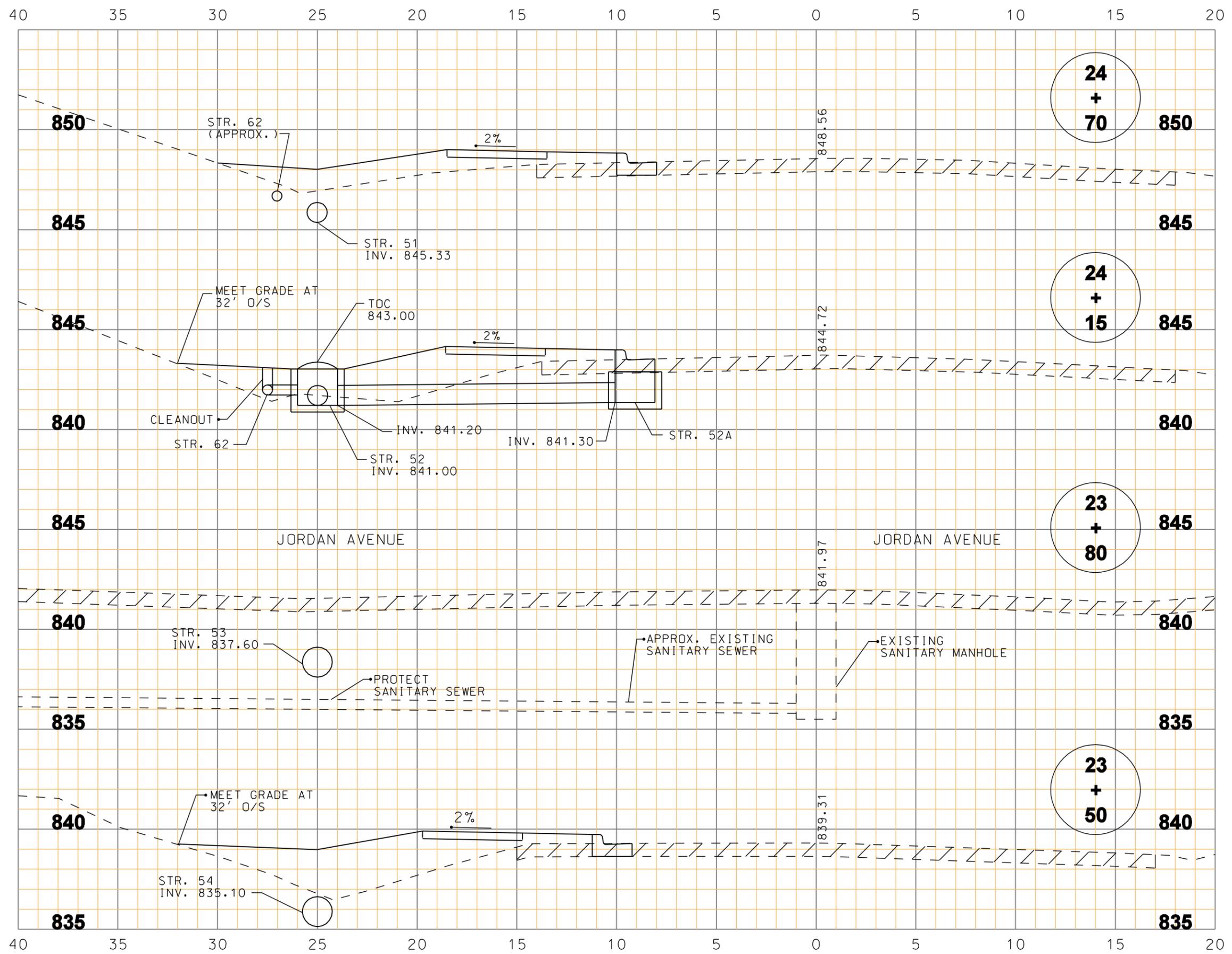
CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

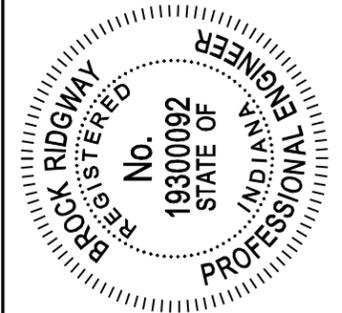
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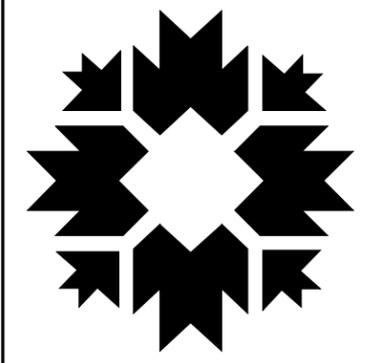


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PROJECT NO.: 005
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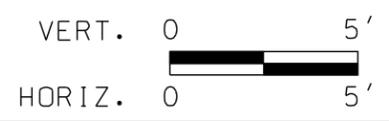
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DATE	DESCRIPTION



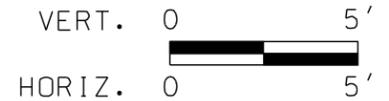
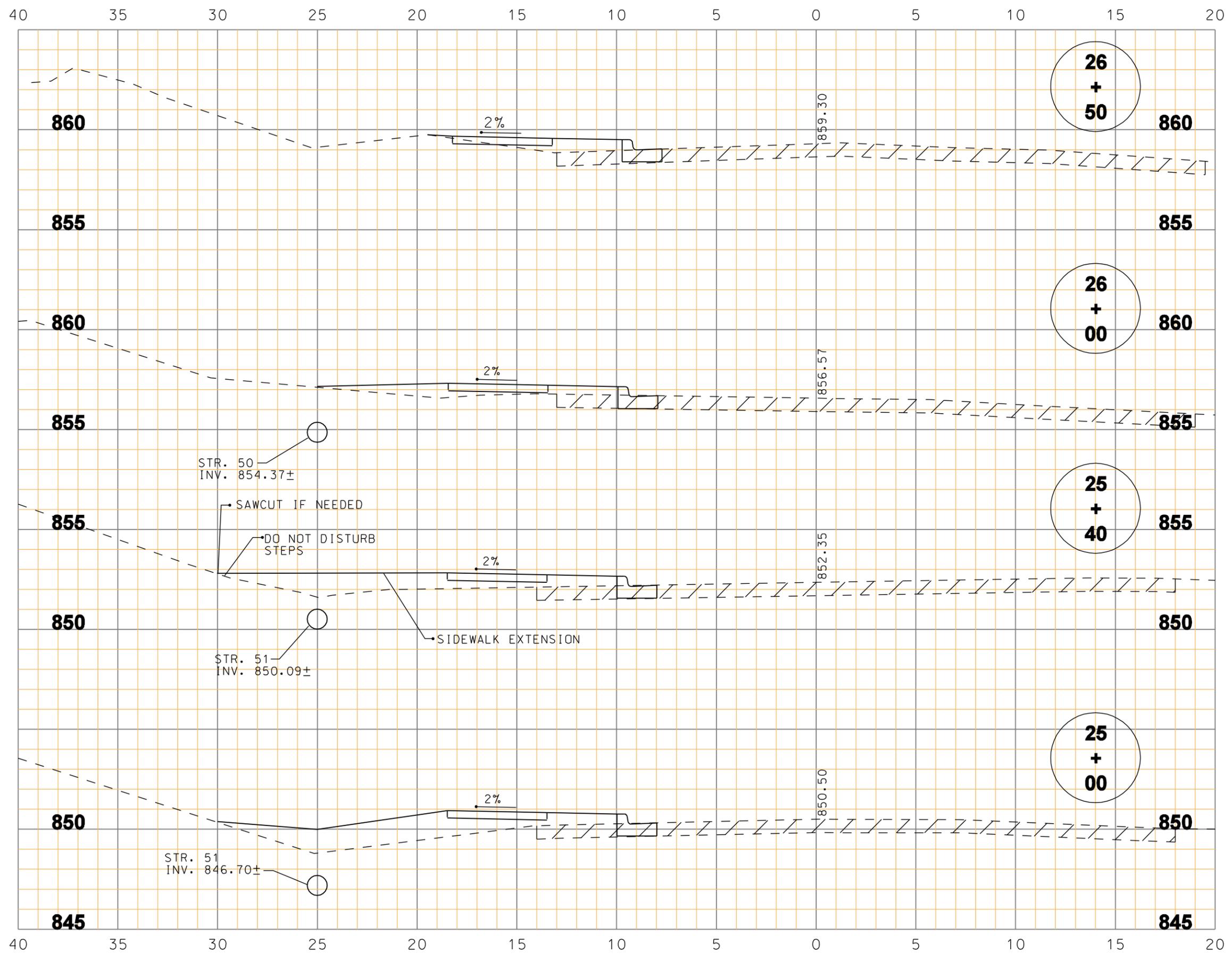
CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

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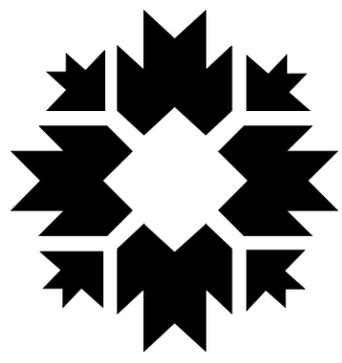


