



**City of Bloomington
Planning and Transportation Department**

INVITATION FOR QUOTES

November 2, 2016

TO: All Potential Quoters

RE: Installation of ADA ramps, Intersection of East 3rd Street and South Clarizz Boulevard.

The City of Bloomington, Planning and Transportation Department, is seeking quotes for the installation of ADA ramps at the intersection of East 3rd Street and South Clarizz Avenue. This project shall include, but is not limited to, the installation of two ADA compliant ramps on the north side of the intersection of East 3rd Street and South Clarizz Boulevard, as depicted on the attached set of plans.

Quotes are to be submitted on the attached quote form and returned via;

Mail,

City of Bloomington, Planning and Transportation Department
Attn: Roy Aten
401 North Morton Street, Suite #130
Bloomington IN, 47404

Or email,

atenro@bloomington.in.gov

All quotes shall be submitted no later than **Thursday November 10th, 2016 at 10 AM.**

All materials, equipment and labor required for the completion of the project shall be provided by the contractor. The contractor shall comply with all requirements of the attached INDOT permit, as well as, all other Federal, State and Local laws.

In comparing quotes, consideration will not be confined to price only. The successful quoter will be whose service is judged to best serve the interest of the City when price, quality, and adherence to specifications are considered. The city of Bloomington reserves the right to reject any or all quotes or any part thereof, and to waive any minor technicalities.

Quotations shall remain valid and open for acceptance for sixty (60) days following the closing date. The City reserves the right to cancel this invitation to quoters before or after closing, without making an award. Where applicable, INDOT Standards and Specifications, 2016 addition and supplements thereof, shall apply.

For questions concerning this invitation to quotes, please contact Roy Aten at 812-349-3591, or email atenro@bloomington.in.gov.

Sincerely,

Roy Aten
Senior Project Manager

Enc. Quote Form
Plan sheet, E 3rd Street and Clarizz BLVD North Curb Ramps
Standard Drawings E604-SWCR-XX
INDOT Permit E16S2MI0002
Sample Agreement

QUOTE FORM

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

The Lump Sum cost to complete the E 3rd Street and S Clarizz BLVD North Curb Ramps including all associated work per plans and specification is;

_____, \$ _____

All work shall be completed on or before 04/30/2017.

In submitting this Quote, Quoter represents that:

A. Quoter has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

B. Quoter has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Final invoice shall be submitted within thirty (30) days following final acceptance of the project.

SIGNATURE OF QUOTER

Name of Quoter: _____

Date: _____

By:

Name & Title Printed: _____

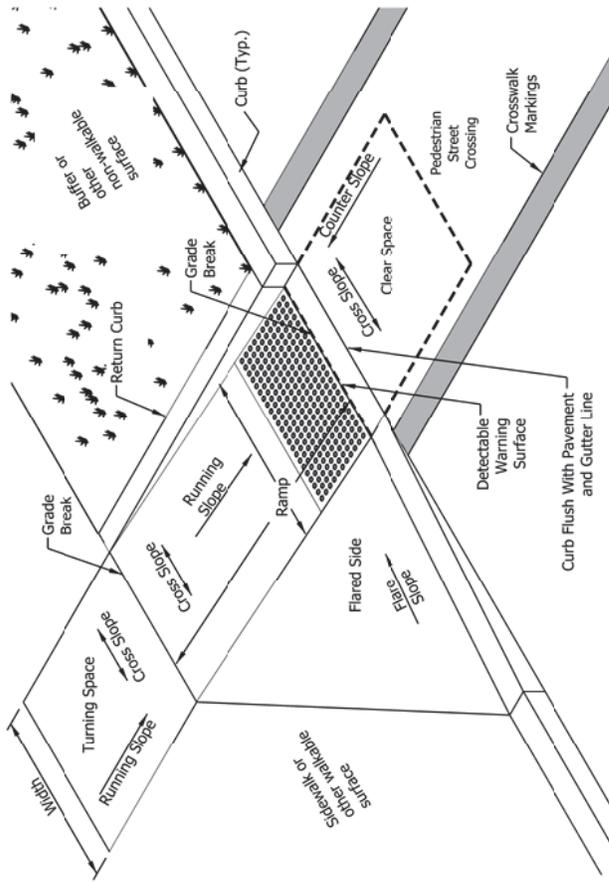
Quoter Address: _____

Telephone: _____

INDEX	
SHEET NO.	SUBJECT
1	Curb Ramp Drawing Index and General Notes
2-3	Perpendicular Curb Ramp Typical Placement
4	Perpendicular Curb Ramp Component Details
5	One-Way-Directional Perpendicular Curb Ramp Typical Placement
6	One-Way-Directional Perpendicular Curb Ramp Component Details
7	Parallel Curb Ramps Typical Placement
8	Parallel Curb Ramp Component Details
9	Blended Transition Curb Ramp, Depressed Curb Ramp and Diagonal Curb Ramp Typical Placement
10	Blended Transition Curb Ramp Component Details
11	Median Cut-Through and Median Perpendicular Curb Ramp Typical Placement
12-13	Detectable Warning Surface Placement and Configuration
14	Detectable Warning Surface Details

GENERAL NOTES:

- All slopes are absolute rather than relative to the sidewalk or roadway grade. Slopes at least 0.50% less than the maximum are preferred.
- Ramp or Blended Transition. A ramp or blended transition shall be used to lower or raise the sidewalk to connect with the street or highway.
- Turning Space. A turning space shall be provided at the top of a perpendicular ramp, bottom of a parallel ramp, or where the pedestrian travel requires a change in direction. A common turning space may be shared by adjacent ramps. The turning space shall have a minimum clear dimension of 4 ft x 4 ft. Where the turning space is constrained at the back of the sidewalk by a curb, retaining wall, building, or feature over 2 inches in height, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope.
- Flared Side. A flared side shall be used adjacent to a walkable surface. A flared side may be used adjacent to a non-walkable surface. A flared side shall have a maximum slope of 10.00% measured parallel to the back of the curb.
- Return Curb. A return curb is placed perpendicular to the roadway curb. A return curb may be used adjacent to a non-walkable surface. A return curb shall not be used adjacent to a walkable surface.
- Clear Space. A clear space shall be provided beyond the bottom grade break of a curb ramp wholly contained within the crosswalk and wholly outside the parallel vehicular travel path. The clear space shall have a minimum clear dimension of 4 ft x 4 ft.
- Detectable Warning Surface. A detectable warning surface shall be placed at each street, highway, or railroad crossing. A detectable warning surface shall extend a minimum of 2 ft in the direction of pedestrian travel and be placed the entire width of a ramp, blended transition, or turning space.
- Running Slope. The running slope of a ramp, blended transition, or turning space shall be measured parallel to the direction of pedestrian travel.
 - A running slope of 2.00% or less is considered level.
 - A ramp shall have a maximum running slope of 8.33% but shall not require a ramp length to exceed 15 ft.
 - A blended transition shall have a maximum running slope of 5.00%.
 - A turning space shall have a maximum running slope of 2.00%.
- Width. Unless otherwise noted, minimum width of a ramp, blended transition, or turning space, excluding flared sides or return curb, shall be 4 ft.
- Grade Break. A grade break at the top and bottom of a ramp, blended transition, or turning space shall be perpendicular to the running slope. Grade breaks shall not be within the ramp, blended transition, turning space, or detectable warning surface. Grade breaks shall be flush. Vertical discontinuities shall not be greater than 1/2 in. Where a discontinuity is greater than 1/4 in, the surface shall be beveled with a slope not steeper than 1V:2H.
- Cross Slope Exceptions. The cross slope of a ramp, blended transition, or turning space shall be measured perpendicular to the direction of pedestrian travel.
 - The maximum cross slope at a pedestrian street crossing without yield or stop control shall be 5.00%.
 - The maximum cross slope at a pedestrian street crossing with yield or stop control shall be 2.00%.
 - The maximum cross slope at a midblock crossing shall be the established grade of the adjacent roadway.
- Objects such as a utility cover, vault frame, and grating shall be placed outside the curb ramp.
- Curb ramps shall be placed within the marked crosswalk area.
- Drainage inlets should be located uphill from a curb ramp to prevent ponding in the path of pedestrian travel.

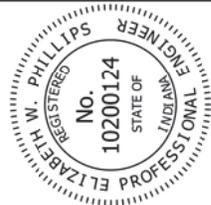


INDIANA DEPARTMENT OF TRANSPORTATION

CURB RAMP DRAWING INDEX AND GENERAL NOTES

SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-01

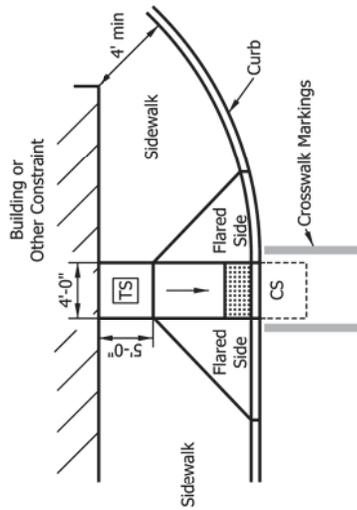
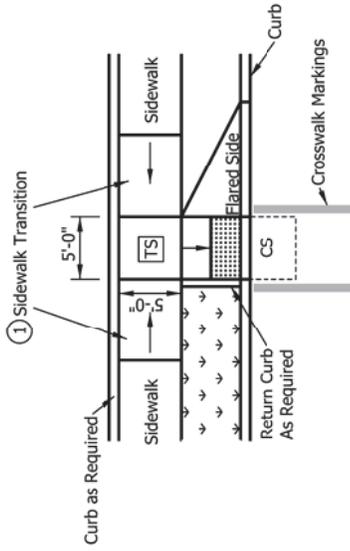


/s/ Elizabeth W. Phillips
DESIGN STANDARDS ENGINEER 03/15/16
DATE

/s/ Mark A. Miller
CHIEF ENGINEER 03/18/16
DATE

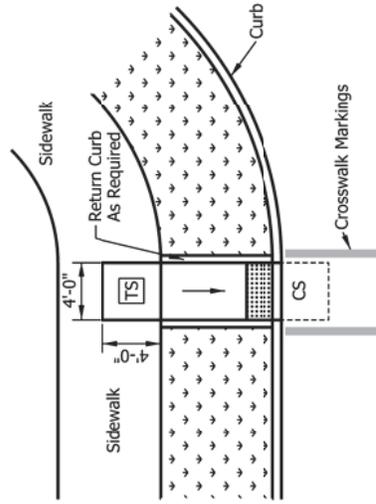
NOTES:

- Where insufficient width between the curb and back of sidewalk prevent a standard perpendicular curb ramp running slope, a sidewalk transition may be used to lower the sidewalk grade. The sidewalk transition running slope shall not exceed 8.33%.
- The turning space shall have a minimum clear dimension of 4 ft x 4 ft. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope. Where a tiered perpendicular curb ramp is used, a constrained turning space shall have a minimum clear dimension of 5 ft x 5 ft.



**PERPENDICULAR CURB RAMP
ADJACENT WALKABLE SURFACE**

TIERED PERPENDICULAR CURB RAMP



**PERPENDICULAR CURB RAMP
ADJACENT NON-WALKABLE SURFACE**

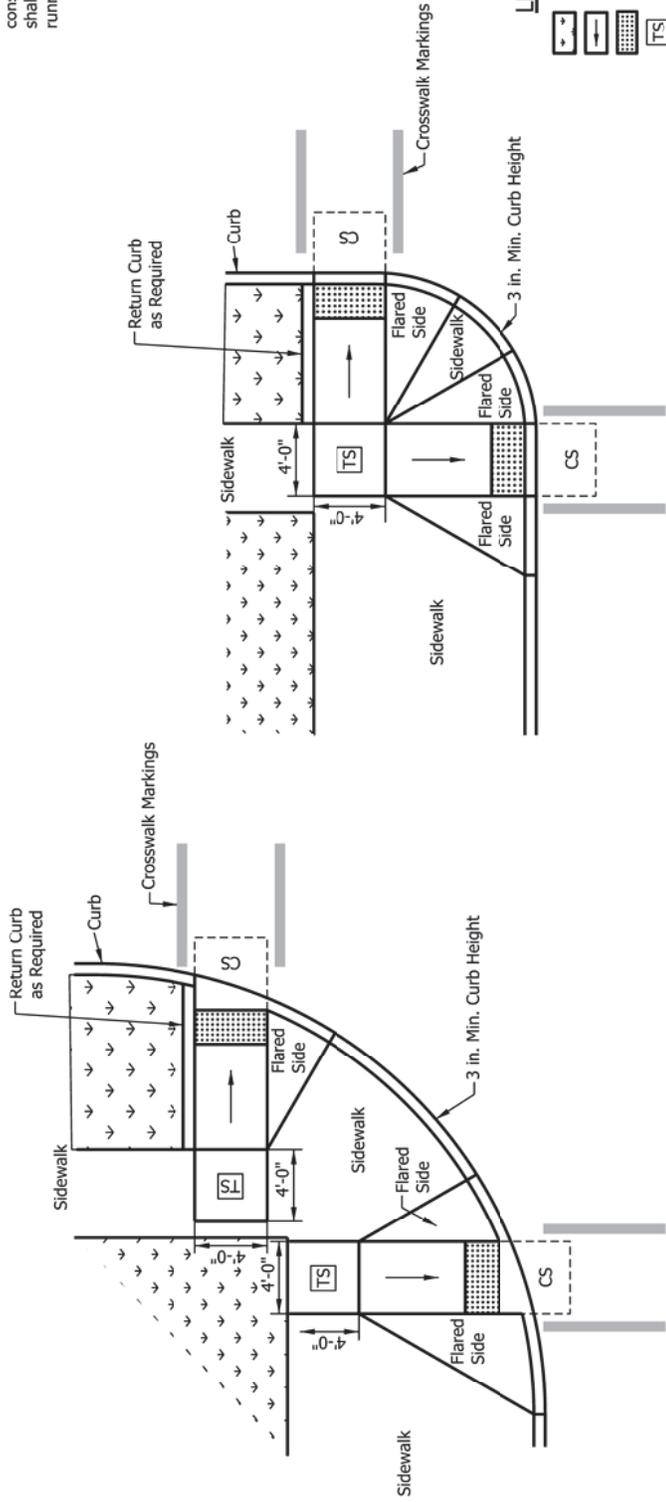
LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

INDIANA DEPARTMENT OF TRANSPORTATION
PERPENDICULAR CURB RAMP TYPICAL PLACEMENT I
SEPTEMBER 2016
STANDARD DRAWING NO. E 604-SWCR-02
/s/ Elizabeth W. Phillips 03/15/16 DESIGN STANDARDS ENGINEER DATE
/s/ Mark A. Miller 03/18/16 CHIEF ENGINEER DATE

NOTES:

1. The turning space shall have a minimum clear dimension of 4 ft x 4 ft and a running slope of 2.00% maximum. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope.



LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

PAIRED PERPENDICULAR CURB RAMPS AT LARGE RADIUS

PAIRED PERPENDICULAR CURB RAMPS AT SMALL RADIUS

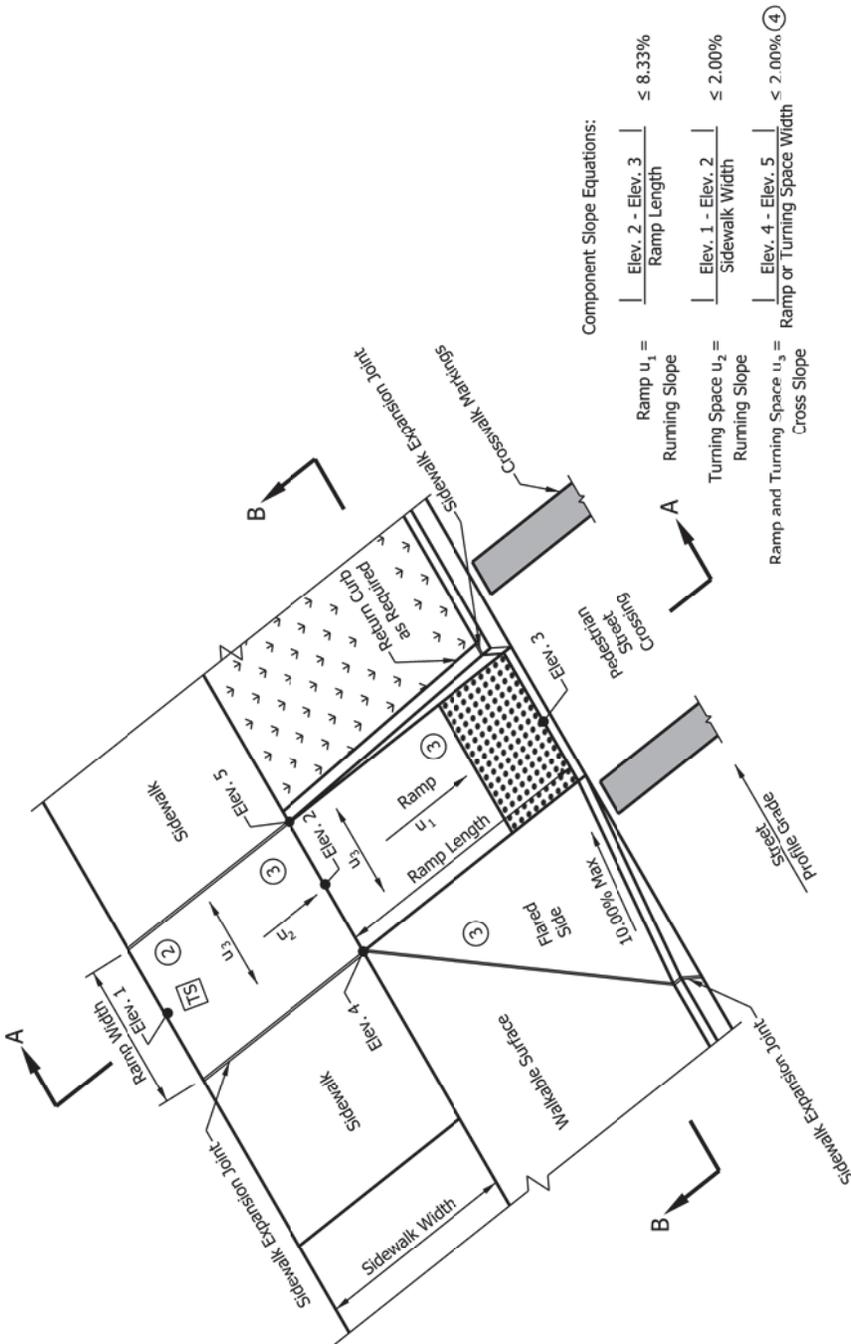
INDIANA DEPARTMENT OF TRANSPORTATION	
PAIRED PERPENDICULAR CURB RAMPS TYPICAL PLACEMENT I	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 604-SWCR-03	
/s/ Elizabeth W. Phillips DESIGN STANDARDS ENGINEER	03/15/16 DATE
/s/ Mark A. Miller CHIEF ENGINEER	03/18/16 DATE

NOTES:

- 1 The bottom edge of the ramp and top of curb shall be flush with the edge of adjacent pavement and gutter line.
- 2 The turning space shall have a minimum clear dimension of 4 ft x 4 ft. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope. Where a tiered perpendicular curb ramp is used, a constrained turning space shall have a minimum clear dimension of 5 ft x 5 ft.
- 3 Curb ramp surface shall be coarse broomed transverse to the running slope.
- 4 See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
5. See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
6. See Standard Drawing E 604-CCSJ-01 for sidewalk expansion joint details.

LEGEND:

-  Buffer or Other Non-Walkable Surface
-  Ramp
-  Detectable Warning Surface
-  Turning Space

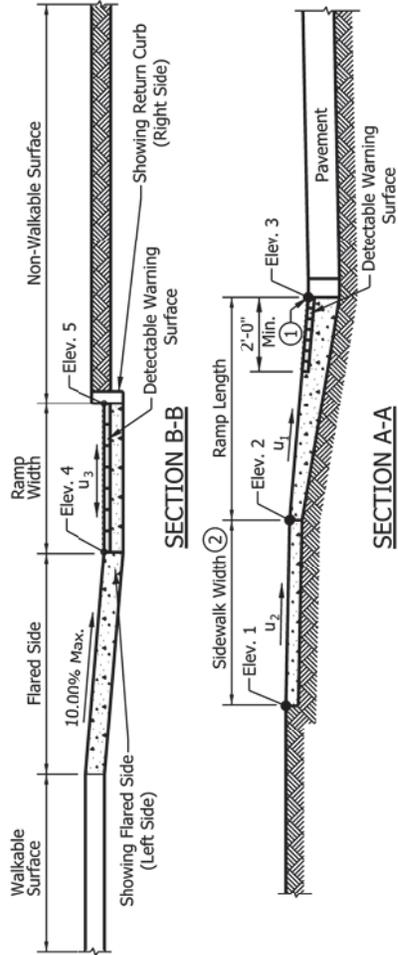


Component Slope Equations:

$$\frac{\text{Elev. 2} - \text{Elev. 3}}{\text{Ramp Length}} \leq 8.33\%$$

$$\frac{\text{Elev. 1} - \text{Elev. 2}}{\text{Sidewalk Width}} \leq 2.00\%$$

$$\frac{\text{Elev. 4} - \text{Elev. 5}}{\text{Ramp or Turning Space Width}} \leq 2.00\%$$



INDIANA DEPARTMENT OF TRANSPORTATION

PERPENDICULAR CURB RAMP COMPONENT DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-04



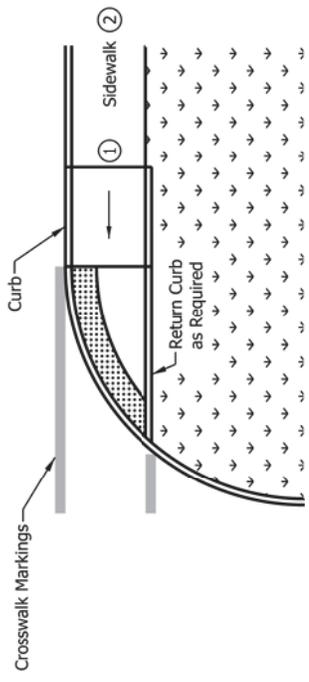
REGISTERED ENGINEER
No. 10200124
STATE OF INDIANA
ELIZABETH W. PHILLIPS

/s/ Elizabeth W. Phillips 03/15/16
DESIGN STANDARDS ENGINEER DATE

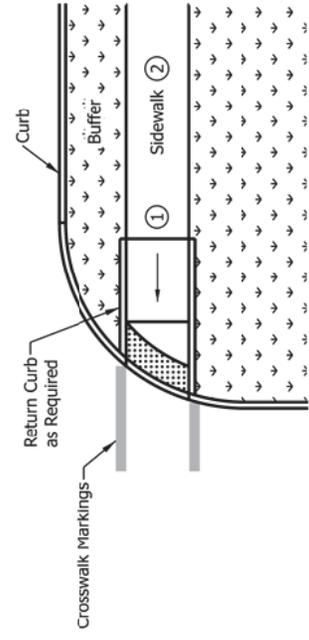
/s/ Mark A. Miller 03/18/16
CHIEF ENGINEER DATE

NOTES:

- ① A turning space is not required at the top of the ramp for a one-way directional perpendicular curb ramp.
- ② Where there is no buffer between the sidewalk and curb the preferred minimum sidewalk width is 6 ft. Where a buffer is placed between the sidewalk and curb, the preferred minimum sidewalk width is 5 ft. See Standard Drawing Series E 604-SDWK for sidewalk details.



ONE-WAY DIRECTIONAL PERPENDICULAR CURB RAMP ADJACENT CURB



ONE-WAY DIRECTIONAL PERPENDICULAR CURB RAMP WITH BUFFER

LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface

INDIANA DEPARTMENT OF TRANSPORTATION
 ONE-WAY DIRECTIONAL PERPENDICULAR CURB RAMP
 TYPICAL PLACEMENT
 SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-05

	/s/ Elizabeth W. Phillips DESIGN STANDARDS ENGINEER	03/15/16 DATE
	/s/ Mark A. Miller CHIEF ENGINEER	03/18/16 DATE

NOTES:

- 1 The bottom edge of the ramp or setback and top of curb shall be flush with the edge of adjacent pavement and gutter line.
- 2 A turning space is not required at the top of the ramp for a one-way directional perpendicular curb ramp.
- 3 Curb ramp surface shall be coarse broomed transverse to the running slope.
- 4 See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
- 5 See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
- 6 See Standard Drawing E 604-CCSJ-01 for sidewalk expansion joint details.

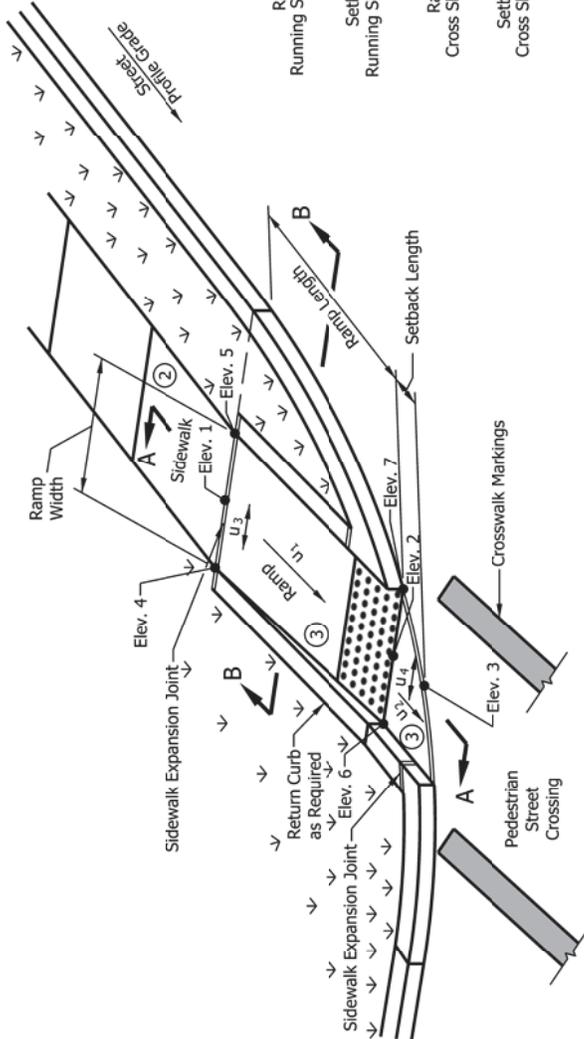
Component Slope Equations:

$$\text{Ramp Slope } u_1 = \frac{\text{Elev. 1 - Elev. 2}}{\text{Ramp Length}} \leq 8.33\%$$

$$\text{Setback Slope } u_2 = \frac{\text{Elev. 2 - Elev. 3}}{\text{Setback Length}} \leq \text{Profile Grade of Adjacent Street}$$

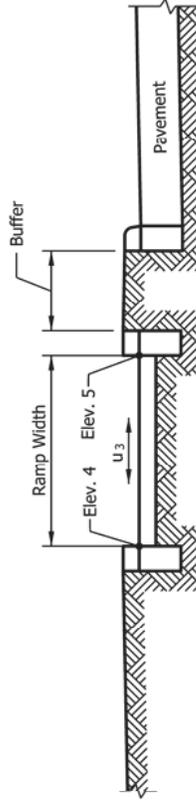
$$\text{Ramp Cross Slope } u_3 = \frac{\text{Elev. 4 - Elev. 5}}{\text{Ramp Width}} \leq 2.00\%$$

$$\text{Setback Cross Slope } u_4 = \frac{\text{Elev. 6 - Elev. 7}}{\text{Ramp Width}} \leq 2.00\%$$

