



BOARD OF PUBLIC WORKS

MEETING PACKET

November 20, 2012

AGENDA
BOARD OF PUBLIC WORKS
Tuesday, November 20, 2012 @ 5:30 p.m.
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Works to be Held Tuesday, October 23, 2012 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – October 23, 2012

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Request to Uphold Order to Remove Unsafe Structure at 1003 W. 9th Street
2. Request to Uphold Order to Vacate and Remove Unsafe Structure at 1614 W. 7th Street
3. Request to Uphold Order to Remove Unsafe Structure at 1028 E. Hillside Drive
4. Request to Uphold Order to Remove Unsafe Structure at 2504 ½ S. Milton Drive
5. Resolution 2012-92: Use of Public Streets for Hoosier Half Marathon and 5K Event (Saturday, 4/6/13)
6. Resolution 2012-93: Allow Itinerant Merchant to Operate within the Public Right of Way (Big Matt's Lunchbox)
7. Authorization of Outdoor Lighting Service Agreement for 6th & Lincoln Intersection
8. Approval of Park Avenue Brick Street Restoration Design Services Contract
9. Approval of 3rd & Jordan Intersection Improvements Design Services Contract
10. Approval of Winslow/High/Rogers Roundabout Improvements Design Services Contract
11. Approval of Change Orders for W. 3rd Street Project

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIM

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, October 23, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson – Director Public Works
Chris Smith – Public Works
Jackie Moore – City Legal
Mike Arnold – HAND
Norm Moiser - HAND
Adrian Reid – City Engineer
Laurel Archer – Public Works

Zietlow noticed road work continues. She wondered if stimulus money was still being used. Reid stated not the City projects.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved approval of minutes from October 9, 2012. Hrisomalos seconded the motion. The minutes were approved.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

Norm Moiser, compliance officer with HAND introduced himself. He requested abatement for the property at 4306 E. Cricket Knoll. They have not mowed their yard. Moiser also requested that the abatement remain for the rest of the season. Zietlow asked if this was an owner occupied house. Moiser stated it is in the process of becoming a rental house. The owner's son resides at the property, and the owner resides in North Carolina.

**TITLE VI
ENFORCEMENT**

McNamara made a motion to allow staff to abate Title VI violation at 4306 East Cricket Knoll for now and the rest of the year. Hrisomalos seconded the motion. The motion carried. Title VI abatement for 4306 Cricket Knoll approved.

Mike Arnold, HAND, introduced himself. He stated there has been a problem with 2310 W 3rd Street all season. The property is currently vacant. The previous owner informed HAND he no longer owns the property and is in the hands of Indiana Bank and Trust. Staff asked for permission to abate for the rest of the year.

McNamara made a motion to authorize staff to abate Title VI

violation at 2310 West 3rd street now and for the rest of the year. Hrisomalos seconded the motion. The motion passed. Abatement at 2310 W. 3rd Street approved.

None

Christina Smith introduced herself. She explained Joe LaMantia has been in the public right of way at 4th Street adjacent to the IVY Tech John Waldron Art Center creating a sculpture since September 26. This area is approximately 35 1/2 feet long and comes out 14 1/2 feet from the sidewalk with a 6' sidewalk for pedestrians. Both the Waldron Arts Center and WFHB have been supportive of the request, and there have been no issues or complaints so far due to this use of the right of way. This phase of the project is taking longer to complete than expected. Mr. LaMantia asked for an extension until October 31st. Staff recommended approval.

McNamara made a motion to approve the time extension for the use of 4th Street right of way for sculpture fabrication through October 31, 2012 Hrisomalos seconded the motion. The motion passed. Time extension approved until October 31, 2012.

Adrian Reid stated this is the final plat for a two lot subdivision at the northwest corner of Dunn Street and the 45/46 Bypass. The property owner is subdividing so he can build a home on the northern section. The Plat Committee approved the plat in September. There is a sidepath on the property that is already built; therefore, the property owner will be responsible for building a piece of sidewalk to the north. Developer is bonded for this work. Staff recommended approval.

Steve Smith representing Atlantis Properties introduced himself. Mr. Smith stated this lot currently has a rental house. This is a big lot with a big backyard that is not used. Atlantis bought the property a few years ago and anticipated selling off the back lot to make up for the cost of buying the house. Atlantis would like to spilt off the back portion of the lot for another house. It could be a single family or rental. The owner will add street trees and a sidewalk.

McNamara asked about the size of the back lot. Smith stated it is .29 acres in back.

Zietlow asked if the residents of the house there no about the project.