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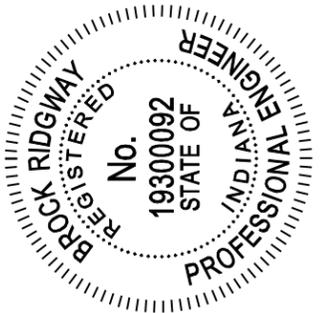
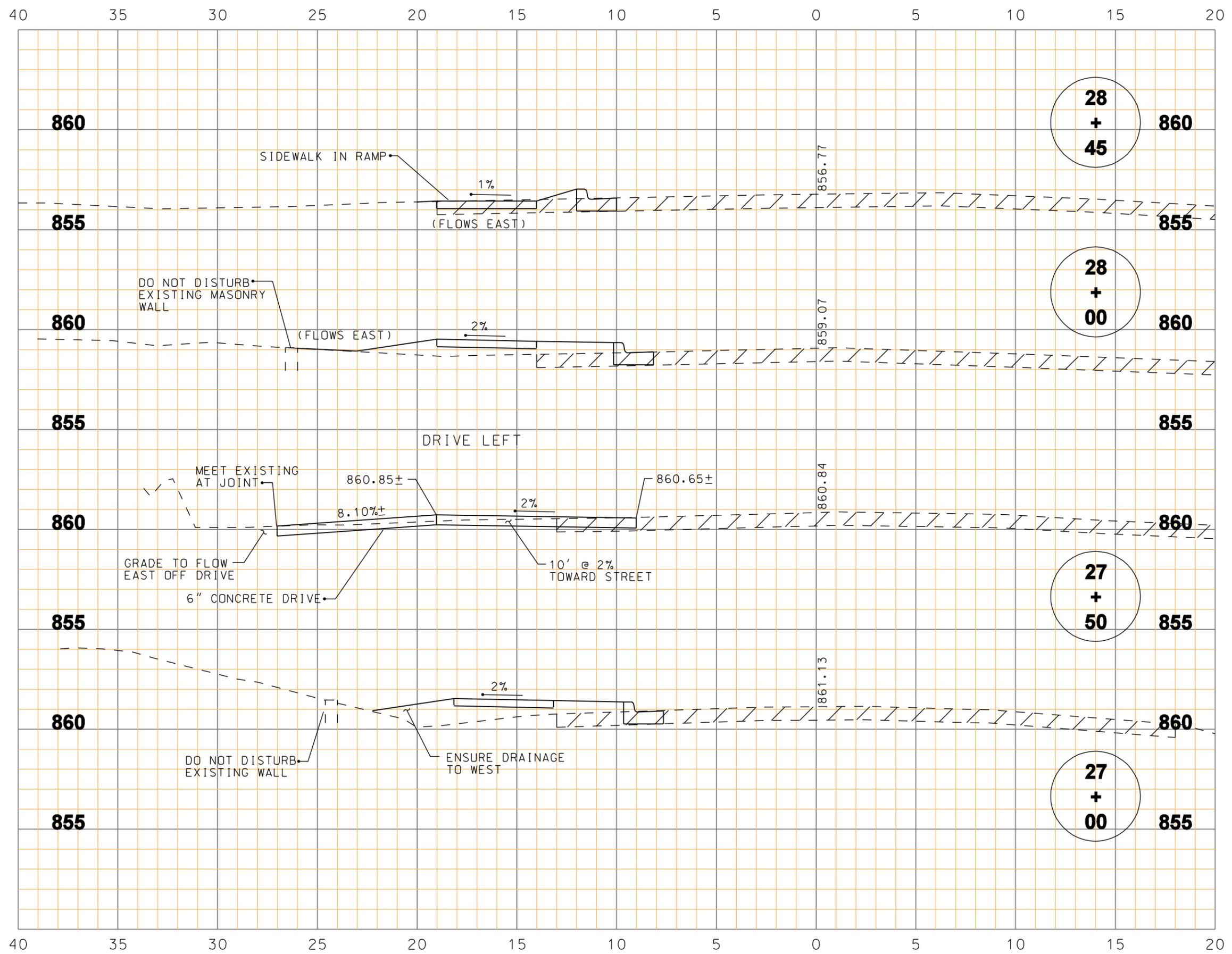
REVISIONS	
DATE	DESCRIPTION



CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

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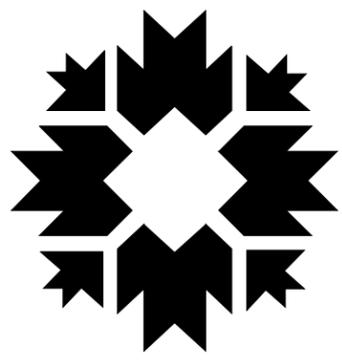


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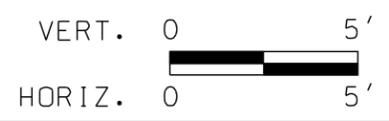
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CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
2006 SIDEWALK IMPROVEMENTS

CROSS SECTION

SHEET NO. X5



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Board of Public Works Staff Report

Project/Event: Request to Seek Quotes for Sign Materials
Petitioner/Representative: N/A
Staff Representative: Justin Wykoff
Meeting Date: January 28, 2014

The City of Bloomington Engineering Department has been working with the Indiana Department of Transportation on a regulatory sign replacement project.

This project would provide for a value of approximately \$100,000.00 of new signage to be installed throughout the City of Bloomington. Of that amount \$90,000.00 would be for signage to be reimbursed by INDOT, and \$10,000.00 would be the local contribution to be valued as installation by City of Bloomington Street Department. We propose to solicit quotes from sign manufacturers for the planned materials.

We will bring back our quote submittals to the Board of Public Works at a later meeting with a recommendation on our findings.

Recommend **Approval by Justin Wykoff**

APPENDIX "B"

Compensation :

1. The City of Bloomington shall receive as payment for the work performed under this Agreement an amount not to exceed **\$ 99,584.53**.
2. The following pages are Progress Estimate sheets that will be submitted with the required LPA Invoice-Voucher to be used as the basis of payment for the project.

	Sign Type	MUTCD Code	Quantity	Material Cost	Labor Cost	Total
1	Speed Limit	R2-1	221	\$ 20.00	\$ 11.24	\$ 6,904.04
2	Stop Signs	R1-1	605	\$ 28.13	\$ 11.24	\$ 23,818.85
3	One-Way Signs (Not Shared Post)	R6-2 (L&R)	36	\$ 13.50	\$ 11.24	\$ 890.64
4	One-Way Signs (Shared Post)	R6-1 (L&R)	406	\$ 13.50	\$ 5.62	\$ 7,762.72
5	Keep Right	R4-7	8	\$ 20.00	\$ 11.24	\$ 249.92
6	Yield	R1-2	10	\$ 28.13	\$ 11.24	\$ 393.70
7	Weight Limit	R12-1	5	\$ 20.00	\$ 11.24	\$ 156.20
8	No Trucks	R5-2	15	\$ 28.13	\$ 11.24	\$ 590.55
9	No Parking	R7-31A	744	\$ 10.00	\$ 11.24	\$ 15,802.56
10	Do Not Enter	R5-1	39	\$ 28.13	\$ 11.24	\$ 1,535.43
11	Wrong Way	R5-1A	8	\$ 20.00	\$ 11.24	\$ 249.92
	Long Posts		300	\$ 65.00		\$ 19,500.00
	Short Posts		530	\$ 41.00		\$ 21,730.00
						\$ 99,584.53

Fee Justification :

Labor cost is per sign cost based on two (2) City workers replacing 4 signs per hour with a labor rate of \$22.47/hour.

The project savings utilizing a force account is XXXXXXXXXXXX or XXXX%.



Board of Public Works Staff Report

Project/Event: Contract Agreement for Design of 17th Street Sidewalk
(Madison Street to Maple Street)

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: January 28, 2014

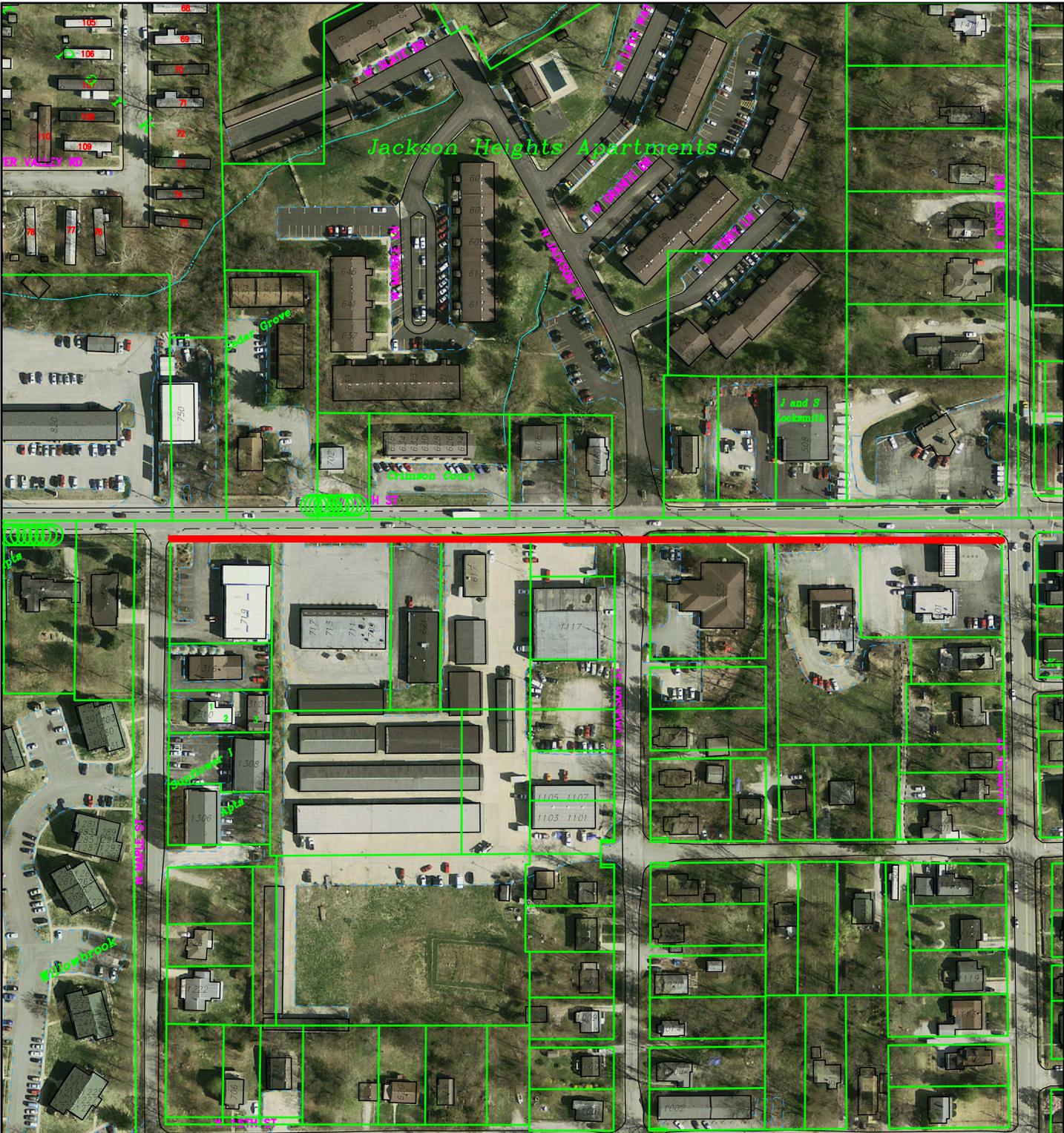
The City of Bloomington Engineering Department has been working with the City Council Sidewalk Committee to facilitate their recommendations for 2014.

The City Council Sidewalk Committee Report was approved on January 15th and proposes to design a section of sidewalk along the South side of 17th Street between Madison Street to Maple Street.

This project is to be designed in 2014, and is intended to begin right of way acquisition later in 2014. The City Council Sidewalk Committee has also demonstrated intention to bring this project to construction in 2015 following a successful design and right of way acquisition process.