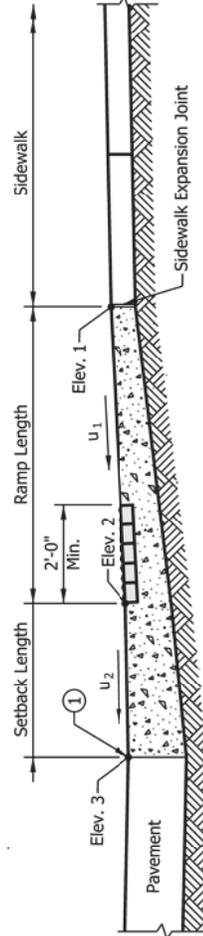


LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface



SECTION B-B



SECTION A-A

INDIANA DEPARTMENT OF TRANSPORTATION

ONE-WAY DIRECTIONAL PERPENDICULAR CURB RAMP COMPONENT DETAILS

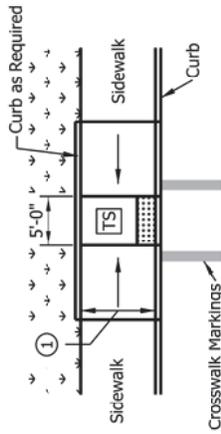
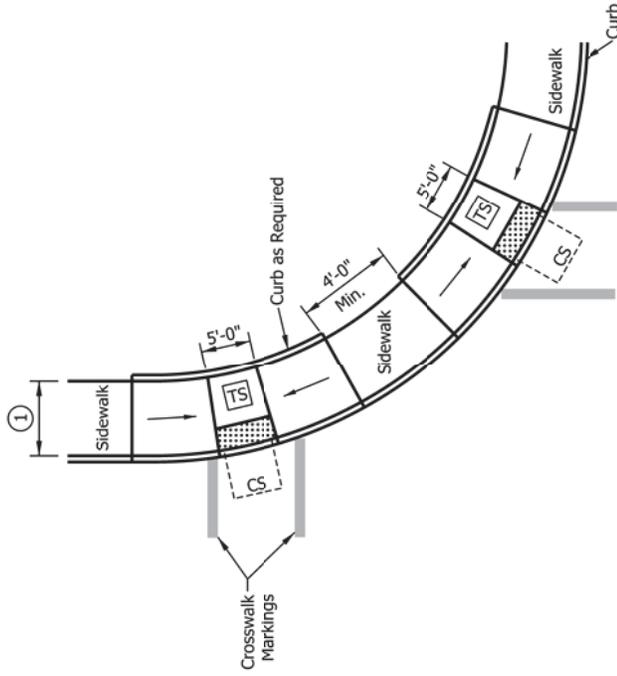
SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-06

	/s/ Elizabeth W. Phillips DESIGN STANDARDS ENGINEER	03/15/16 DATE
	/s/ Mark A. Miller CHIEF ENGINEER	03/18/16 DATE

NOTES:

- Where there is no buffer between the sidewalk and curb the preferred minimum sidewalk width is 6 ft. Where a buffer is placed between the sidewalk and curb, the preferred minimum sidewalk width is 5 ft. See Standard Drawing Series E 604-SDWK for sidewalk details.
- The turning space shall have a minimum clear dimension of 4 ft x 4 ft and a running slope of 2.00% maximum. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope.



MIDBLOCK CROSSING CURB RAMP

LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

INDIANA DEPARTMENT OF TRANSPORTATION
 PAIRED PARALLEL CURB RAMPS AND
 MIDBLOCK CROSSING CURB RAMP
 TYPICAL PLACEMENT
 SEPTEMBER 2016

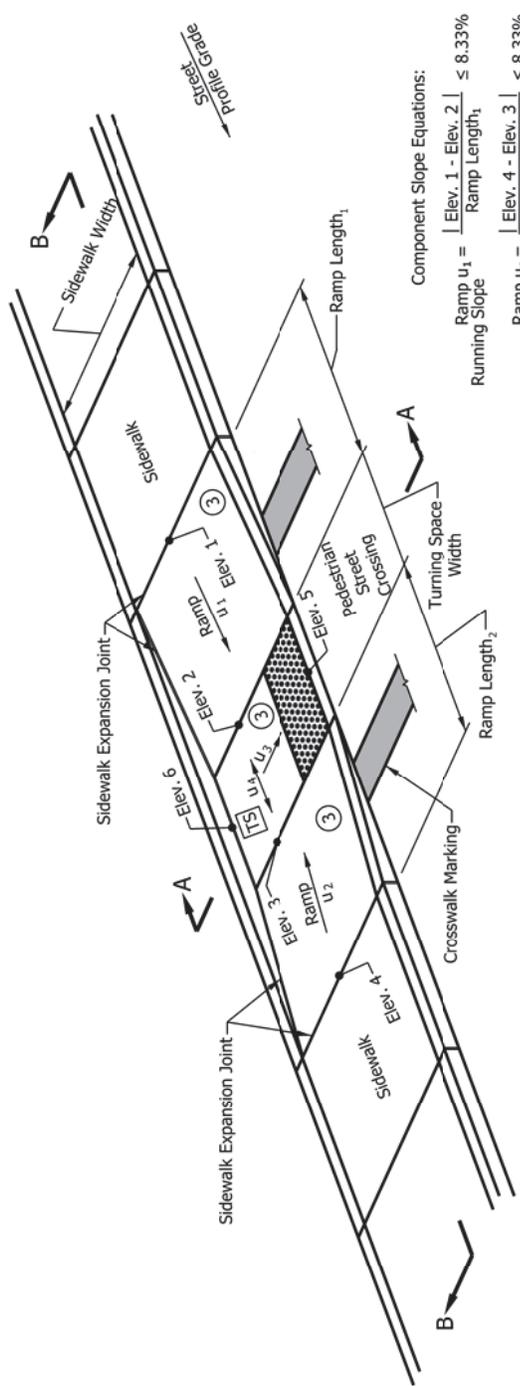
STANDARD DRAWING NO. E 604-SWCR-07

ELIZABETH W. PHILLIPS REGISTERED PROFESSIONAL ENGINEER
 No. 10200124 STATE OF INDIANA
 /s/ Elizabeth W. Phillips 03/15/16 DESIGN STANDARDS ENGINEER DATE
 /s/ Mark A. Miller 03/18/16 CHIEF ENGINEER DATE

PAIRED PARALLEL CURB RAMPS ALONG LARGE RADIUS

NOTES:

- ① The bottom edge of the turning space and top of curb shall be flush with the edge of adjacent pavement and gutter line.
- ② The turning space shall have a minimum clear dimension of 4 ft x 4 ft and a running slope of 2.00% maximum. Where the turning space is constrained at the back of the sidewalk, the minimum clear dimension shall be 4 ft x 5 ft, with the 5-ft dimension in the direction of the ramp running slope.
- ③ Curb ramp surface shall be coarse broomed transverse to the running slope.
- ④ Where there is no buffer between the sidewalk and curb, the preferred minimum sidewalk width is 6 ft. Where a buffer is placed between the sidewalk and curb, the preferred minimum sidewalk width is 5 ft. See Standard Drawing Series E 604-SDWK for sidewalk details.
- ⑤ See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
6. See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
7. See Standard Drawing E 604-CCS3-01 for sidewalk expansion joint details.



Component Slope Equations:

$$\text{Running Slope } u_1 = \frac{|\text{Elev. 1} - \text{Elev. 2}|}{\text{Ramp Length}_1} \leq 8.33\%$$

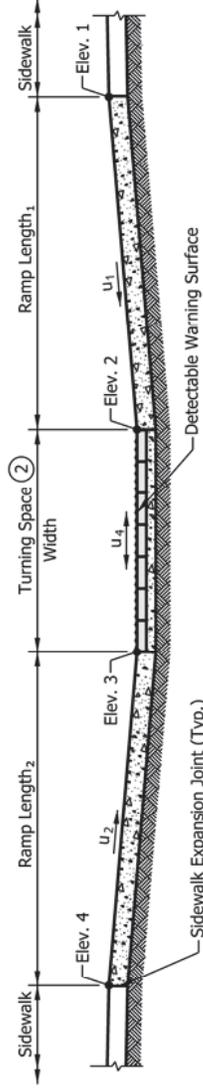
$$\text{Running Slope } u_2 = \frac{|\text{Elev. 4} - \text{Elev. 3}|}{\text{Ramp Length}_2} \leq 8.33\%$$

$$\text{Turning Space } u_3 = \frac{|\text{Elev. 6} - \text{Elev. 5}|}{\text{Sidewalk Width}} \leq 2.00\%$$

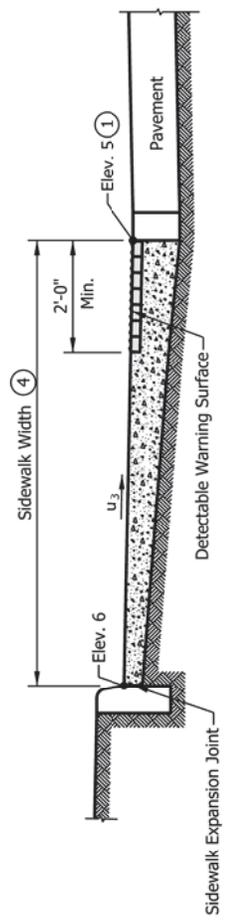
$$\text{Turning Space } u_4 = \frac{|\text{Elev. 2} - \text{Elev. 3}|}{\text{Turning Space Width}} \leq 2.00\%$$

LEGEND:

- Ramp
- Detectable Warning Surface
- Turning Space



SECTION B-B



SECTION A-A

INDIANA DEPARTMENT OF TRANSPORTATION

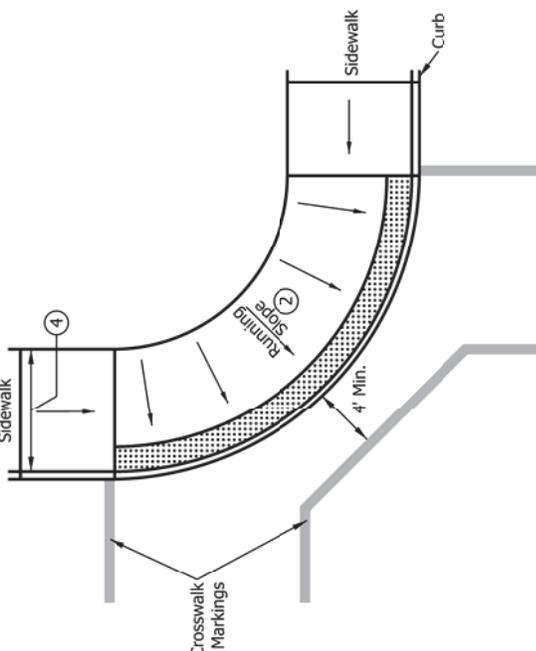
PARALLEL CURB RAMP COMPONENT DETAILS

SEPTEMBER 2016

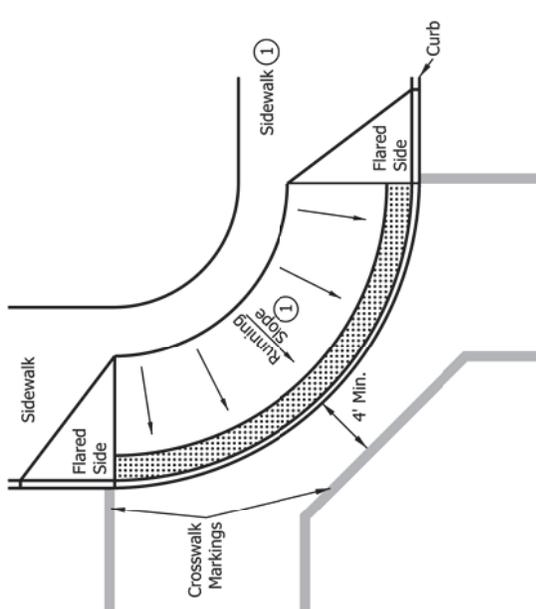
STANDARD DRAWING NO. E 604-SWCR-08

/s/ Elizabeth W. Phillips 03/15/16
DESIGN STANDARDS ENGINEER DATE

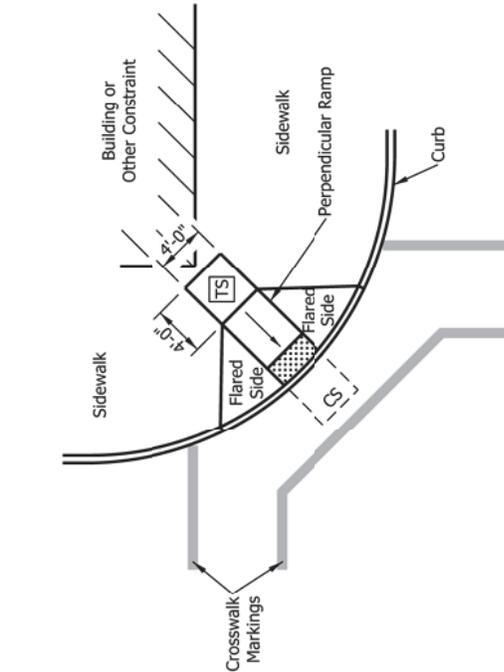
/s/ Mark A. Miller 03/18/16
CHIEF ENGINEER DATE



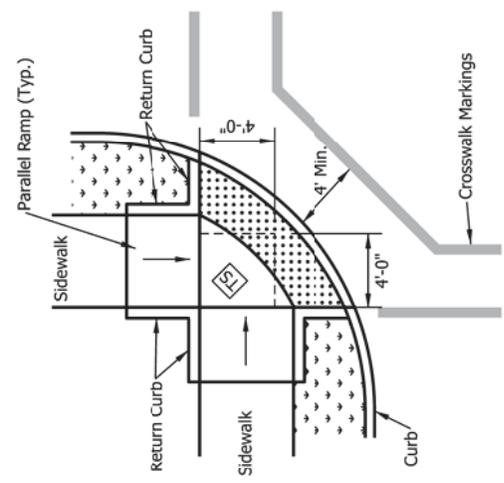
**BLENDING TRANSITION CURB RAMP
WITH RUNNING SLOPE \leq 2.00%**



**BLENDING TRANSITION CURB RAMP
WITH RUNNING SLOPE $>$ 2.00%**



DIAGONAL CURB RAMP ③



DEPRESSED CORNER CURB RAMP

NOTES:

- ① Where the running slope is greater than 2.00%, a 4-ft minimum sidewalk shall continue behind the blended transition. The running slope shall not exceed 5.00%.
- ② Where the running slope is less than or equal to 2.00% a 4-ft minimum sidewalk is not required behind the blended transition.
- ③ A diagonal curb ramp shall not be used for new construction. For an alteration project, a diagonal curb ramp shall be used only where existing physical conditions prevent paired curb ramps, a blended transition curb ramp, or a depressed corner curb ramp from being provided.
- ④ Where there is no buffer between the sidewalk and curb the preferred minimum sidewalk width is 6 ft. Where a buffer is placed between the sidewalk and curb, the preferred minimum sidewalk width is 5 ft. See Standard Drawing Series E 604-SDWK for sidewalk details.