HEARINGS FOR NOISE APPEALS

OLD BUSINESS

Approve Time Extension on Use of 4th Street Right of Way for Sculpture Fabrication

NEW BUSINESS

Plat Approval for North Dunn Street – 2 Lot Minor Plat

Smith stated they are aware. Zietlow wondered about access in and out of the property. Smith explained if Atlantis Properties keeps the site, they will use the existing driveway and share it. If they sell the property then there would be a new driveway onto Dunn Street.

Hrisomalos asked if this was compatible with the deed. Smith stated it is.

McNamara made a motion for Plat approval for North Dunn Street 2-lot, Minor Plat. Hrisomalos seconded the motion. The motion passed. Plat approved.

Arnold stated this is a property that came before the Board at the October 9th meeting. Permission was granted to do notice by publication. The notice was run in the paper twice. During this time a notice for bid went out. There was a bid opening with only one bid, Wagner Construction, for the project. Wagner visited the property on October 17. HAND staff is happy with the bid. Staff is still unsure what all will be required to make this property safe; therefore, the contract is still being finalized. The contractor is Wagner Construction with a bid amount of \$5,439.50.

**Order to Repair or
Remove Unsafe Structure
and Approve Bid to
Complete Work at 2526
S. Spicewood Lane**

Zietlow asked what the intent is for the property. Arnold stated the goal is to make the structure safe. The roof needs to be repaired. The bid is for doing deck work and roofing work. There will also be a few additional repairs to the fence that is failing, and removal of debris.

Zietlow asked about payment for the repairs. Arnold stated the owner would be billed, and if not paid then a lien would be placed on the property. Zietlow asked if the house was habitable. Arnold stated he would not want to live there and it appears it has been empty for several years.

Zietlow asked if there has been any contact with the owner. Arnold stated no contact with the owner.

McNamara moved to uphold the Order to Repair or Remove Unsafe Structure at 2526 South Spicewood Lane and to approve the bid to complete work for that repair. Hrisomalos seconded the motion. The motion passed. Order to Repair or Remove Unsafe Structure approved, and bid with Wagner Construction in the amount of \$5,439.50 approved.

Smith stated the Bloomington Hospital Foundation – IU Positive link is sponsoring the 9th annual AIDS Walk on Saturday, March 23, 2013 beginning at noon at Waldron Hill and Buskirk Park. They will accept donations and secure sponsorships with all proceeds going to

**Resolution 2012-88: Use
of Public Sidewalks for
the IU Health AIDS Walk
Event (Saturday, 3/23)**

the IU Health Positive Link which provides education, resources and support for those living HIV/AIDS. Approximately 250 people are expected to participate in this event. The route will begin at Waldron, Hill and Buskirk Park, left on Washington Street, left onto Smith, left onto Lincoln, right onto Kirkwood, left onto Indiana, right onto 7th Street to the Showalter Fountain, then west to Morton, left onto 4th Street and right onto Washington which will end back at the Waldron, Hill and Buskirk Park.

Attachment A

Walkers will be on the sidewalk, but there is a chance in congested areas the walkers will walk in the street as well. Traffic control will be provided by volunteers. BPD has issued a Parade Permit pending Board of Public Works approval. Staff recommended approval.

Hrisomalos stated he would like to know the make up of the beneficiary, and how much money goes to the organization and how much is administrative costs. Smith stated she would ask the organization for a report. Hrisomalos added he would like to know that about all groups that come before the Board. Hrisomalos would like to know if the money raised actually benefits the organization. Zietlow added that would be a good question to include in the future.

McNamara moved to approve Resolution 2012-88, Use of Public Sidewalks for the IU Health AIDS Walk Event on Saturday, March 23, 2013. Hrisomalos seconded the motion. The motion passed. Resolution 2012-88 approved.

Smith stated the Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc. The event is free and open to the public. The request is to close Kirkwood Avenue between College and Walnut on Friday, November 23rd. The street will need to be closed to vehicular traffic beginning at 3:00 p.m. until 9:00 p.m. The Bloomington Parks and Recreation Department will be providing the stage for the event and will need to park the stage in the parking lane beginning at 8:00 am on Wednesday, prior to the event. DBI requested four parking spaces in front of the Fountain Square Mall for the stage. The Parks Department will remove the stage by 9:00 a.m. on Saturday morning so parking is opened for weekend shoppers. The Resolution does include a noise waiver for amplified music, holiday caroling, and remarks. This is the 27th anniversary for the Canopy of Lights. This is a wonderful community event and staff recommended approval.

Resolution 2012-89: Use of Public Streets for the Downtown Bloomington Canopy of Lights Event (Friday, 11/23)
Attachment B

Hrisomalos asked if the Christmas Tree will be lit the same night. Smith said yes.