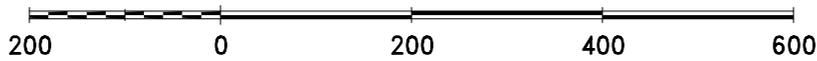
We recommend the design for this project be completed by Eagle Ridge Engineering Services LLC. for the amount not to exceed \$61,325.00

Recommend **Approval by Justin Wykoff**

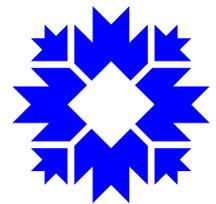


17th Street Sidewalk Project
 Maple Street to Kinser Pike (Madison Street)

By: wykoffj
 23 Jan 14



City of Bloomington
 Engineering



Scale: 1" = 200'

For reference only; map information NOT warranted.

PROJECT NAME: Sidewalk Improvements on 17th Street from Maple Street to Madison Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks on 17th Street from Maple Street to Madison Street, and;

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

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. 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, 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 amount of **Sixty One Thousand Three Hundred Twenty Five Dollars (\$61,325.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

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

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

administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Eagle Ridge Civil Engineering Services, LLC

By: _____
Charlotte Zietlow
President

Brock Ridgway, P.E.
Managing Member

By: _____
Mark Kruzan,
Mayor

*Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington*

**EXHIBIT A
SCOPE OF ENGINEERING SERVICES**

The following scope of services describes the tasks and assumptions that apply to the work of Eagle Ridge Civil Engineering Services, LLC (Eagle Ridge) to prepare the survey and design of new sidewalk improvements along 17th Street between Maple Street and Madison Street.

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

PRELIMINARY ENGINEERING TASKS

Topographic Survey and Mapping

- ◆ Prepare and deliver a survey notice to property owners and residents prior to performing survey.
- CITY Provide names and addresses of property owners.
- ◆ Contact Indiana Underground to have utilities marked.
- ◆ Conduct topographic survey and mapping and prepare a digital terrain model. Reference survey to horizontal and vertical control that is consistent with City GIS system.
- ◆ Set two control points for construction grade and location control and on plans.

Survey Limits. Survey will be an area bordered as follows:

17th Street from Maple to Madison, more specifically

On the North side, to 10' north of north edge of pavement

On the East end to the centerline of Madison Avenue

On the West end, to 100' west of Maple Street

On the South side, to 50' off the southern E/P, or to building faces if within 50'.

At Jackson Street and Maple Street, to 75' south of 17th Street

R/W and Property Research

- ◆ Collect relevant property information including plat mapping.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel/property data on the project mapping, including located property monuments or corners and apparent property lines and recorded easements.

City/ Local Coordination

- ◆ Send early coordination to local officials who may have comments about the project including City Transit, MCCSC, City Council, Bike/Ped Commission and others as directed by City.
- ◆ Contact CBU for information about needed improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City ITS for information on desired fiber optic conduits in project area.

CITY Provide GIS maps of the project area. Include 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 aerial photography.

***Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington***

Site Reconnaissance

- ◆ Conduct site walkthrough of project area. Review the mapping provided by the surveyor.
- ◆ Obtain a photographic record to assist in the design, in meetings, and to minimize trips to the site.
- ◆ Inventory Signs and other miscellaneous features that may be impacted by the project. Review existing drainage patterns for areas where drainage enters and leaves project site.

Utility Coordination

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning in the project area.
- ◆ Compare utility-provided information with survey data.
- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need is unlikely for sidewalk improvements.*
- ◆ Minimize the impacts to utilities where possible while still meeting CITY's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to the Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.
- ◆ Review Utilities' relocation plans for consistency with project design.
- ◆ Submit relocation plans to CITY with recommendation. Add relocation plans to the project plans.

CITY Approve relocation plans, prepare agreements, and issue notices to proceed to utilities.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Plan set expected to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Contacts
 - Legend and Reference Data
 - Typical Pavement Details and Sections
 - Typical Storm Sewer Details (if needed)
 - Maintenance of Traffic and Erosion Control Plans
 - Plan and Profiles
 - Existing Conditions
 - Proposed Sidewalk, Curbs, Drives
 - Proposed Storm sewers shown in plan and profile
 - Spot Grades/Ditch Grades if needed
 - Pavement Markings
 - Retaining Wall Plan/Profile
 - Structure Data Table
 - Cross Sections on 50' intervals, at all drives, and at grade-critical locations
- ◆ Prepare plans in 11"x17" format.

Milestone Submittals

- ◆ Submit plans for CITY and Utilities' review at the Preliminary (50%) Plan stage.

***Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington***

- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage.
- ◆ Obtain review comments, revise drawings, and publish Final (100%) plans and specifications.

Site and General Design

- ◆ Perform site and sidewalk design.
- ◆ Through City, obtain design of sidewalk west of Maple Street prepared by other consultant. Design to meet this sidewalk.

Grading Plan

- ◆ Prepare Grading Plan for drives, intersections, sidewalks, curbs, flowlines as needed for clarity. Place on Plan and Profile sheets if practicable.

Right of Way Design and Document Preparation

- ◆ Design needed permanent and temporary right of way on the plans.
- ◆ Prepare up to 3 plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way. Submit plats and legal descriptions for CITY's use in obtaining property.
- ◆ Stake parcels for needed right-of-way when requested by CITY, up to a max. of 3 parcels staked. *CITY Perform title and easement search, appraisal, review appraisal, negotiation and buying services / condemnations, and recording of documents.*

Title and General Information Sheets

- ◆ Prepare a Title Sheet that includes the project title, CITY designated numbers and descriptions, a project location map, and signature blocks. Prepare General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Construction Details

- ◆ Prepare typical construction details to describe the sidewalk, ramp and curbing features. Show pavement patching treatments.
- ◆ Prepare typical construction details for storm sewer or culvert features.
- ◆ Prepare details for utility trenching, patching, curb and gutter details if needed

Maintenance of Access and Traffic Coordination and Design

- ◆ If road, lane or drive restriction appears to be needed, determine maintenance of traffic scheme for the project and provide details or notes in plans.
- ◆ Add temporary signs on these plans if needed.

Erosion Control Design

- ◆ Show temporary erosion control measures on these sheets.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets. Show storm sewers or culverts in profile area.

***Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington***

- ◆ Design Pavement Markings to reconfigure lane widths on 17th Street, if applicable.

Drainage Design

- ◆ Layout culverts or storm sewers on Plan and Profile view.
- ◆ Prepare hydrologic and hydraulic computations showing the design flow for proposed pipes.
Note: it is assumed that this project will NOT require a Stormwater Quality filtration structure.
- ◆ Prepare structure notes for the Plan and Profiles and Structure Data tables.
- ◆ Coordinate design with City project on Jackson Street to connect storm sewers to likely outfall/trunk line at Jackson Street.
- ◆ Submit drainage design to CBU for review and approval.

Retaining Wall Design

- ◆ Design Retaining walls on plan and profile view.
- ◆ Provide footer layout and key elevations alongside proposed sidewalk.
- ◆ Show on cross sections.

Cross Sections

- ◆ Provide Cross Sections on 50' intervals, at drives and other grade-sensitive locations.

Specifications / Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment, except for storm sewers , which shall be per CBU specifications.
- ◆ Write unique Specifications for items not covered by INDOT or CBU standards, if applicable.

Stakeholder Meetings

- ◆ Meet with Businesses along the sidewalk route up to **two** times, as requested by CITY. Collect comments and revise project as appropriate after consultation with CITY.
- ◆ Prepare meeting records (minutes) for meetings if necessary.

Owner Coordination Meetings

- ◆ Attend a combined plan review / coordination meeting for all project areas with CITY at Preliminary Design (50%), and Draft Final Plans (95%). *The meeting for the 50% plans is expected to be a team walkthrough (field check and utility coordination meeting).*
- ◆ Schedule and conduct the combined field check and utility coordination meeting.
- ◆ Attend up to **two** additional coordination meetings with DPW, CITY staff, or the Council during the project.

BIDDING SUPPORT TASKS

- ◆ Prepare a set of front-end bidding documents including Notice to Bidders, Instructions to Bidders, Bid Form, Agreement, Bid Bond, Performance Bond, State Form 96 in City's local format.
- ◆ Prepare cost estimate for use in Bid evaluation.

***Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington***

- ◆ Prepare plans and project manual in PDF format.
- CITY Publish the Official Notice to Bidders as required.
- ◆ Respond to questions from bidders if requested by CITY.
- ◆ Attend Prebid Meeting.
- ◆ Prepare Addenda if needed.
- CITY Distribute Addenda to the planholders.
- CITY Receive, open and process bid packages.
- CITY Issue Notice of Award and process Agreements with the selected Contractor.

CONSTRUCTION PHASE TASKS

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications. Provide at least an initial response to questions within one business day.
- CITY Provide on-site inspection and daily reporting.

PROJECT MANAGEMENT TASKS

- ◆ Set up task in accounting system for invoicing and expense record management.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- ◆ Prepare Invoices to CITY to include supporting documentation and cost records if requested. Prepare Progress Reports monthly in a format acceptable to CITY.

ASSUMPTIONS:

Environmental Hazards

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

*Sidewalk Improvements on 17th Street from Maple Street to Madison Street
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EXHIBIT B

COMPENSATION

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of **\$61,325**. 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	\$50/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%*
Mileage Reimbursement	Current IRS Rate

The attached spreadsheet details the fee estimate by task.

*Sidewalk Improvements on 17th Street from Maple Street to Madison Street
City of Bloomington*

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 29, 2014	
Survey Complete	March 10, 2014	
Preliminary Plans	May 30, 2014	
Field Check/Utility Coordination Meeting	June 15, 2014	
Draft Final Plans and Specifications	August 30, 2014	
R/W Acquisition by City	August-December 2014	
Final Plans and Specifications	February 2015	
Bidding	March 2015	
Construction	April-August 2015	

*Sidewalk Improvements on 17th Street from Maple Street to Madison Street
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**EXHIBIT D
KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Senior Civil Engineer/Project Manager	Brock Ridgway, P.E.
Civil Engineer/Project Engineer	Michael Tanis, P.E.
Surveyor:	Bledsoe, Riggert & Guerrettaz, Inc.