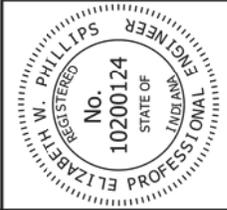
LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

INDIANA DEPARTMENT OF TRANSPORTATION
 BLENDED TRANSITION CURB RAMP,
 DEPRESSED CURB RAMP AND DIAGONAL
 CURB RAMP TYPICAL PLACEMENT
 SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-09

/s/ Elizabeth W. Phillips	03/15/16
DESIGN STANDARDS ENGINEER	DATE
/s/ Mark A. Miller	03/18/16
CHIEF ENGINEER	DATE

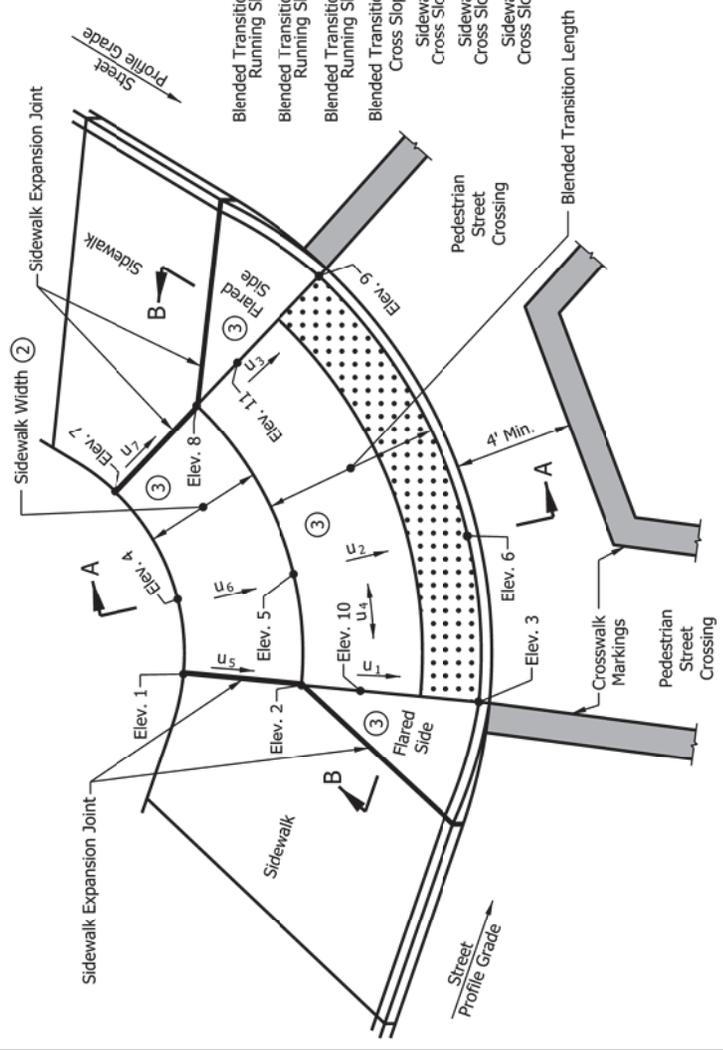


NOTES:

- 1 The bottom edge of the blended transition and top of curb shall be flush with the edge of adjacent pavement and gutter line.
- 2 Where the running slope is less than or equal to 2.00% a 4-ft minimum sidewalk is not required, behind the blended transition. Where the running slope is greater than 2.00%, a 4-ft minimum sidewalk shall continue behind the blended transition and the running slope shall not exceed 5.00%.
- 3 Curb ramp surface shall be coarse broomed transverse to the running slope.
- 4 See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
5. See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
6. See Standard Drawing E 604-CCSJ-01 for sidewalk expansion joint details.

Component Slope Equations:

- | | |
|--|---|
| Blended Transition u_1 = Running Slope | $\frac{\text{Elev. 2} - \text{Elev. 3}}{\text{Blended Transition Length}} \leq 2.00\%$ |
| Blended Transition u_2 = Running Slope | $\frac{\text{Elev. 5} - \text{Elev. 6}}{\text{Blended Transition Length}} \leq 2.00\%$ |
| Blended Transition u_3 = Running Slope | $\frac{\text{Elev. 8} - \text{Elev. 9}}{\text{Blended Transition Length}} \leq 2.00\%$ |
| Blended Transition u_4 = Cross Slope | $\frac{\text{Elev. 10} - \text{Elev. 11}}{\text{Blended Transition Width}} \leq 2.00\%$ |
| Sidewalk u_5 = Cross Slope | $\frac{\text{Elev. 1} - \text{Elev. 2}}{\text{Sidewalk Width}} \leq 2.00\%$ |
| Sidewalk u_6 = Cross Slope | $\frac{\text{Elev. 4} - \text{Elev. 5}}{\text{Sidewalk Width}} \leq 2.00\%$ |
| Sidewalk u_7 = Cross Slope | $\frac{\text{Elev. 7} - \text{Elev. 8}}{\text{Sidewalk Width}} \leq 2.00\%$ |



LEGEND:

- Ramp
- Detectable Warning Surface

INDIANA DEPARTMENT OF TRANSPORTATION

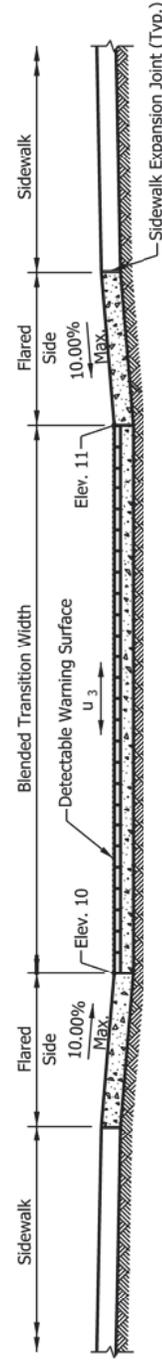
BLENDED TRANSITION CURB RAMP COMPONENT DETAILS

SEPTEMBER 2016

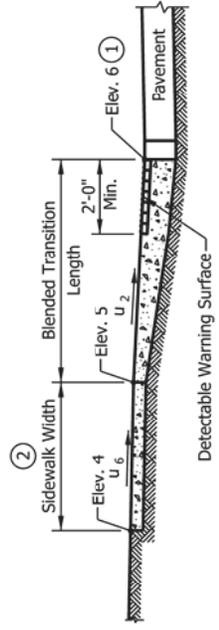
STANDARD DRAWING NO. E 604-SWCR-10

Professional Engineer Seal for Elizabeth W. Phillips, No. 10200124, State of Indiana. Registration expires 03/15/16.

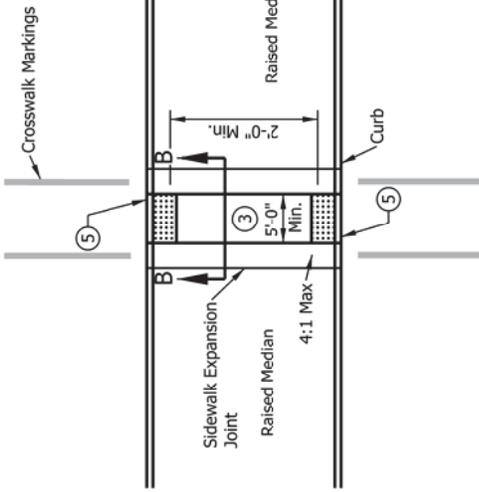
DESIGN STANDARDS ENGINEER: /s/ Elizabeth W. Phillips, DATE: 03/15/16
 CHIEF ENGINEER: /s/ Mark A. Miller, DATE: 03/18/16



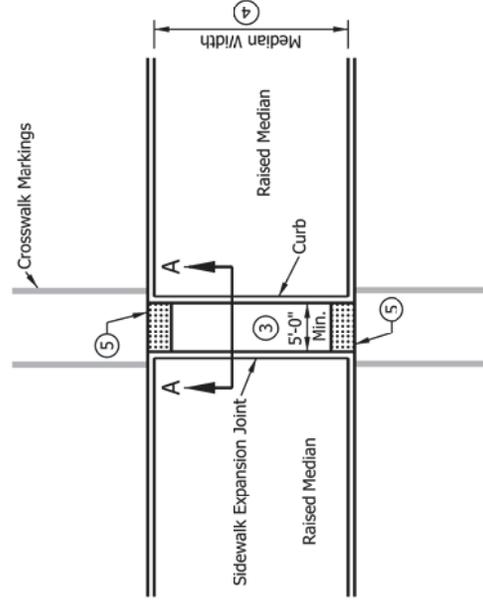
SECTION B-B



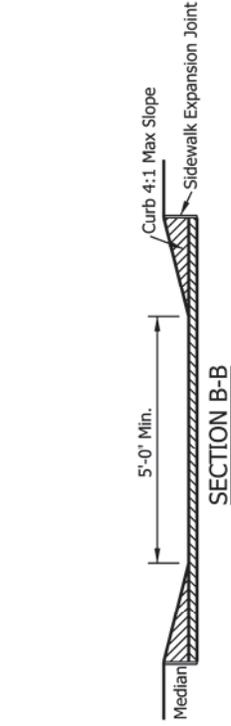
SECTION A-A



MEDIAN CUT-THROUGH WITH TAPERED CURB



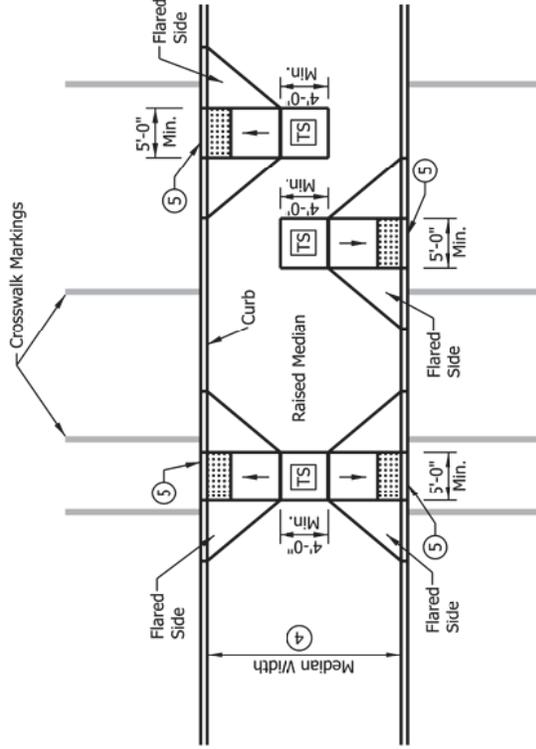
MEDIAN CUT-THROUGH WITH CURB



SECTION B-B



SECTION A-A



MEDIAN PERPENDICULAR CURB RAMPS

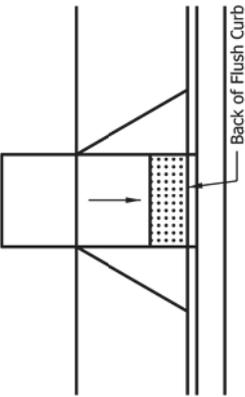
NOTES:

1. The minimum width of a median cut-through and median perpendicular curb ramp shall be 5 ft.
2. Where in-line or offset perpendicular curb ramps are used within a median, the turning space shall have a minimum clear dimension of 4 ft x 5 ft.
3. Where a median cut through is used the running slope shall be 2.00% maximum.
4. Where median width is less than 6 ft, detectable warning surfaces shall not be placed.
5. The bottom edge of the median cut-through or median perpendicular curb ramp and the top of curb shall be flush with the edge of adjacent pavement gutter line.
6. See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
7. See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
8. See Standard Drawing E 604-CCS3-01 for sidewalk expansion joint details.

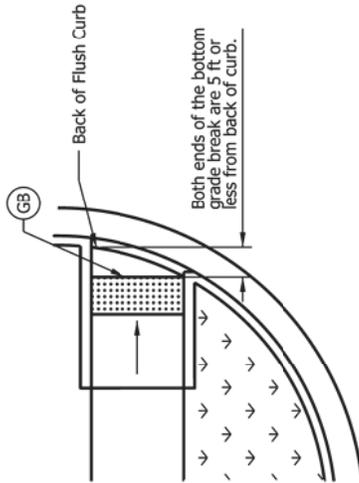
LEGEND:

- Ramp
- Detectable Warning Surface
- Turning Space

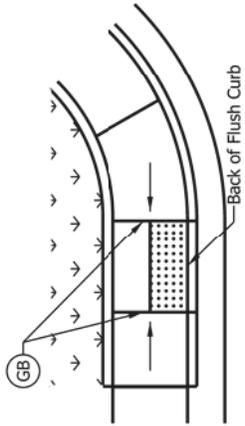
INDIANA DEPARTMENT OF TRANSPORTATION	
MEDIAN CUT-THROUGH AND MEDIAN PERPENDICULAR CURB RAMP TYPICAL PLACEMENT	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 604-SWCR-11	DATE
	/s/ Elizabeth W. Phillips DESIGN STANDARDS ENGINEER 03/15/16
/s/ Mark A. Miller CHIEF ENGINEER 03/18/16	



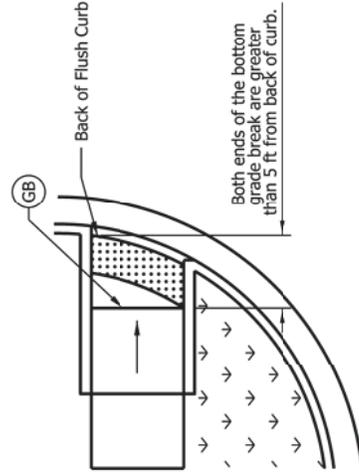
PERPENDICULAR CURB RAMP ③



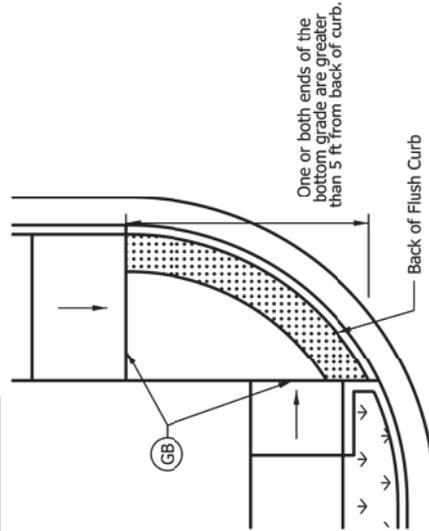
ONE-WAY DIRECTIONAL PERPENDICULAR CURB RAMP ③



PARALLEL CURB RAMP ④



BLENDED TRANSITION CURB RAMP ⑤



DEPRESSED CORNER CURB RAMP ⑤

NOTES:

1. A detectable warning surface shall be placed at each street, highway, or railroad crossing. See Standard Drawing E 604-SDWK-03 for a detectable warning surface placement at a sidewalk driveway crossing.
2. The detectable warning surface shall extend a minimum of 2 ft in the direction of pedestrian travel and extend the full width as shown. The detectable warning surface shall not be placed across a grade break.
3. Where the of the bottom grade break on a perpendicular curb ramp is 5 ft or less from the back of curb, the detectable warning surface shall be placed on the ramp within one dome spacing of the bottom grade break. Where the bottom grade break is more than 5 ft from the back of curb, the detectable warning surface shall be placed at the back of the curb.
4. The detectable warning surface on a parallel curb shall be placed on the turning space at the flush transition between the street and turning space at the back of curb.
5. The detectable warning surface on a blended transition or depressed corner curb ramp shall be placed at the back of curb.
6. See Standard Drawing E 604-SWCR-14 where a concrete border is used as an edge restraint for a brick detectable warning surface.

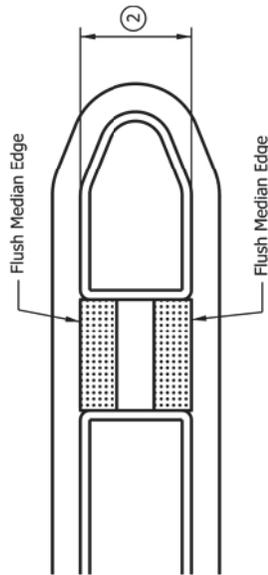
LEGEND:

- Buffer or Other Non-Walkable Surface
- Detectable Warning Surface
- Ramp
- Grade Break

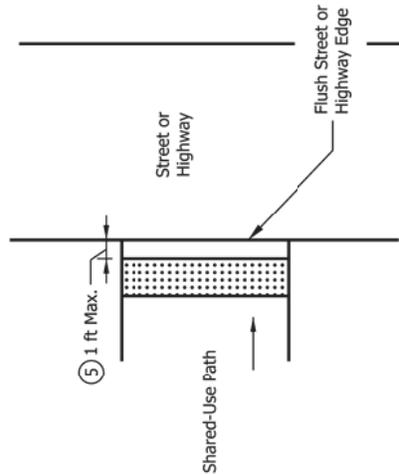
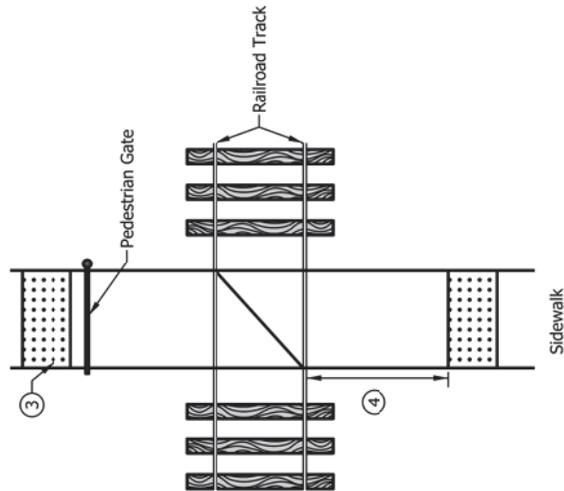
INDIANA DEPARTMENT OF TRANSPORTATION	
DETECTABLE WARNING SURFACE PLACEMENT AND CONFIGURATION	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 604-SWCR-12	
/s/ Elizabeth W. Phillips	03/15/16 DATE
DESIGN STANDARDS ENGINEER	
/s/ Mark A. Miller	03/18/16 DATE
CHIEF ENGINEER	

NOTES:

1. The detectable warning surface shall extend a minimum of 2 ft in the direction of pedestrian travel and extend the full width as shown. The detectable warning surface shall not be placed across a grade break.
2. The detectable warning surface on a median cut-through shall be placed at the flush transition between the street and median cut-through. Where a median is less than 6 ft, a detectable warning surface shall not be placed.
3. Where a pedestrian gate is provided at a railroad crossing, the detectable warning surface shall be placed on the side of the gate opposite the railroad crossing.
4. The edge of the detectable warning surface nearest to the railroad crossing shall be placed 6 ft minimum and 15 ft maximum from the centerline of the nearest rail.
5. Where a shared-use path intersects a street or highway, the detectable warning surface shall be placed on the shared-use path within 1 ft of the street or highway edge.
6. See Standard Drawing E 604-SWCR-14 where a concrete border is used as an edge restraint for a brick detectable warning surface.



MEDIAN CUT-THROUGH



SHARED-USE PATH

LEGEND:

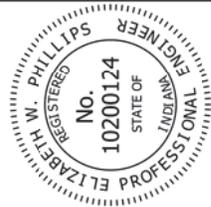
- Buffer or Other Non-Walkable Surface
- Detectable Warning Surface
- Ramp
- Grade Break

INDIANA DEPARTMENT OF TRANSPORTATION

DETECTABLE WARNING SURFACE
PLACEMENT AND CONFIGURATION

SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-13



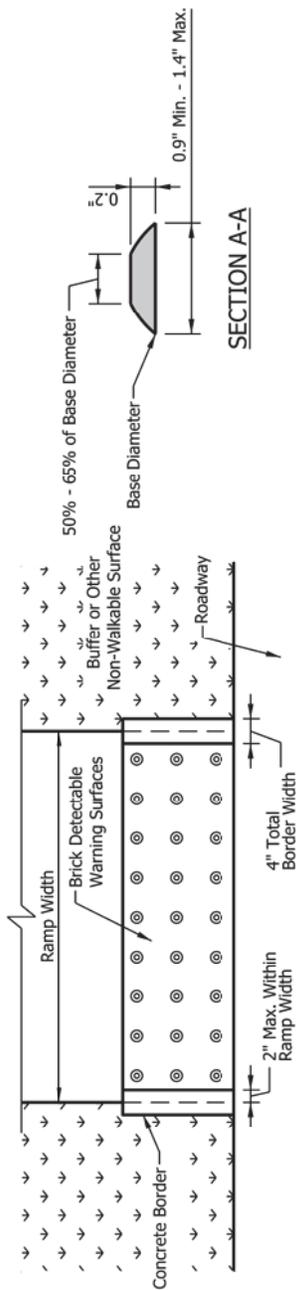
/s/ Elizabeth W. Phillips
DESIGN STANDARDS ENGINEER
03/15/16
DATE

/s/ Mark A. Miller
CHIEF ENGINEER
03/18/16
DATE

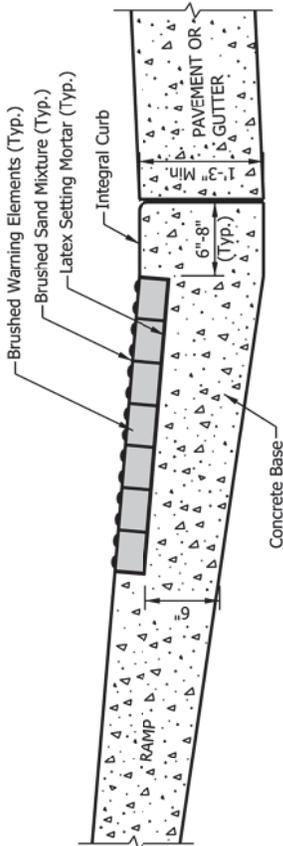
RAILROAD CROSSING

NOTES:

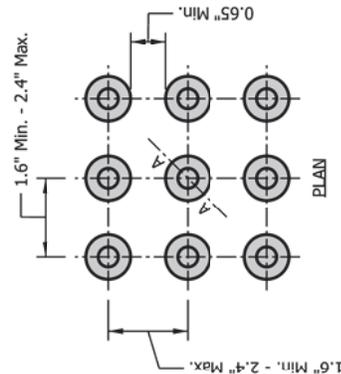
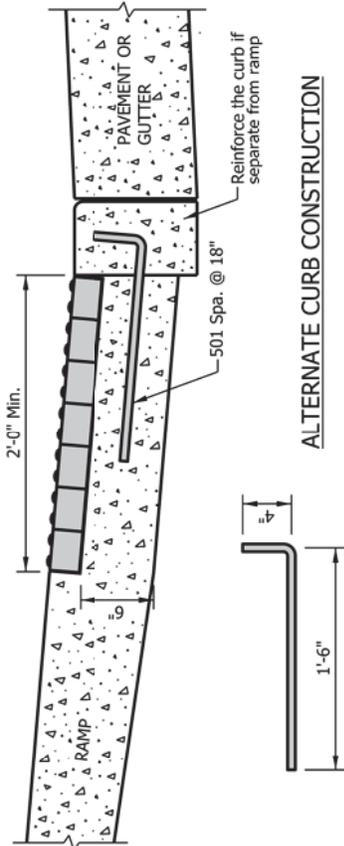
1. Detectable warning surface shall consist of truncated domes and shall be aligned in a square or radial grid pattern. Where truncated domes are arrayed radially, they may differ in diameter and center-to-center spacing within the ranges specified.
2. The detectable warning surface shall be manufactured to fit the radii. Field cutting shall not alter the truncated dome spacing between the adjacent panels outside of the allowable range.
3. The detectable warning surface shall contrast visually with adjacent surfaces, either light on dark or dark on light.
4. The detectable warning surface shall extend a minimum of 2 ft in the direction of pedestrian travel and extend the full width as shown. The detectable warning surface shall not be placed across a grade break.
5. The maximum counter slope of the gutter or street at the bottom of the ramp shall be 5.00%. Where the algebraic difference between the running slope and the counter slope exceeds 11%, a 2-ft minimum level strip should be provided at the bottom of the ramp.
6. Where concrete border is used for forming, the border shall be cast monolithically with the curb ramp concrete. The concrete border shall not exceed 2 in. within the ramp width.
7. Where forming other than a concrete border is used, the edge restraint shall not encroach upon the ramp width.