Board of Public Works Staff Report

Project/Event: Contract Agreement for Design of Kinser Pike Sidewalk
(200 feet north of 17th Street to 800 feet north of 17th
Street)

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: January 28, 2014

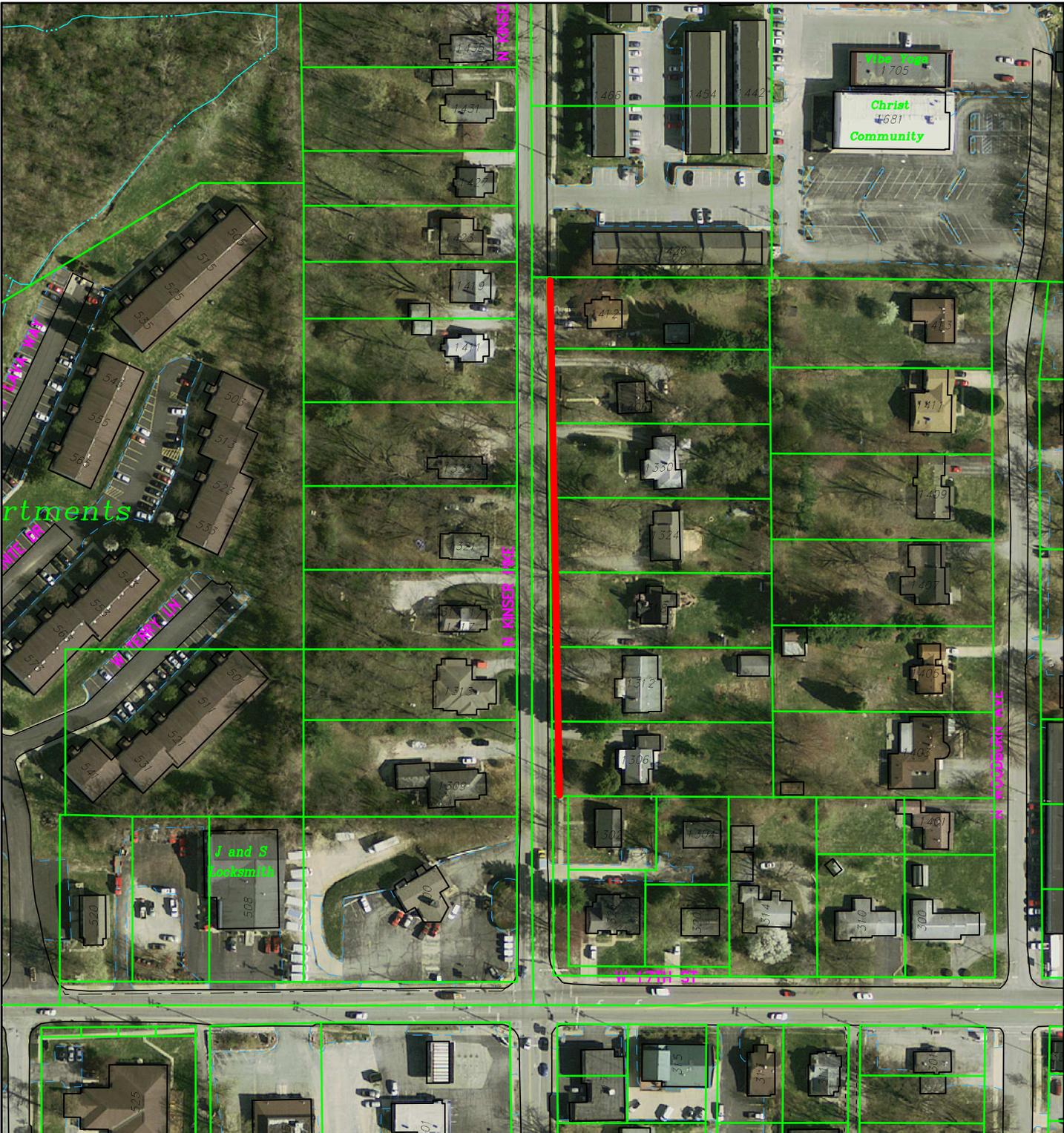
The City of Bloomington Engineering Department has been working with the City Council Sidewalk Committee to facilitate their recommendations for 2014.

The City Council Sidewalk Committee Report was approved on January 15th and proposes to design a section of sidewalk along the east side of Kinser Pike from 200 feet north of 17th Street to 800 feet north of 17th Street.

This project is to be designed in 2014, with possible right of way and construction to occur in 2015 following a successful design.

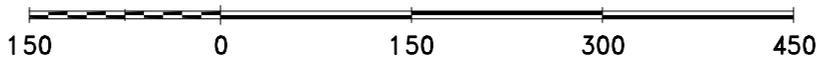
We recommend the design for this project be completed by Bledsoe, Riggert and Guerretauz for the amount not to exceed \$32,870.00

Recommend **Approval by Justin Wykoff**

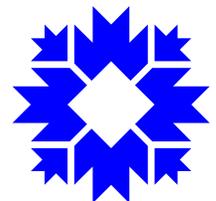


Kinser Pike Sidewalk Location Map

By: wykoffj
21 Jan 14



City of Bloomington
Engineering



Scale: 1" = 150'

For reference only; map information NOT warranted.

PROJECT NAME: Sidewalk Improvements on Kinser Pike from north of 17th Street to Existing Sidewalk

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks on the **east side of Kinser Pike from north of 17th Street to existing sidewalk.**

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

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. 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, 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 amount of **Thirty Two Thousand Eight Hundred Seventy Dollars (\$32,870.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Bledsoe Riggert & Guerrettaz, Inc
1351 West Tapp Road
Bloomington, IN 47403-3238

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

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

administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Bledsoe Riggert & Guerrettaz, Inc

By: _____
Charlotte Zietlow
President

William S. Riggert, P.E.
Vice President

By: _____
Mark Kruzan,
Mayor

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

The following scope of services describes the tasks and assumptions that apply to the work of Bledsoe Riggert & Guerrettaz, Inc (BRG) to prepare the survey and design of new sidewalk improvements along the east side of Kinser Pike from north of 17th Street to the existing sidewalk.

Tasks to be performed by BRG are identified by bullets, the responsibilities of City are designated by statements beginning with “City”. Information regarding assumptions or conditions of this scope is typically in italicized text.

PRELIMINARY ENGINEERING TASKS

Topographic Survey and Mapping

- Prepare and deliver a survey notice to property owners and residents prior to performing survey.
- CITY Provide names and addresses of property owners.
- Contact Indiana Underground to have utilities marked.
- Conduct topographic survey and mapping and prepare a Civil 3D model. Reference survey to horizontal and vertical control that is consistent with City GIS system.
- Set two control points for construction grade and location control and on plans.

Survey Limits will be an area bordered as follows:

Kinser Pike from north of 17th Street to the existing sidewalk, more specifically

On the west side, to 5-feet west of the west edge of pavement

On the east side, to 50-feet east of the east edge of pavement

On the south end, to 10-feet south of the north end of the existing sidewalk

On the north end, to 10-feet north of the south end of the existing sidewalk

R/W and Property Research

- Collect relevant property information including plat mapping.
- Identify apparent existing right-of-way on the topographic mapping.
- Place parcel/property data on the project mapping, including located property monuments or corners and apparent property lines and recorded easements.

City/ Local Coordination

- Send early coordination to local officials who may have comments about the project including City Transit, MCCSC, City Council, Bike/Ped Commission and others as directed by City.
- Contact CBU for information about needed improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- Contact City ITS for information on desired fiber optic conduits in project area as directed by City.
- CITY Provide GIS maps of the project area. Include 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 aerial photography.

***Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington***

Site Reconnaissance

- Conduct site walkthrough of project area. Review survey mapping to ensure accuracy.
- Obtain a photographic record to assist in the design, in meetings, and to minimize trips to the site.
- Inventory Signs and other miscellaneous features that may be impacted by the project. Review existing drainage patterns for areas where drainage enters and leaves project site.

Utility Coordination

- In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning in the project area.
- Compare utility-provided information with survey data.
- Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need is unlikely for sidewalk improvements.*
- Minimize the impacts to utilities where possible while still meeting CITY's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to the Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.
- Review Utilities' relocation plans for consistency with project design.
- Submit relocation plans to CITY with recommendation. Add relocation plans to the project plans.

CITY Approve relocation plans, prepare agreements, and issue notices to proceed to utilities.

DESIGN TASKS

Plans

- Prepare Construction Plans - Plan set expected to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Contacts
 - Legend and Reference Data
 - Sidewalk Details
 - Erosion Control Plans
 - Plans
 - Existing Conditions
 - Proposed Sidewalk and Drives
 - Proposed Grading and Drainage
 - Retaining Wall Plan and Elevations
 - Cross Sections on 50-foot intervals, at all drives, and at grade-critical locations
- Prepare plans in 11"x17", 22" x 34", or 24" x 36" – to be determined.

Milestone Submittals

- Submit plans for CITY and Utilities' review at the Preliminary (50%) Plan stage.
- Submit Plans and Specifications for review and comment at the Draft Final (95%) stage.
- Obtain review comments, revise drawings, and publish Final (100%) plans and specifications.

*Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington*

Site and General Design

- Perform site and sidewalk design.

Grading Plan

- Prepare Grading Plan for drives, sidewalks, retaining walls, flowlines as needed for clarity.

Right of Way Design and Document Preparation

- Design needed permanent and temporary right of way on the plans.
 - Prepare up to seven (7) plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way. Submit plats and legal descriptions for CITY's use in obtaining property.
 - Stake parcels for needed right-of-way when requested by CITY, up to a max. of seven (7) parcels staked.
- CITY Perform title and easement search, appraisal, review appraisal, negotiation and buying services / condemnations, and recording of documents.

Title and General Information Sheets

- Prepare a Title Sheet that includes the project title, CITY designated numbers and descriptions, a project location map, and signature blocks. Prepare General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Construction Details

- Prepare typical construction details to describe the sidewalk and any other features necessary to address the work. Include curb repair and pavement patching treatments.

Maintenance of Access and Traffic Coordination and Design

- If road, lane or drive restriction appears to be needed, determine maintenance of traffic scheme for the project and provide details or notes in plans.
- Add temporary signs on these plans if needed.

Erosion Control Design

- Show temporary erosion control measures on these sheets.

Retaining Wall Design

- Design Retaining walls based on segmental block system.
- Show location on plan and provide elevations as needed for clarity.
- Provide footing layout or foundation treatment and key elevations alongside proposed sidewalk.
- Show on cross sections.

Cross Sections

***Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington***

- Provide Cross Sections on 50' intervals, at drives and other grade-sensitive locations.

Specifications / Special Provisions

- Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements.
- Propose project be bid as a lump sum bid for all work as indicated.
- Write unique Specifications for items not covered by INDOT, if applicable.

Stakeholder Meetings

- Meet with Property Owners along the sidewalk route up to two (2) times, as requested by CITY. Collect comments and revise project as appropriate after consultation with CITY.
- Prepare meeting records (minutes) for meetings if necessary.

Owner Coordination Meetings

- Attend a combined plan review / coordination meeting for all project areas with CITY at Preliminary Design (50%), and Draft Final Plans (95%). *The meeting for the 50% plans is expected to be a team walkthrough (field check and utility coordination meeting if necessary).*
- If necessary, schedule and conduct the combined field check and utility coordination meeting.
- Attend up to two (2) additional coordination meetings with DPW, CITY staff, or the Council during the project.

BIDDING SUPPORT TASKS

- Prepare a set of front-end bidding documents including Notice to Bidders, Instructions to Bidders, Bid Form, Agreement, Bid Bond, Performance Bond, State Form 96 in City's local format.
 - Prepare cost estimate for use in Bid evaluation.
 - Prepare plans and project manual in PDF format.
- CITY Publish the Official Notice to Bidders as required.
- Respond to questions from bidders if requested by CITY.
 - Attend Prebid Meeting.
 - Prepare Addenda if needed.
- CITY Distribute Addenda to the planholders.
- CITY Receive, open and process bid packages.
- CITY Issue Notice of Award and process Agreements with the selected Contractor.

CONSTRUCTION PHASE TASKS

- Assist in the resolution of field issues and interpretations of the Plans and Specifications. Provide at least an initial response to questions within one business day.
- CITY Provide on-site inspection and daily reporting.

PROJECT MANAGEMENT TASKS

- Set up task in accounting system for invoicing and expense record management.
- Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- Prepare Invoices to CITY to include supporting documentation and cost records if requested. Prepare Progress Reports monthly in a format acceptable to CITY.

***Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington***

ASSUMPTIONS:

Environmental Hazards

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

*Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington*

EXHIBIT B

COMPENSATION

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of **\$32,870.00**. In the event that additional services are needed, additional compensation will be determined using the following rates:

Principal Civil Engineer (PE)	\$110.00/Hour
Graduate Civil Engineer (EI)	\$80.00/Hour
Graduate Landscape Architect	\$80.00/Hour
CADD Technician	\$70.00/Hour
Admin Assistant	\$60.00/Hour

The attached spreadsheet details the fee estimate by task.

*Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington*

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 29, 2014	
Survey Complete	March 10, 2014	
Preliminary Plans	May 30, 2014	
Field Check/Utility Coordination Meeting	June 15, 2014	
Draft Final Plans and Specifications	August 30, 2014	
R/W Acquisition by City	August-December 2014	
Final Plans and Specifications	February 2015	
Bidding	March 2015	
Construction	April-August 2015	

*Sidewalk Improvements on Kinser Pike from north of 17th Street to existing sidewalk
City of Bloomington*

EXHIBIT D

KEY PERSONNEL

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

Position / Responsibility

Name

Principal Civil Engineer/Project Manager
Graduate Civil Engineer/Project Engineer

William S. Riggert, PE
Chelsea S. Moss, EI, LEED AP BD+C



Board of Public Works Staff Report

Project/Event: Contract Agreement for Construction of Signal Upgrade at 3rd Street and Washington Street Intersection

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

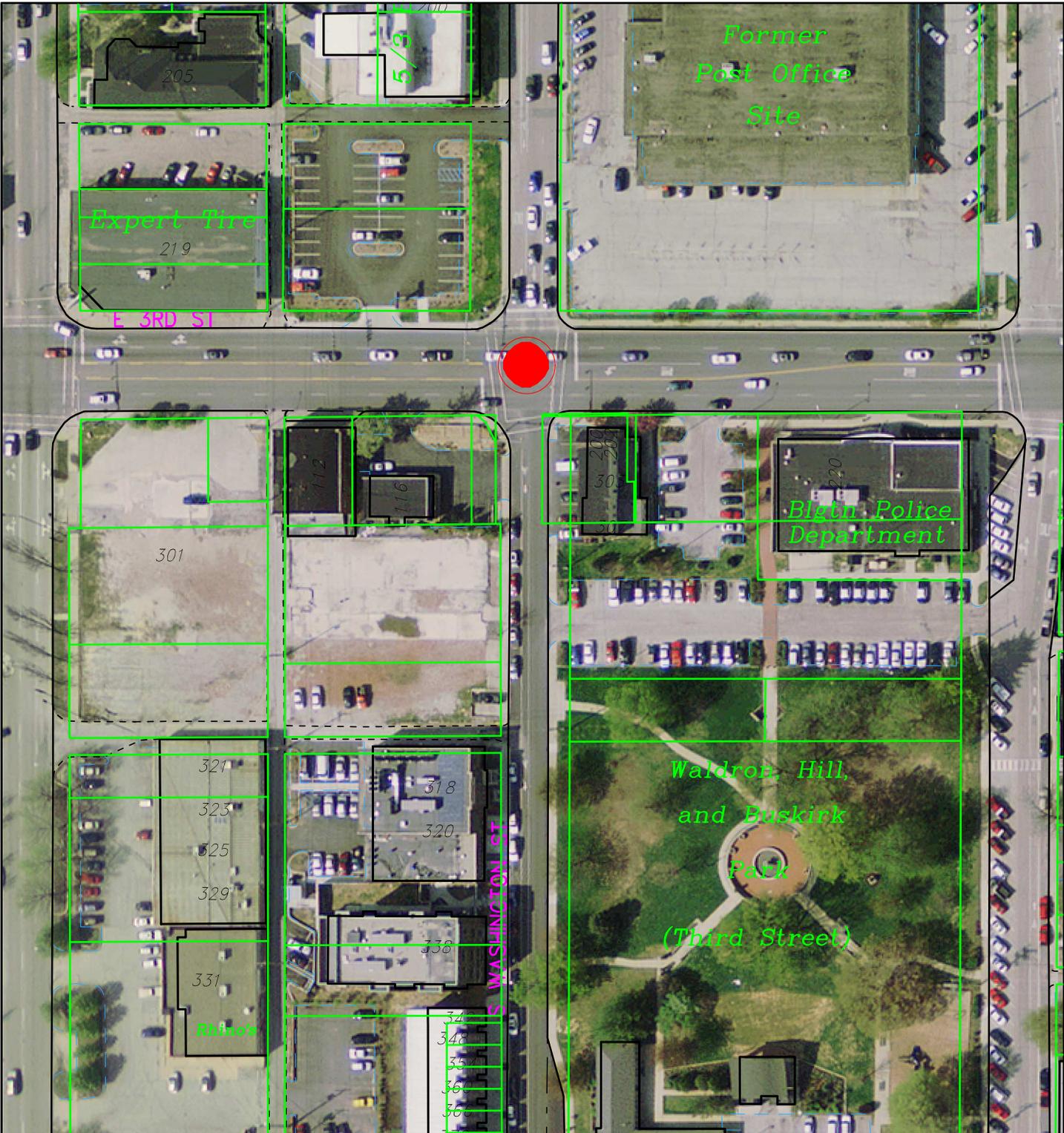
Meeting Date: January 28, 2014

The City of Bloomington Engineering Department has been working with the Street Department to make needed improvements and upgrades to the existing traffic signal located at 3rd Street and Washington Street.

These improvements and upgrades would include new poles, sidewalk ramps, and improved pedestrian crossing elements that include ADA requirements for audible pedestrian signals.

We recommend the construction for this project be completed by James H. Drew for the amount not to exceed \$26,427.00. The City of Bloomington Street Department will be performing a majority of this work with James H. Drew drilling/placing foundations, and setting the strain poles and cabinet foundation.

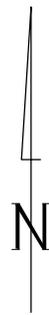
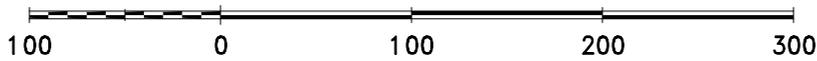
Recommend **Approval by Justin Wykoff**



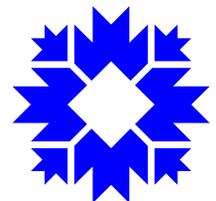
3rd Street and Washington Street

Location Map

By: wykoffj
23 Jan 14



City of Bloomington
Engineering



Scale: 1" = 100'

For reference only; map information NOT warranted.

AGREEMENT
BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND
James H. Drew Corporation
FOR
3rd Street and Washington Street Traffic Signal Improvements

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and James H. Drew Corporation , (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for 3rd Street and Washington Street Traffic Signal Improvement Project (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within sixty (60) calendar days from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty-Six Thousand Four Hundred and Twenty-Seven Dollars and No Cents (\$26,427.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

ARTICLE 4. GENERAL PROVISIONS

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

4.02 Abandonment, Default and Termination

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

- 4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.
- 4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:
1. Failure to begin the work under this Agreement within the time specified.
 2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
 4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 5. Discontinuing the prosecution of the work or any part of it.
 6. Inability to finance the work adequately.
 7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.
- 4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.
- 4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.
- 4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

4.03 Successors and Assigns

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

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

4.04 Extent of Agreement: Integration

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

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

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

4.05 Insurance

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

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

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

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements;
3. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury; and
6. Independent Contractors.

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

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

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

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

4.08 Non-Discrimination

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

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

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;
2. The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting

on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials

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

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

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

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

4.11 Amendments/Changes

- 4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- 4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- 4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- 4.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.12 Performance Bond and Payment Bond

- 4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- 4.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.
- 4.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	James H. Drew Corporation
Attn: Joe Vandeventer, Street Operations Dir.	Jon Richards, Estimator
1981 South Henderson Street	8701 Zionsville Road
Bloomington, Indiana 47403	Indianapolis, Indiana 46268-0935

4.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

4.17 Steel or Foundry Products

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

4.17.02 Domestic Steel products are defined as follows:

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

4.17.03 Domestic Foundry products are defined as follows:

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

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

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

4.18 Verification of Employees' Immigration Status

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

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

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, Indiana 46268-0935

BY:

BY:

Charlotte Zietlow, President, Board of Public Works

Contractor Representative

James McNamara, Member, Board of Public Works

Printed Name

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

Title of Contractor Representative

Mark Kruzan, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

3rd Street and Washington Street Signalization Upgrade

This project shall include, but is not limited to;

1. Removal and Delivery of (3) mast arm structures, (1) "A" base pedestal, and (1) controller cabinet.
2. Installation of (4) strain pole foundations
3. Installation of (1) P1 cabinet foundation
4. Installation of 50 feet of 2 inch steel conduit
5. Installation of (4) City of Bloomington furnished strain poles
6. Installation of (1) signal hand hole

This project shall include the following conditions;

1. The City of Bloomington is to verify and stake right of way lines
2. Excludes any class "X" excavation (rock for foundations shall be paid in addition to this agreement)
3. Excludes any permits
4. Excludes any overtime
5. Excludes any utility relocations
6. City of Bloomington to furnish strain pole anchor bolts
7. City of Bloomington will provide (4) men working signs on temporary wind master stands during project.

Attachment 'C'

"PROJECT SCHEDULE"

A project schedule is to be completed for the work and included with the contract as Attachment 'C'. Schedule shall include all controlling operations, and any planned access or entrance closures anticipated during the project. All businesses shall be accommodated as needed to remain open during construction if any ingress/egress areas are affected.