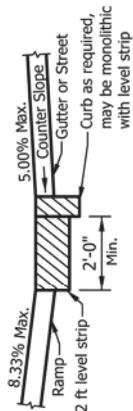
BRICK DETECTABLE WARNING SURFACE WITH CONCRETE BORDER ⑥ ⑦



TYPICAL RAMP AND BRICK SURFACE CONSTRUCTION DETAIL



TRUNCATED DOMES



CHANGE OF GRADE > 11% ⑤

INDIANA DEPARTMENT OF TRANSPORTATION	
DETECTABLE WARNING SURFACE DETAILS	
SEPTEMBER 2016	
STANDARD DRAWING NO.	E 604-SWCR-14
/s/ Elizabeth W. Phillips	03/15/16
DESIGN STANDARDS ENGINEER	DATE
/s/ Mark A. Miller	03/18/16
CHIEF ENGINEER	DATE



RIGHT OF WAY PERMIT

State Form 41769 (R5 / 3-00)

Approved by State Board of Accounts, 2000

Approved by Auditor of State, 2000

STATE OF INDIANA INDIANA DEPARTMENT OF TRANSPORTATION

Type of Permit:		
<input type="checkbox"/> Excavation	<input type="checkbox"/> Pole Line	<input type="checkbox"/> Bridge Attachment <input checked="" type="checkbox"/> Miscellaneous
District Seymour	Subdistrict Bloomington	Telephone number 812-332-1411
Project locations: Intersection of State Road 46 and South Clarizz Blvd.		Reference pt. number 56.84
Project description: Installing PROWAG compliant ramps on the NE and NW corners of the intersection.		
Project purpose: Pedestrian improvements to a signalized intersection.		
Bond required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Penal Sum \$ --	Bond number --
PERMIT FEE: (Make check or bank draft payable to "Indiana Department of Transportation")		\$ 15
SPECIAL PROVISIONS: SEE ATTACHED ADDITIONAL SPECIAL PROVISIONS		
<small>THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITIONS, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS, OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED BY OR IMPOSED ON THE STATE IN CONNECTION HEREWITH IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.</small>		
Signature of permit applicant		Printed name of permit applicant Roy Aten
Name of company organization City of Bloomington		Telephone number 812-349-3591
Address (number and street, city, state, ZIP code) 401 N Morton St Suite #130 Bloomington, IN 47404		
Inspector Sean Gray		
District Regulatory Supervisor Devin Maynard		
District Director		

Application number
T0000097961

Road number
SR-46

County number
53

Expiration date
5/10/2017

Issue date
5/10/2016

Permit number
E16S2MI0002

Approved INDOT Permit Number E16S2MI0002



RIGHT OF WAY PERMIT

ADDITIONAL SPECIAL PROVISIONS

**STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION**

Title VI Assurances

The permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall, have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, then hold the same as if said permit had never been made or issued.

Additional NOTE:

If an unexpected or non permitted road closure should take place, please contact the INDOT Seymour District office at: 812-522-5649.

Should more traffic safety control or devices be needed; the INDOT Traffic Control Standards and Devices Manual can be found at our web-site: www.in.gov/indot (under) Doing Business With INDOT, Permits manuals

Application number

T0000097961

Road number

SR-46

County number

53

Expiration date

5/10/2017

Issue date

5/10/2016

Permit number

E16S2MI0002

State of Indiana
Department of Transportation
GENERAL PROVISIONS

1. All work described in the permit shall be subject to the inspection of the Department of Transportation and the permittee shall adjust or stop operations upon direction of any police officer or Department of Transportation employee.
2. The permit may be rescinded at any time by the Department of Transportation at its discretion or for noncompliance with any and/or all provisions of said permit.
3. The permittee shall notify the Department of Transportation Subdistrict five (5) working days preceding the beginning of any work activity.
4. The permittee shall notify the Department of Transportation Subdistrict that the work is complete and this notice is to be provided within seven (7) days from completion of all work on this permit.
5. The permittee shall have the permit complete with drawings and special provisions in their possession during work operations and will show said permit on demand, to any police officer or authorized Department of Transportation employee.
6. The permittee shall pay the Department of Transportation for any inspection costs where it is necessary to assign a Department of Transportation employee to inspect the work. The permittee shall immediately reimburse the State upon receipt of an itemized statement.
7. The permit is valid through the stated expiration date. If work is not completed within the allotted time, the permit is automatically cancelled unless an extension is requested prior to the expiration date and said request is approved by the Department of Transportation. If a permit is cancelled, a new application must be submitted and approved before the proposed work can be accomplished.
8. The permittee shall erect and maintain all necessary signs, barricades, detour signs, and warning devices required to safely direct traffic over or around the part of the highway where permitted operations are to be done so long as the work does not interfere with traffic, in accordance with Section "VI" of the Indiana Manual of Uniform Traffic Control Devices.
9. All construction and materials used within the highway right-of-way must conform to the current Department of Transportation "Standard Specifications" with the permittee being considered in the same status as the contractor.
10. The permitted operations shall not interfere with any existing structure on the Department of Transportation right-of-way without specific permission in writing from the Department of Transportation. In the event that any buildings, railings, traffic control devices, or other structures are damaged, said cost of the removal and/or damage shall be borne by the permittee.
11. This permit does not apply to any State roads or bridges that are closed for construction purposes, or to any county roads or city streets.
12. Approval of the permit application shall be subject to the permittee obtaining all necessary authorizations from local authorities and complying with all applicable laws. The issuance of the permit shall in no way imply Department of Transportation approval of, or be intended to influence any action pending before a local board, commission, or agency.
13. The permitted operations shall be allowed on state highway right-of-way only between sunrise and sunset and shall not be performed on Saturdays, Sundays, or during the period beginning at 12:00 Noon on the last weekday (Monday through Friday) preceding and continuing until Sunrise on the day following: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
14. In accordance with the notice requirements of Indiana Code 4-22-1-25, any objection to the conditions and provisions of an approved permit must be submitted in writing to the Department of Transportation within fifteen (15) days from the issue date.
15. The permittee does hereby agree that (1) no person on the ground of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities, (2) that in the event facilities are constructed, maintained or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other

requirements imposed pursuant to Title 49, Code of federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.



**RIGHT-OF-WAY PERMIT
SPECIAL PROVISIONS**
State Form 3321 (R6 / 11-11)

**STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION**

1. All existing utilities and other underground facilities such as traffic signal appurtenances must be located prior to commencing excavation.
2. The permittee shall not disturb nor manipulate any existing traffic control devices. Any damages to a traffic control device shall be repaired immediately at the permittee's expense by a State prequalified contractor. Contact the Signal Technician at the appropriate District Office (see telephone numbers on page 3) five days prior to doing work in the right-of-way that will affect any existing traffic control devices.
3. All cuts and trenches in and across the right-of-way of the Interstate, Federal, or State Highway shall be made by the permittee. After the work of installation of the project, the permittee shall restore all pavement surfaces and right-of-way according to requirements and specification and have it inspected by the Department of Transportation.
4. If private drives or commercial drives with a paved surface are to be open cut, a letter of approval must be obtained from the drive owner.

5. Pavement Removal

- a. Bituminous Pavement – The trench or area to be removed shall be sawed to a minimum depth of 2 inches. Breakage shall be confined to required lines. The edge of the area after removal shall be such that the maximum variation from the vertical will not exceed 1 ½ inches. In trimming and straightening these edges it may be necessary to use hand methods. Methods and equipment used in cutting, breaking, and removal shall not cause undue breakage, excessive shattering or spalling of the bituminous pavement to be left in place.
- b. Concrete Pavement – The trench or area to be removed shall be sawed to the bottom of the steel mesh with a minimum depth of 2 inches. Breakage shall be confined to required lines. The edge of the area after removal shall be such that the maximum variation from the vertical will not exceed 1 ½ inches. In trimming and straightening these edges it may be necessary to use hand methods. Methods and equipment used in cutting, breaking, and removal shall not cause undue breakage, excessive shattering or spalling of the concrete to be left in place and shall be such that will prevent excessive vibration and shock from being transmitted along reinforcing steel to the adjacent pavement.

6. Pavement Replacement

A "T" section should be used to bridge excavated areas to alleviate future settlement.

- a. Bituminous Pavement – Pavement replacement shall not be less than 12 inches of bituminous base mixture, thoroughly compacted in lifts of not more than 3 inches and a top lift of 1 inch shall be bituminous surface mixture properly compacted. All exposed bituminous edges shall be treated with bituminous tack. A "Wacker Rammer" compactor or equivalent shall be used for compacting the bituminous mixtures. The surface course shall meet Department of Transportation specifications for smoothness.
- b. Concrete Pavement – The depth of the concrete pavement shall be the same as the removed pavement except it shall be a minimum of 9 inches. Anchor bolts shall be placed along all sides of the removed area. The spacing shall be 3 feet center to center on the transverse side and 5 feet center to center on the longitudinal side with a minimum of 2 anchor bolts on a side. The anchor bolts and steel reinforcing shall be the same type and shall be placed as specified in the Department of Transportation's Standard Sheets. The concrete used shall be high early strength as set out in the Indiana Standard Specifications, except test beams will not be required.

Application number
T0000097961

Road number
SR-46

County
53

Expiration date (month, day, year)
5/10/2017

Issue date (month, day, year)
5/10/2016

Permit number
E16S2MI0002

Approved INDOT Permit Number E16S2MI0002

SUB-GRADE

The sub-grade on which the concrete or bituminous mixture is to be placed shall be compacted thoroughly prior to the placing of the pavement.

7. All cuts in the pavement shall be opened to traffic at all times except when the permittee is working at the site. If the cut in the pavement cannot be completed in the working day, it shall be temporarily backfilled, with the top 3 inches consisting of a temporary bituminous mixture, or the cut can be covered with a steel plate of sufficient size and thickness to satisfactorily carry the traffic. The steel plate shall be properly fastened down so as not to create a hazard. A steel plate shall also be used to cover any concrete area during the curing period. All steel plates must be labeled for emergency notification. Utility company name and 24 hour notification telephone number shall be visible at all times.
8.
 - a) All excavation from cuts in the pavement and shoulder area shall be removed from the right-of-way. The backfilling of this area shall be Compacted Aggregate Base or "B" Borrow. The compacted aggregate base or "B" Borrow shall extend beyond the shoulder line at a slope of 1 to 1. This backfill shall meet Department of Transportation Standard Specifications.
 - b) Backfilling of all trenches outside of the shoulder lines on State Highway right-of-way shall be made with pit run sand and gravel mixture or with material acceptable to the Department of Transportation, except for the top 12 inches which must be filled with top soil and compacted. Grass seed and fertilizer shall then be placed on the top soil which has been prepared in accordance with Department of Transportation Specifications on seed bed preparation.
 1. When the trench is excavated or plowed in a lawn area that is mowed, the applicant shall replace all disturbed areas with sod. The sod shall be placed and maintained according to Department of Transportation Standards.
 2. Sod may be required at other areas where erosion may be a problem.
9. The permittee shall at all times protect the pavement surface and right-of-way from damage due to the use of heavy equipment, and shall provide and use approved pads, planks, or dirt cushion to protect against other damage. Immediately before any section of the highway is to be placed back in use for traffic, the permittee shall remove all excess dirt and sweep the pavement surface to eliminate unnecessary dust hazards.
10. The Permit Inspector in the local sub-district or district office shall be notified 24 hours in advance of the pouring of concrete or the placing of bituminous mixture. (See telephone numbers on page 2.)
11. Tunneling under Interstate, Federal, or State Highway pavements will be allowed when approved by the Department of Transportation. Pipe for such tunnels shall be approved pipe as specified on the plans, inserted in the tunnel lining and the excess space filled with concrete as specified in the plans. Tunneling methods, supports and operations shall be subject to the approval of the representative of the Department of Transportation assigned to inspect the work. Proper backfilling must be done around the tunnel lining in order to prevent any settling of the pavement and right-of-way.
12. The top elevation of all manholes shall be held to ground or road surface level.
13. The permittee shall be responsible for the proper replacement of any driveways, driveway pipes or sidewalks that are disturbed during the permit work.
14. Drainage on shoulders, ditches, or otherwise on the right-of-way shall not be obstructed. Appropriate control measures shall be followed to protect the right-of-way from erosion.
15. All permits shall conform to the current INDOT Utility Accommodation Policy.
16. Within seven (7) days after a new installation or repair to an existing installation is performed, all excess dirt or obstructions caused by the installation or repair must be removed and the area must be restored to a condition by the permittee so as not to interfere with mowing the highway right-of-way.
17. Upon completion of all pavement cuts and before the work crew leaves the work area, the permittee shall furnish and place the appropriate color spot on the existing road surface next to the side of cut nearest the edge of highway pavement.
18. The permittee agrees, as a condition of approval of this permit, to move or remove any structures installed under this permit, at the permittee's own expense should future traffic conditions or road improvement necessitate; or when

requested to do so by INDOT except for on the National System of Interstate and Defense Highways as outlined in the Indiana Code.

19. Work shall be performed in accordance with the attached plans.
20. If at any time in the future, this installation should become damaged due to normal maintenance or roadwork by INDOT, the permittee shall be responsible for all repairs, and cost of repairs that may arise from such damage.
21. Any poles installed under this permit, including brace poles and guy poles should be placed within 1 ½ feet of the right-of-way line. Exceptions to this placement policy will be granted only for special conditions and must be explained in the application.
22. Any pole line installed under this permit will comply with all regulations outlined in the National Electrical Safety Code, and any other handbook issued by the Department of Commerce Bureau of Standards, which refers to the installation and maintenance of communications lines.
23. No trees or plants on the right-of-way of any Interstate, Federal, or State Highway will be trimmed or removed without written permission from the Department of Transportation.
24. Work performed under this permit will not interfere in any way with any pole line or other existing structure along or across the Interstate, Federal, or State Highway.
25. Work within the sodded areas of the right-of-way is not to be performed during wet periods. Any damage to the sodded areas of the right-of-way must be repaired and properly seeded.
26. If traffic is to be stopped on the highway the applicant must notify the Indiana State Police for assistance in traffic control within five (5) days prior to construction. Traffic will not be stopped longer than five (5) minutes.

INDOT DISTRICT OFFICES

Crawfordsville District

41 W 300 North
Crawfordsville, IN 47933
(888) 882-8330

Fort Wayne District

5333 Hatfield Road
Fort Wayne, IN 46808
(260) 969-8254

Greenfield District

32 S Broadway
Greenfield, IN 46140
(855) 463-6848

LaPorte District

315 E. Boyd Blvd.
LaPorte, IN 46350
(855) 464-6368

Seymour District

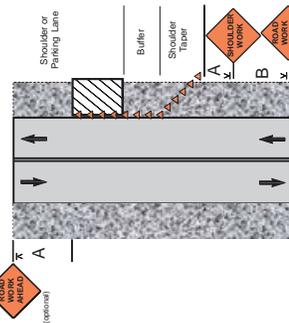
185 Agrico Lane
Seymour, IN 47274
(812) 522-5649

Vincennes District

3650 US 41 South
Vincennes, IN 47591
(812) 895-7300

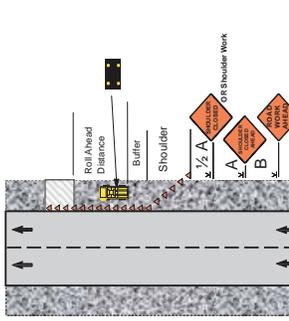
Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft. or Parking Lanes



Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

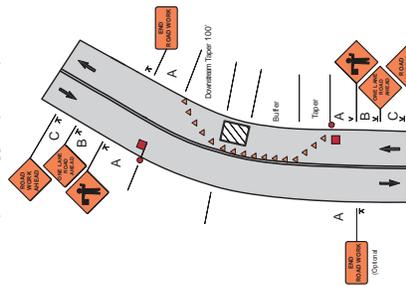
Paved Shoulder ≥8ft. Closed on Divided Roadway



- Notes:
- SHOULDER CLOSED signs should be used on limited-access highways. These signs are for use on limited-access highways.
 - UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 - Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 - ≤50mph speed limit, shadow vehicle optional.

Shadow Vehicles CANNOT be used as work vehicles

Lane Closure on a Two-Lane Road (Two Flagger Operation)



- Notes:
- The flagger or flaggers shall use approved flagging procedures according to the MUTCD if there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

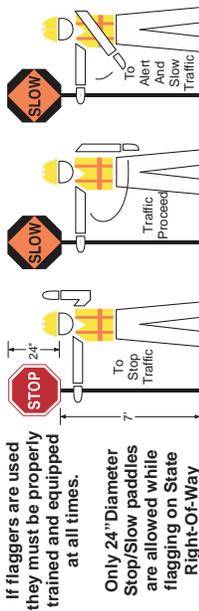
Legend

- Channelizing Device
- Portable Sign Support
- Arrow Board Display
- Flagger Symbol
- Arrow Board Display Symbol
- Shadow Vehicle With Flashing Light

Work Area

- Warning Sign

Flagger Standards and Procedures



If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way

Acceptable Channelizing Devices

- Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
 - Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
 - The sides of barricades facing traffic shall have retroreflective rail faces.
 - All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.
- Spacing
On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.
- Alternatively, the spacing for straight-a-ways may be as follows:
- 20 to 40 mph: 1 cone for every 40' (every skip)
 - 40 to 55 mph: 1 cone for every 60' (every other skip)
 - 60 mph & above: 1 cone for every 120' (every 3 skips)

Sign Spacing (feet)	
25-30 mph	35-40 mph
100	350
100	350
100	350
100	350
1000	1000
1600	1600
1600	1600
2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

Speed (MPH)	Shoulder Tapers			Shifting Tapers			Merging Tapers					
	L	#S	#C	L	#S	#C	L	#S	#C			
20	80	2	20	5	80	2	20	5	160	4	20	9
25	80	2	20	5	80	2	20	5	160	4	20	9
30	80	2	20	5	120	3	20	7	200	5	20	11
35	120	3	20	7	160	4	20	9	280	7	20	15
40	120	3	40	4	160	4	40	5	320	8	40	9
45	200	5	40	6	280	7	40	8	560	14	40	16
50	200	5	40	6	320	8	40	9	600	15	40	17
55	240	6	40	7	360	9	40	10	680	17	40	18
60	240	6	60	5	360	9	60	7	720	18	60	13
65	280	7	60	6	400	10	60	8	800	20	60	15
70	280	7	60	6	440	11	60	9	840	21	60	15

2-Way & Downstream Tapers are always 100/2.5/20/7
L = Length (ft) #S = Number of Skips #C = Cone Spacing (ft) #C = Number of Cones

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

Speed	Stationary		Mobile
	100 ft	150 ft	
≤ 45 mph	100 ft	150 ft	150 ft
50 - 55 mph	150 ft	200 ft	200 ft
60 - 65 mph	200 ft	275 ft	275 ft
70 mph	225 ft	325 ft	325 ft

As it pertains to Right-Of-Way Permit work.

Created by INDOT, Work Zone Safety Section, June 2011.





RIGHT OF WAY PERMIT

State Form 41769 (R5 / 3-00)

Approved by State Board of Accounts, 2000

Approved by Auditor of State, 2000

STATE OF INDIANA INDIANA DEPARTMENT OF TRANSPORTATION

Type of Permit:		
<input type="checkbox"/> Excavation	<input type="checkbox"/> Pole Line	<input type="checkbox"/> Bridge Attachment <input checked="" type="checkbox"/> Miscellaneous
District Seymour	Subdistrict Bloomington	Telephone number 812-332-1411
Project locations: Intersection of State Road 46 and South Clarizz Blvd.		Reference pt. number 56.84
Project description: Installing PROWAG compliant ramps on the NE and NW corners of the intersection.		
Project purpose: Pedestrian improvements to a signalized intersection.		
Bond required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Penal Sum \$ --	Bond number --
PERMIT FEE: (Make check or bank draft payable to "Indiana Department of Transportation")		\$ 15
SPECIAL PROVISIONS: <small>THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITIONS, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS, OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED BY OR IMPOSED ON THE STATE IN CONNECTION HERewith IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.</small>		
Signature of permit applicant		Printed name of permit applicant Roy Aten
Name of company organization City of Bloomington		Telephone number 812-349-3591
Address (number and street, city, state, ZIP code) 401 N Morton St Suite #130 Bloomington, IN 47404		
Inspector Sean Gray		
District Regulatory Supervisor		
District Director		

Application number
T0000097961

Road number
SR-46

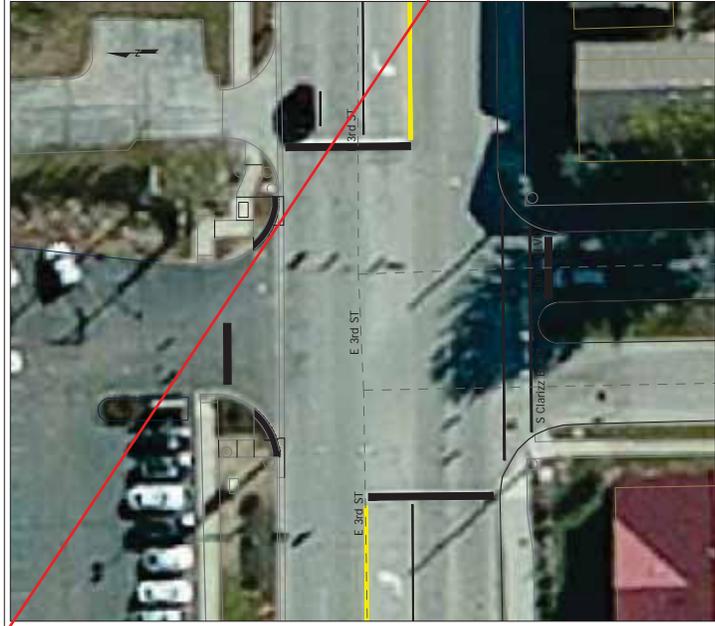
County number
53

Expiration date

Issue date

Permit number

Approved INDOT Permit Number E16S2MI0002

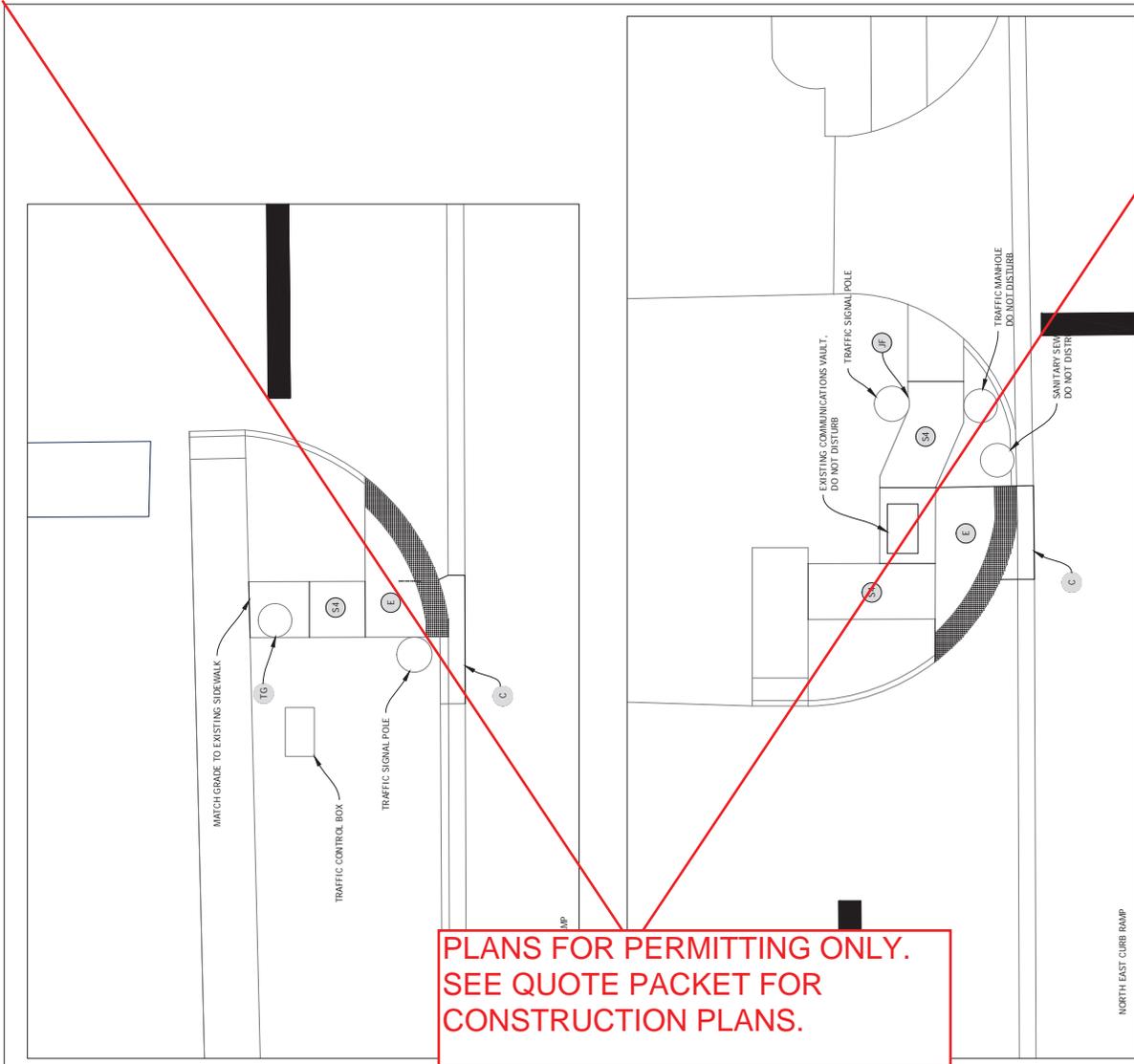


- Notes:
1. Existing concrete sidewalk is to be reconstructed, all damaged concrete, brick, stone, or other material shall be completely removed and replaced with new concrete sidewalk in accordance with 624.03. Remove existing sidewalk and restore roadway with 9" 4000 p.s.i concrete and 1" HMA overlay.
 2. Such sidewalk shall be constructed to a minimum depth of 4 in. unless another depth is designated and to the width of the adjoining walk, or to a width of no less than 48 in. from the face of curb, or to such other width as directed.
 3. The removal of concrete sidewalk shall be to uniform lines as directed. The sidewalk to be removed shall be cut in a straight line with an approved power driven concrete saw. The sawing shall be such that the portion of sidewalk to remain in place shall not be damaged. All portions which are damaged or removed back of the established line shall be replaced.
 4. Unless otherwise directed, sidewalk which must be removed shall be removed between tool marks or joints. At locations where the sidewalk and curb are adjacent and the curb is deteriorated, the curb shall also be replaced as directed.
 5. The new sidewalk shall have a joint pattern similar to the surrounding sidewalk. Sidewalk placed at drives shall be 6 in. thick, or the same depth of the existing drive, whichever is greater.
 6. Contact City of Bloomington, Parking Enforcement for removal and installation of parking meter heads. Contractor shall be responsible for removal and installation of parking meter post.
 7. All joints adjacent to existing buildings must be sealed with silicon joint sealant.

Materials

Item	Name	Units	JOB RAMP	NE RAMP	Undistributed	Total
604-07699	CURB RAMP, CONCRETE, E	SYS	8.11	9.11		17.22
604-91531	SIDEWALK, CONCRETE, 4 IN.	SYS	5.76	11.88		17.64
607-00175	GUTTER, CONCRETE, A	LFT	11.51	8.42		19.93
720-44000	CASTING, ADJUST TO GRADE	EACH	1.00			1.00
621-06570	TOPSOIL	CYD			4.00	4.00
621-03867	MULCHED SEEDING, A	SYS			212	212.00

- (E) MIDOT TYPE E RAMP WITH CAST IRON DETECTABLE ELEMENTS
SEE E-604-SW-09 AND E-604-SW-10 FOR DETAILS.
- (C) REPLACE CONCRETE CURB.
- (SA) CONCRETE SIDEWALK, 4 IN. ON 4 IN. COMPACTED AGGREGATE.
- (JP) PREFORMED JOINT MATERIAL, 1/2 IN.
- (TG) ADJUST CASTING TO GRADE.