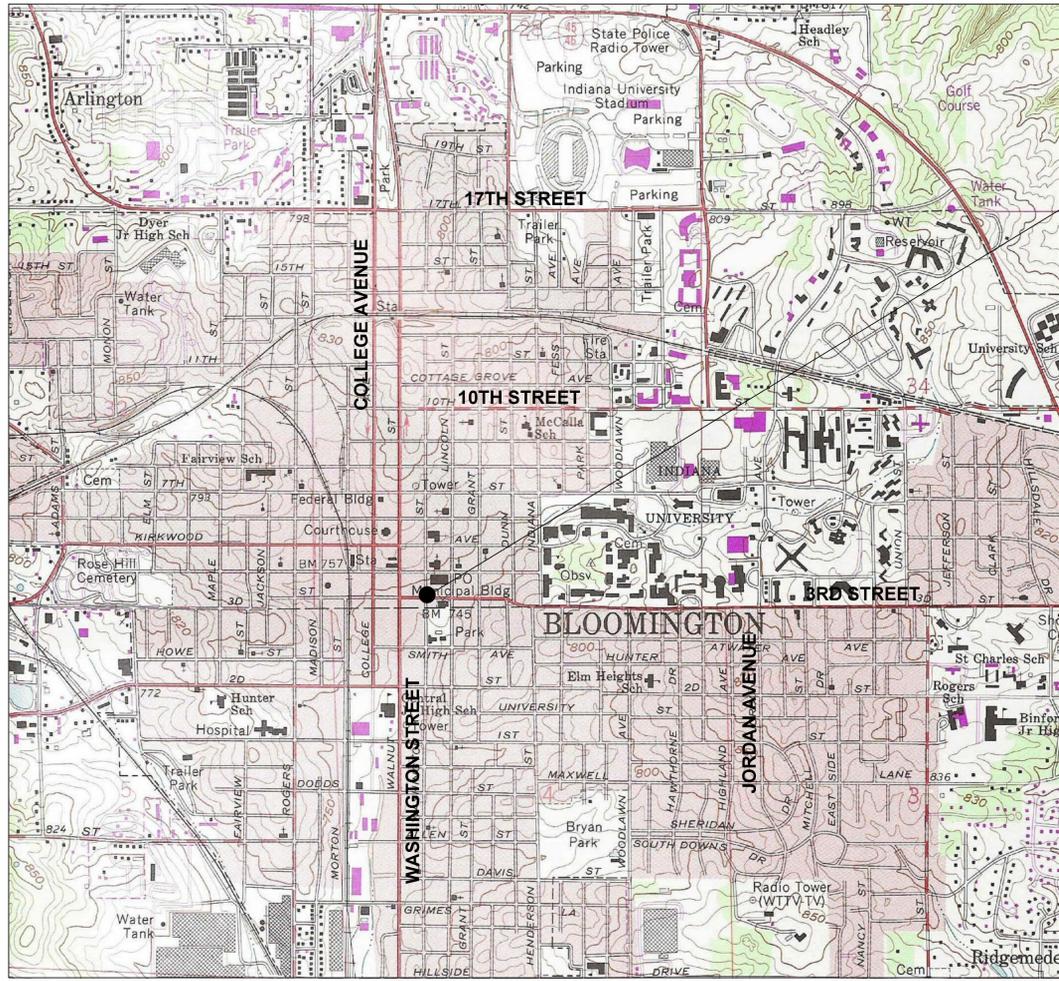
CITY OF BLOOMINGTON



INTERSECTION IMPROVEMENT 3RD STREET AND WASHINGTON STREET INTERSECTION

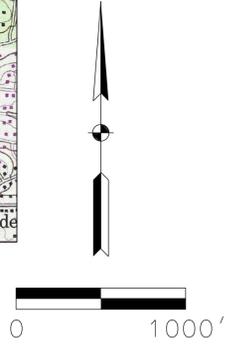
INDEX OF DRAWINGS

- 1 TITLE SHEET
- 2 TYPICAL DETAILS AND RAMP STANDARD DETAILS
- 3 3RD STREET AND WASHINGTON STREET INTERSECTION SIDEWALK AND RAMP PLAN
- 4 MAINTENANCE OF TRAFFIC AND ACCESS PLAN



PROJECT LOCATION

LOCATION MAP
BLOOMINGTON, INDIANA



es:\p0\ecis\1007\gpn\1\16\07\0001.dgn
 1:27:40 AM
 1/10/2014

PREPARED BY:



1321 Laurel Oak Drive
Avon, Indiana 46123
(317)370-9672

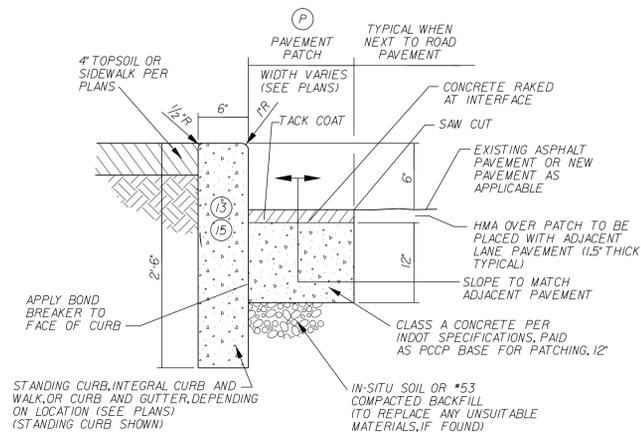
**PRELIMINARY PLANS
FOR REVIEW ONLY
1-7-14**

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: BR	DRAWN: SCS	
CHECKED: X	CHECKED: BR	

CITY OF BLOOMINGTON

3RD STREET AND WASHINGTON STREET INTERSECTION

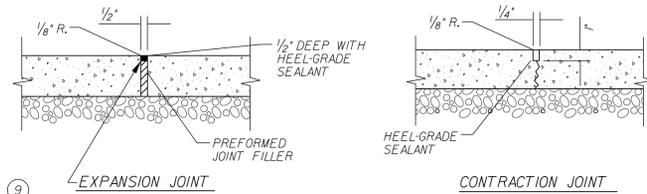
HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	PROJECT
	3RD ST. AND WASH. ST.



P PAVEMENT PATCH AT CURBS DETAIL
NTS

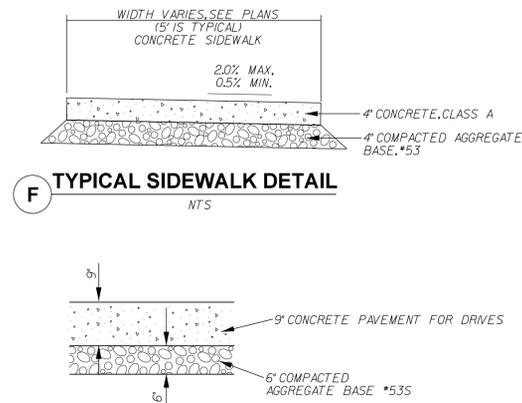
NOTES:

1. AREA BEHIND CURBS TO RECEIVE TREATMENT AS SHOWN ON PLANS.
2. REFER TO CURB JOINTS NOTES FOR CURB JOINTING.
3. PAVEMENT PATCHING MAY NOT BE REQUIRED IF EXISTING PAVEMENT CAN BE REMOVED TO A CLEAN AND STRAIGHT EDGE AT FRONT OF PROPOSED CURB OR GUTTER. CITY APPROVAL IS REQUIRED.
4. PAVEMENT PATCHING REQUIRED WHEREVER EXISTING PAVEMENT MUST BE REPAIRED OR REPLACED NEXT TO REQUIRED CURB, DRIVE OR SIDEWALK WORK.



JOINT IN CONCRETE SIDEWALKS
NTS

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



F TYPICAL SIDEWALK DETAIL
NTS

C3 TYPICAL CLASS III DRIVE PAVEMENT
NTS

SIDEWALK JOINT NOTES:

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

CURB JOINTS NOTE:

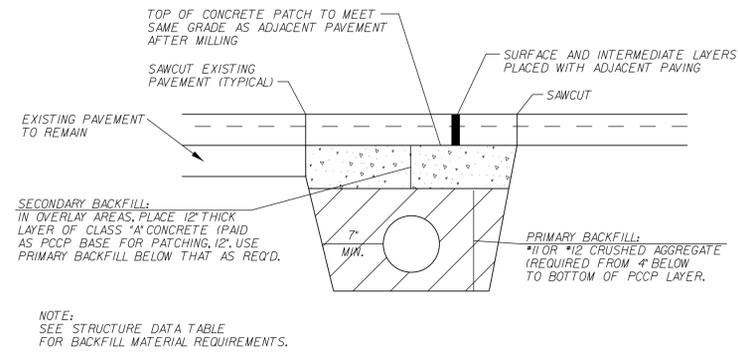
1. ALL CURBS SHALL RECEIVE A FULL DEPTH EXPANSION JOINT FORMED WITH 1/2" PREFORMED JOINT FILLER AT THE FOLLOWING LOCATIONS:

- EVERY EXPANSION JOINT IN ADJACENT SIDEWALKS OR MEDIAN BUFFER STRIP
- AT EACH RADIUS POINT AND AT START/END OF DRIVES
- ON EITHER SIDE OF CURB INLETS OR OTHER CASTINGS
- AT SAWCUT LIMITS OF REMOVAL TO ANY EXISTING CURB
- AT 100' MAXIMUM INTERVALS, IF NO OTHER JOINTS NEEDED

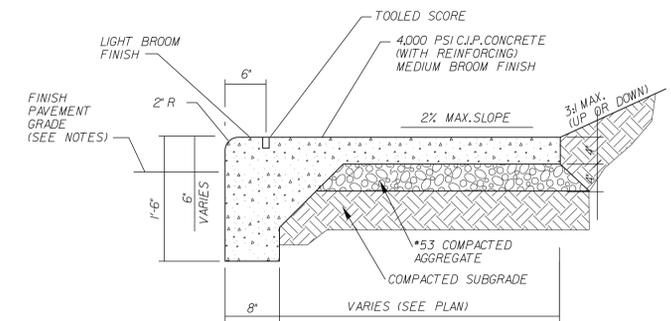
2. CURBS & COMBINED CURB AND GUTTER SHALL RECEIVE A TOOLED CONTRACTION JOINT AT 20' MAXIMUM SPACING.

CURB RAMPS AND TRUNCATED DOMES:

1. RAMPS TO BE CONSTRUCTED AT A MAXIMUM 12:1 SLOPE TO A LANDING AREA FOR ENTRY ONTO ROADWAY PER PLANS.
2. RAMPS ARE TO RECEIVE DETECTABLE WARNING PLATES, PER CITY STANDARDS. PLATES SHALL BE EAST JORDAN IRON WORKS, MODEL #7005. INSTALL PER MANUFACTURER'S SPECIFICATIONS.



PIPE BACKFILL AND PAVEMENT PATCHING OVER PIPES
NTS



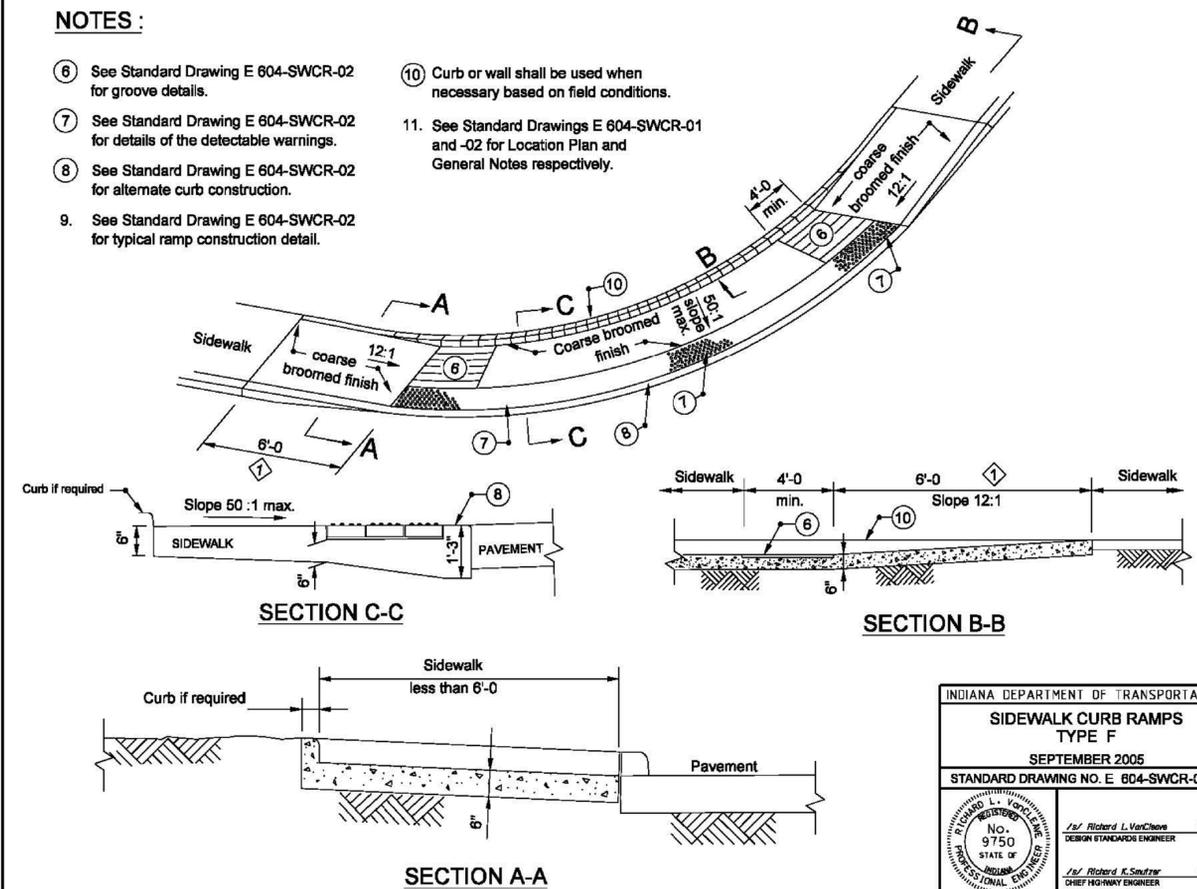
IC INTEGRAL CURB AND WALK
NTS

NOTES:

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

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 See Standard Drawing E 604-SWCR-02 for typical ramp construction detail.
- 10 Curb or wall shall be used when necessary based on field conditions.
- 11 See Standard Drawings E 604-SWCR-01 and -02 for Location Plan and General Notes respectively.



INDIANA DEPARTMENT OF TRANSPORTATION	
SIDEWALK CURB RAMPS TYPE F	
SEPTEMBER 2005	
STANDARD DRAWING NO. E 604-SWCR-08	
	/s/ Richard L. VanCleave 9-0-05 DESIGN ENGINEER DATE
	/s/ Richard E. Sautter 9-0-05 CHIEF HIGHWAY ENGINEER DATE

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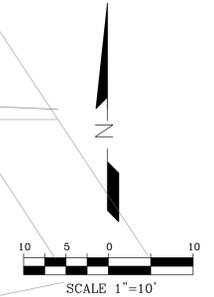
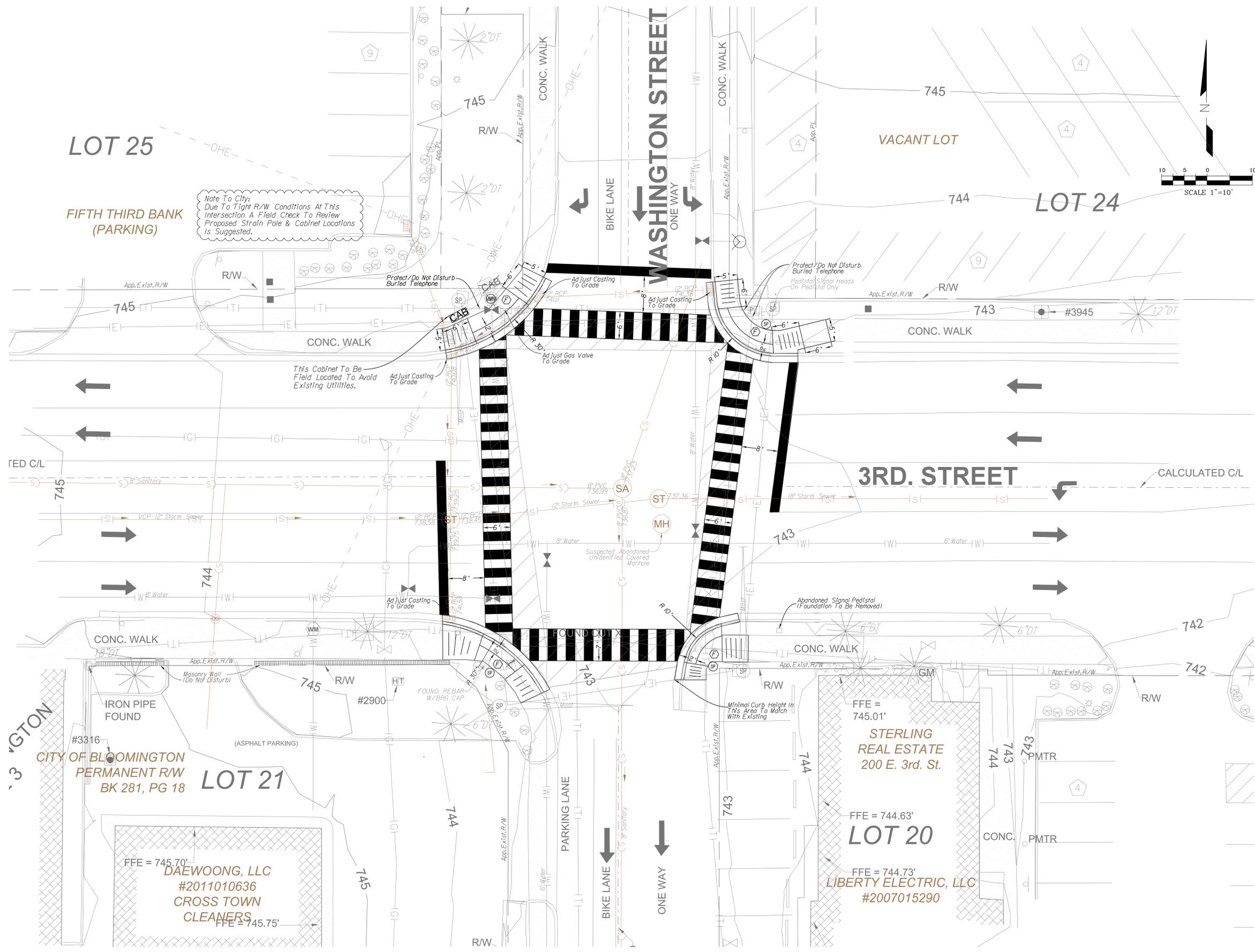
PRELIMINARY PLANS FOR REVIEW ONLY

RECOMMENDED FOR APPROVAL _____	DESIGN ENGINEER _____	DATE _____
DESIGNED: BR	DRAWN: SCS	
CHECKED: X	CHECKED: BR	

CITY OF BLOOMINGTON

TYPICAL DETAILS AND RAMP STANDARD DETAILS

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
N/A	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	2 of 4
	PROJECT
	3RD ST. AND WASH. ST.



Note To City:
Due To Tight R/W Conditions At This
Intersection A Field Check To Review
Proposed Strain Pole & Cabinet Locations
Is Suggested.

This Cabinet To Be
Field Located To Avoid
Existing Utilities.

LEGEND:

○ YARD LIGHT	—X— FENCE	○ FD AXEL
○ LIGHT POLE	—OH— OVERHEAD WIRES	○ FD BRASS DISK
○ SIGNAL POLE	—UE— UNDER ELEC.	○ FD COT. GIN SPDLE
○ UTILITY POLE	—G— GAS LINE	○ FD CHISELED X
○ GUY WIRE	—S— SAN SEWER LINE	○ SET CHISELED X
○ CATCH BASIN	—SS— STORM SEWER LINE	○ SET DRILL HOLE
○ CURB INLET	—TW— UNDER TELEPHONE	○ FD HARRISON MON.
○ ELECTRIC MH	—W— EXISTING WATER LINE	○ SET HARRISON MON.
○ MANHOLE	—CW— CHILLED WATER LINE	○ SET HUB/TACK
○ PHONE MH	—S— SIGN	○ FD REBAR
○ SANITARY MH	—RW— ROW MON.	○ SET REBAR
○ SIGNAL MH	—B— BOLLARD	○ FD MAG NAIL
○ STEAM MH	—BH— BORE HOLE	○ SET MAG NAIL
○ STORM MH	—DS— DOWNSPOUT	○ SET NAIL
○ WATER MH	—P— POLE	○ FD PIPE
○ ELEC. METER	—PM— PARKING METER	○ SET RR SPIKE
○ CLEANOUT	—S— SPIGOT	○ FD RR SPIKE
○ GAS METER	—T— T-POST	○ SET RR SPIKE
○ GAS VALVE	—W— WOOD POST	○ FD STONE
○ WATER VALVE	—P— PARKING SPACES	○ (R) RECORDED B&D
○ FIRE HYDRANT	—TR— TRANSFORMER	○ (M) MEASURED B&D
○ SPR. HOOKUP	—E— ELEC. VAULT	○ (C) CALCULATED B&D
○ SPRINKLER	—V— VALVE VAULT	○ (PROP) PROPORTIONAL DIST.
	—AC— AC UNIT	○ AG. ABOVE GROUND
	—PB— PHONE BOOTH	○ BELOW GROUND
	—BF— BIRD FEEDER	○ CONF. TREE
	—MB— MAILBOX	○ DECID. TREE
	—PT— PROP. TANK	○ SHRUB
	—PB— PARKING BLOCK	○ PHONE RISER-BOX
		○ FIRE RISER-BOX
		○ ELEC. RISER-BOX