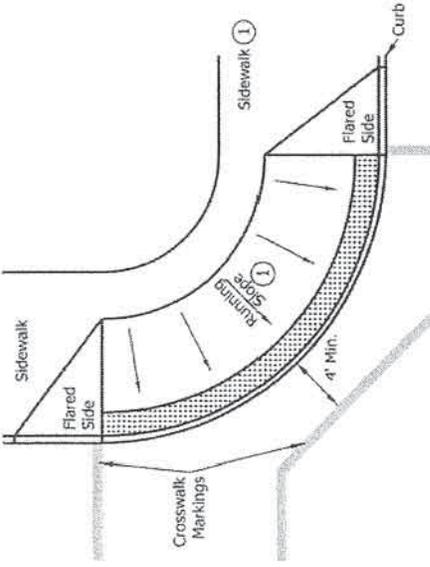
PLANS FOR PERMITTING ONLY.
SEE QUOTE PACKET FOR
CONSTRUCTION PLANS.

**CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT**

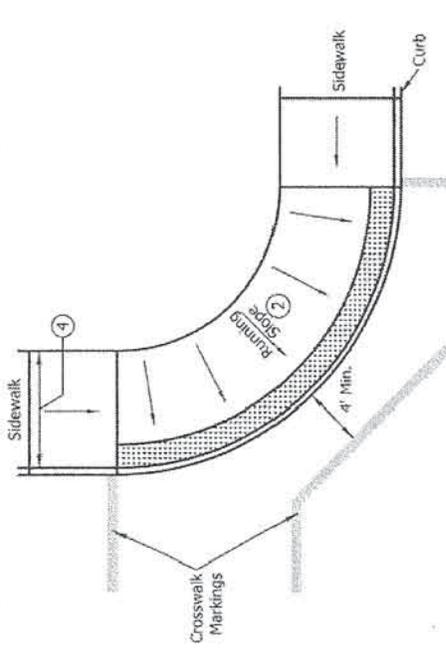
E 3RD STREET AND S. CLARIZZ BLVD
NORTH EAST CURB RAMP

RECOMMENDED FOR APPROVAL:	CITY ENGINEER:	DATE:
DESIGNED:	DRAWN: BEA	CHECKED:
CHECKED:		

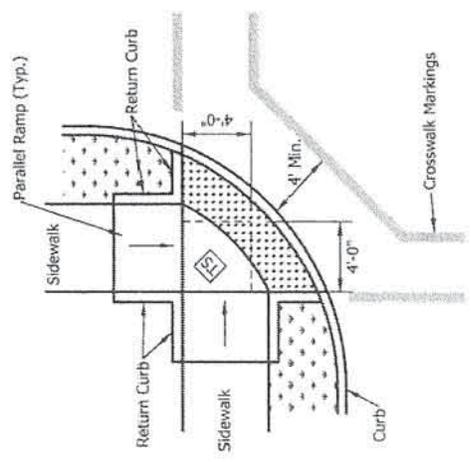
HORIZONTAL SCALE:	BRIDGE FILE:
1" = 5'	
VERTICLE SCALE:	DESIGNATION:
SURVEY BOOK:	SHEETS:
CONTRACT:	TOTAL:
	PROJECT:



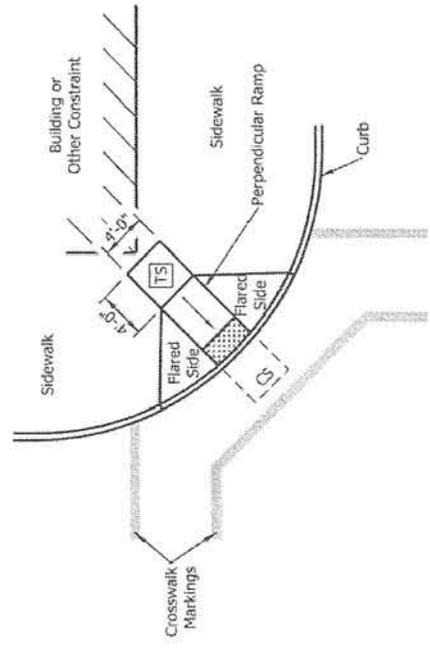
**BLENDDED TRANSITION CURB RAMP
WITH RUNNING SLOPE > 2.00%**



**BLENDDED TRANSITION CURB RAMP
WITH RUNNING SLOPE ≤ 2.00%**



DEPRESSED CORNER CURB RAMP



DIAGONAL CURB RAMP ③

NOTES:

- ① Where the running slope is greater than 2.00%, a 4-ft minimum sidewalk shall continue behind the blended transition. The running slope shall not exceed 3.00%.
- ② Where the running slope is less than or equal to 2.00% a 4-ft minimum sidewalk is not required behind the blended transition.
- ③ A diagonal curb ramp shall not be used for new construction. For an alteration project, a diagonal curb ramp shall be used only where existing physical conditions prevent paired curb ramps, a blended transition curb ramp, or a depressed corner curb ramp from being provided.
- ④ Where there is no buffer between the sidewalk and curb the preferred minimum sidewalk width is 6 ft. Where a buffer is placed between the sidewalk and curb, the preferred minimum sidewalk width is 5 ft. See Standard Drawing Series E 604-SDWK for sidewalk details.

LEGEND:

- Buffer or Other Non-Walkable Surface
- Ramp
- Detectable Warning Surface
- Turning Space
- Clear Space

INDIANA DEPARTMENT OF TRANSPORTATION
 BLENDED TRANSITION CURB RAMP,
 DEPRESSED CURB RAMP AND DIAGONAL
 CURB RAMP TYPICAL PLACEMENT
 SEPTEMBER 2016

STANDARD DRAWING NO. E 604-SWCR-09

ELIZABETH W. PHILLIPS
 REGISTERED PROFESSIONAL ENGINEER
 No. 10200124
 STATE OF INDIANA

/s/ Elizabeth W. Phillips
 DESIGN STANDARDS ENGINEER
 DATE 03/15/16

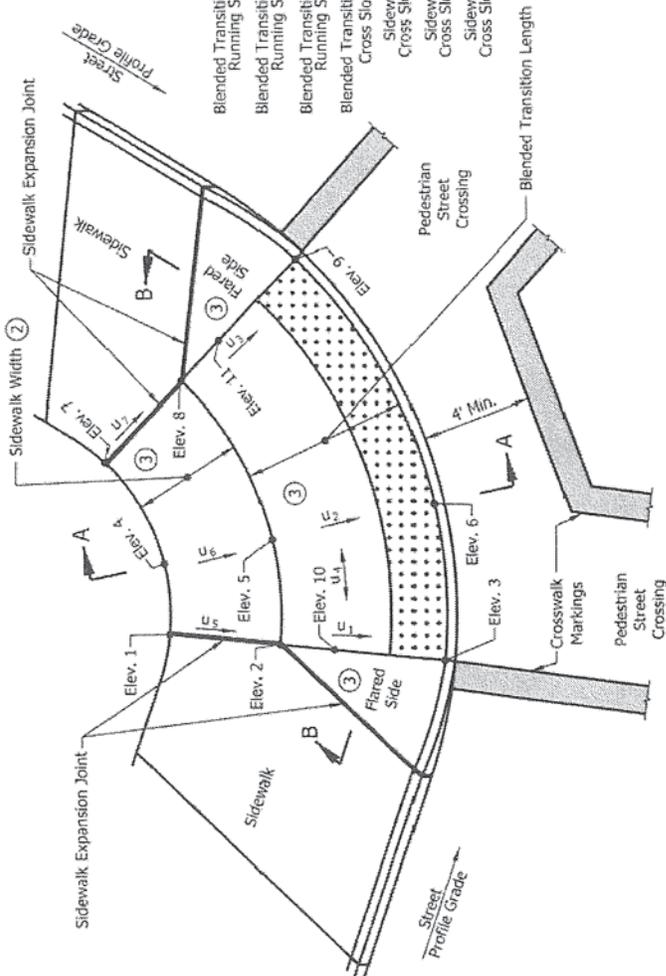
/s/ Mark A. Miller
 CHIEF ENGINEER
 DATE 03/18/16

NOTES:

- 1 The bottom edge of the blended transition and top of curb shall be flush with the edge of adjacent pavement and gutter line.
- 2 Where the running slope is less than or equal to 2.00% a 4-ft minimum sidewalk is not required, behind the blended transition. Where the running slope is greater than 2.00%, a 4-ft minimum sidewalk shall continue behind the blended transition and the running slope shall not exceed 5.00%.
- 3 Curb ramp surface shall be coarse broomed transverse to the running slope.
- 4 See Standard Drawing E 604-SWCR-01 for cross slope exceptions.
5. See Standard Drawing E 604-SWCR-12, -13, and -14 for Detectable Warning Surface placement, configuration, and details.
6. See Standard Drawing E 604-CCSJ-01 for sidewalk expansion joint details.

Component Slope Equations:

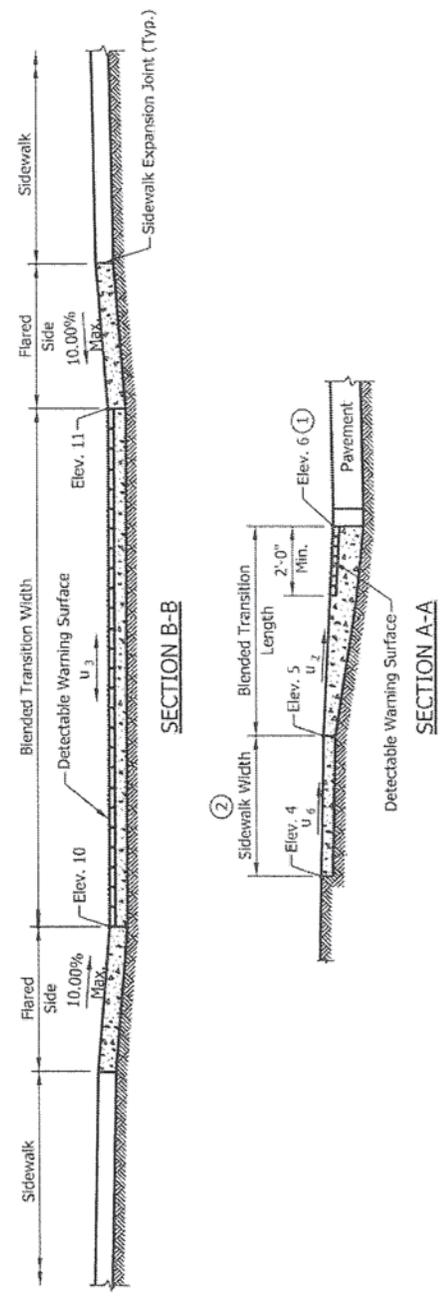
Blended Transition u_1 Running Slope	$\frac{\text{Elev. 2} - \text{Elev. 3}}{\text{Blended Transition Length}} \leq 2.00\%$
Blended Transition u_2 Running Slope	$\frac{\text{Elev. 5} - \text{Elev. 6}}{\text{Blended Transition Length}} \leq 2.00\%$
Blended Transition u_3 Running Slope	$\frac{\text{Elev. 8} - \text{Elev. 9}}{\text{Blended Transition Length}} \leq 2.00\%$
Blended Transition u_4 Cross Slope	$\frac{\text{Elev. 10} - \text{Elev. 11}}{\text{Blended Transition Width}} \leq 2.00\%$
Blended Transition u_5 Cross Slope	$\frac{\text{Elev. 1} - \text{Elev. 2}}{\text{Sidewalk Width}} \leq 2.00\%$
Blended Transition u_6 Cross Slope	$\frac{\text{Elev. 4} - \text{Elev. 5}}{\text{Sidewalk Width}} \leq 2.00\%$
Blended Transition u_7 Cross Slope	$\frac{\text{Elev. 7} - \text{Elev. 8}}{\text{Sidewalk Width}} \leq 2.00\%$



LEGEND:

- Ramp
- Detectable Warning Surface

INDIANA DEPARTMENT OF TRANSPORTATION	
BLENDED TRANSITION CURB RAMP COMPONENT DETAILS	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 604-SWCR-10	DESIGN STANDARDS ENGINEER
	DATE 03/15/16
/s/ Mark A. Miller CHIEF ENGINEER	DATE 03/18/16



AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

CONTRACTOR

FOR

E 3rd Street and S Clarizz BLVD North Curb Ramps

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and _____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the installation of ADA compliant curb ramps, (more particularly described in Attachment A, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; 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. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement on or before 04/30/2017, unless the parties mutually agree to a later completion date. 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 Section 13.00 of the General Conditions 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed _____ . 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 For projects utilizing federal funding the 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 Davis Bacon requirements, if federal funds are used.

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01. 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.

5.02 Abandonment, Default and Termination

5.02.01 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 made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 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.

5.02.03 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:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 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.

5.02.05 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.

5.02.06 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.

5.02.07 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.

5.03 Successors and Assigns

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

5.03.02 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.

5.04 Extent of Agreement: Integration

5.04.01 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 and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.

12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 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.

5.05. Insurance

5.05.01

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

<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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000

D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) \$1,000,000 each accident

Bodily injury and property damage

E. Umbrella Excess Liability \$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not be more than \$10,000

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

Premises and operations;

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

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;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 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.

5.05.04 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.

5.06 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.

5.07. 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.

5.08. Non-Discrimination

5.08.01 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, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

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.

5.08.03 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, 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.

5.09. Workmanship and Quality of Materials

5.09.01 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.

5.09.02 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.

5.09.03 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.

5.10. 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.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 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.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, 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.

5.11.04 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.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

5.12.03 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.

5.13 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.

5.14 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		
Attn: Roy Aten, Senior Project Manager		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

5.15 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.

5.16 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. Contractor shall start active and continuous work on the Agreement within five (5) 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 five (5) 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.

5.17 Steel or Foundry Products

5.17.01 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.

5.17.02 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."

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 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 Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

E 3rd Street and S Clarizz BLVD North Curb Ramps

This project shall include, but is not limited to the installation of two ADA compliant ramps on the north side of the intersection of East 3rd Street and South Clarizz Boulevard, as depicted on the attached set of plans.

ATTACHMENT B

"AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT C

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name).
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