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

PROPOSED FEATURE LEGEND		CONSTRUCTION LIMITS		NEW STRAIN POLE BY OTHERS	
(A) CURB RAMP, LETTER DESIGNATES TYPE	(CL) CONSTRUCTION LIMITS	(13) CURB, CONCRETE	● NEW STRAIN POLE BY OTHERS		
(B) NEW BRICK PAVEMENTS	(F) CONCRETE SIDEWALK, 4" WITH IU BEIGE COLOR ADDITIVE	(26) SODDING			
(C) CLASS DRIVE PER DETAIL	(IC) INTEGRAL CURB AND GUTTER	(38) THERMOPLASTIC, 24" LINE			
	(P) PAVEMENT PATCHING, FULL-DEPTH	■ CONTROLLER CABINET AND FOUNDATION (BY CITY)			
		○ SIGNAL STRAIN POLE (BY CITY)			

PRELIMINARY PLANS FOR REVIEW ONLY

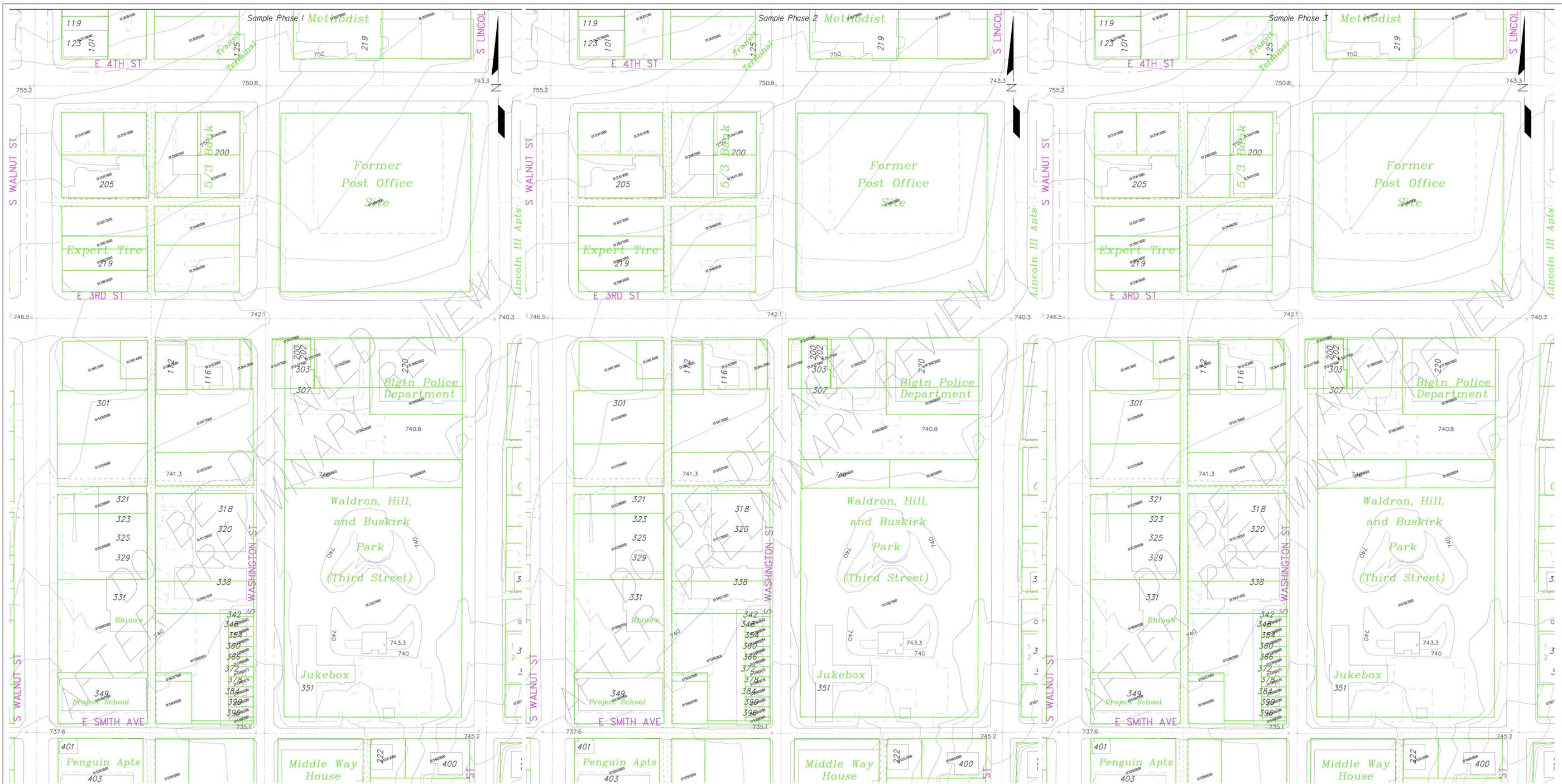
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CHECKED: X	CHECKED: BR	

CITY OF BLOOMINGTON

JORDAN AVENUE AND 3RD STREET SIDEWALK AND RAMP PLAN

HORIZONTAL SCALE	BRIDGE FILE
1" = 10'-0"	N/A
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEETS
	3 of 4
CONTRACT	PROJECT
	3RD ST. AND WASH. ST.

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MAINTENANCE OF TRAFFIC AND ACCESS REQUIREMENTS

LANE/ROAD RESTRICTION REQUIREMENTS

1. FULL ROAD CLOSURES OF EITHER 3RD STREET OR WASHINGTON STREET ARE NOT ALLOWED AT ANY TIME. TEMPORARY LANE RESTRICTIONS WITH FLAGGERS AND APPROPRIATE SIGNAGE OR FLASHING ARROW WITH SIGNAGE WILL BE ALLOWED BUT ONLY DURING DAYLIGHT HOURS.
2. LANE RESTRICTIONS WILL BE ALLOWED FOR DRIVE REPLACEMENT, CURB INSTALLATION, STRUCTURE INSTALLATION AND SIDEWALK CONSTRUCTION, BUT ONLY DURING DAYLIGHT WORK HOURS. NO OVERNIGHT RESTRICTIONS ARE PERMITTED.
3. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
4. INCOMPLETE EXCAVATIONS SHALL BE COVERED AS NEEDED USING STEEL PLATES, TEMPORARY BARRIERS OR OTHER APPROVED MEANS. TRENCHES SHALL BE FILLED OR BARRICADED DAILY.

ACCESS TO BUSINESS REQUIREMENTS

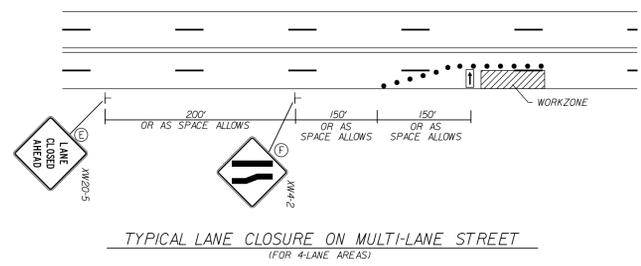
1. CONTRACTOR SHALL CONTACT EACH BUSINESS A MINIMUM OF 1 WEEK PRIOR TO WORK IN FRONT OF THAT BUSINESS TO DISCUSS ACCESS NEEDS AND TO INFORM THEM OF THE PAVING SCHEDULE.
2. ACCESS TO BUSINESSES AND RESIDENCES:
ALL WORK MUST BE CONDUCTED SUCH THAT A USABLE ACCESS IS KEPT IN SERVICE TO EACH BUSINESS OR RESIDENCE. ANY INTERRUPTIONS OF BUSINESS ACCESS WILL BE COORDINATED WITH OWNERS TO OCCUR DURING NON-OPERATING HOURS, IF POSSIBLE. RESTRICTIONS TO ACCESS MUST BE COORDINATED AT LEAST 48 HOURS IN ADVANCE. ACCESS MUST BE RESTORED WHEN CONTRACTOR IS NOT WORKING USING TEMPORARY AGGREGATE OR STEEL PLATING.
3. NO MORE THAN ONE DRIVE AT SW CORNER MAY BE CLOSED AT A TIME.

GENERAL REQUIREMENTS:

1. ALL SIGNS TO BE MOUNTED ON STANDARDS.
2. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ALL SIGNS, BARRICADES, DRUMS AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

PEDESTRIAN NOTES:

1. DUE TO HEAVY PEDESTRIAN USE, ONLY ONE CORNER MAY BE CLOSED TO PEDESTRIANS AT A TIME.
2. MULTIPLE CORNERS MAY BE WORKED, BUT AN AVAILABLE PEDESTRIAN ROUTE MUST BE AVAILABLE ON THREE OF THEM.
3. ONE CROSSING NORTH-SOUTH, AND ONE CROSSING EAST-WEST MUST BE AVAILABLE AT ALL TIMES.
4. CONTRACTOR SHALL USE TEMPORARY CONSTRUCTION FENCING MOUNTED TO TEMPORARY POSTS TO GUIDE PEDESTRIAN PASSAGE THROUGH WORKZONES AS NEEDED.
5. WITH REGARD TO A CLOSED CORNER, CONTRACTOR SHALL PLACE TEMPORARY SIGNAGE FOR "SIDEWALK CLOSED AHEAD" AND "USE OTHER SIDE" AS NEEDED TO ENCOURAGE CROSSING AT THE NEAREST CROSSWALK (GENERALLY ONE BLOCK FROM CLOSURE) IN EACH DIRECTION FROM THE CLOSURE.
6. PEDESTRIAN ROUTE CLOSURES ARE TO BE COORDINATED WITH LANE RESTRICTIONS AS NEEDED.



MAINTENANCE OF TRAFFIC LEGEND

	INDOT STANDARD DRUM WITH STEADY BURN LIGHTS		CONSTRUCTION SIGNS (SHAPE PER MUTCD)
	FLASHING ARROW SIGN		TRAFFIC FLOW DIRECTION
	BARRICADE (TYPE III)		DETOUR ROUTE MARKER ASSEMBLIES (SEE DETAIL)

ALL SIGNS, BARRICADES, DRUMS, FLASHING ARROWS, DETOUR ROUTE MARKER ASSEMBLIES, FLAGGING OPERATIONS, AND RELATED WORK SHALL BE INCLUDED IN THE COST FOR MAINTENANCE OF TRAFFIC

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CITY OF BLOOMINGTON	
MAINTENANCE OF TRAFFIC AND ACCESS	

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'-0"	N/A
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEETS
CONTRACT	4 of 4
	PROJECT
	3RD ST. AND WASH. ST.

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