McNamara moved to approve Resolution 2012-89, Use of Public Streets for the Downtown Bloomington Canopy of Lights Event on

Friday, November 23, 2012. Hrisomalos seconded the motion. The motion passed. Resolution 2012-89 approved.

Smith explained Mehdi Saberi has applied for an Itinerant Merchant Permit. Smith further stated it has been determined that when an applicant wants to operate in the public right of way, before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic and Sustainable Development has reviewed the application. ESD will confirm that all rules and regulations have been met prior to the permit being issued. The business will operate from the food cart or trailer. This application is for one year. Staff recommended approval.

**Resolution 2012-90:
Allow Itinerant Merchant
to Operate in the Public
Right of Way (Mehdi
Saberi)
Attachment C**

Mehdi Saberi introduced himself. Mr. Saberi explained he has converted a truck for food service. He will serve Gyros, fresh vegetable soup and salad.

Zietlow asked when he hopes to begin. Saberi stated this week if he is approved for the permit.

McNamara asked about Kebobs. Saberi stated yes he would have those as well.

Staff recommended approval.

McNamara made a motion to approve Resolution 2012-90 to Allow Itinerant Merchant to Operate in the Public Right of Way for Mahdi Saberi. Hrisomalos seconded the motion. The motion passed. Resolution 2012-90 approved.

Smith stated the Trained Eye Arts Center is hosting an anniversary event on Saturday, November 10th and have applied for a Noise Permit so music can be played during the hours of 3:00 pm to 3:00 am. They are inviting the public to stop by for music and food. Representatives of the Trained Eye have been notified that noise permits are only granted until 11:00 p.m. on weekend evenings. There have been no complaints to staff's knowledge of other Trained Eye events.

**Request for Noise Permit
for Trained Eye Arts
Center Anniversary
Event (Saturday 11/10)**

Zietlow asked if neighbors had been notified as there are houses nearby. McNamara stated the Board has approved some 11:00 pm events before. Smith added there have been no complaints in the past.

McNamara made a motion to approve Noise Permit for the Trained Eye Arts Center Anniversary Event on Saturday, November 10, 2012 until 11:00 p.m. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Smith explained Public Works had requested and has received an Outdoor Lighting Service Agreement for the E 3rd Street Sidewalk Project. This lighting plan for this phase of the sidewalk project is for the removal and installation services for four (4) 250 watt full cut off cobrahead fixtures mounted on spun aluminum poles. The existing street lights will be removed to facilitate the construction of the new sections of sidewalk. Upon completion of the sidewalk project the new lights and poles will be installed. In order to reduce long term monthly billing expenses, the City will pay a onetime lump sum payment for equipment costs of \$13,213.49. The estimated monthly energy usage and maintenance charges will be \$39.32.

Authorization of Outdoor Lighting Service Agreement for the East 3rd Street Sidewalk Project

Staff recommended approval. Hrisomalos felt it would be a nice addition to the sidewalk.

McNamara made a motion to authorize Outdoor Lighting Service Agreement for the East 3rd Street Sidewalk Project. Hrisomalos seconded the motion. The motion passed. Outdoor light service agreement for E. 3rd Street approved.

Smith stated Good Earth is a locally owned and operated compost and mulch manufacturing facility, and has been in business for 30 years. The mulch is made from natural vegetation material such as grass clippings and leaves. Good Earth has agreed to take the vacuumed leaves from the Street Department for \$20 per trailer load. This agreement shall be from October 2012 thru May 2013.

Approval of Good Earth Contract for Vacuumed Leaf Acceptance

McNamara stated now would be a good time to remind citizens that the best thing to do with leaves on their yard is to leave them in place and mulch. Smith agreed stating it reduces yard waste and creates a natural fertilizer for the lawn.

Hrisomalos asked how many loads were taken last year. Johnson stated approximately 400. Hrisomalos asked what the Street Department recommends. Smith stated the Street Department recommended approving the agreement. Leaves can be raked up to the curb line, but not in the street.

Smith announced alternatives to letting leaves lie are curb side pick up which starts November 5 and runs through Dec 21st. Each neighborhood will be visited one time. All leaves for curb side pickup must be at the curb by November 5th. Leaves cannot be on the street or around fire hydrants. Another alternative is on regular sanitation pick up day, leaves can be placed in paper/biodegradable bags and picked up free from Oct 29 – December 20th.

Hrisomalos stated this year he thinks he will leave his leaves alone, maybe run over them with the lawnmower.

McNamara made a motion to approve the Good Earth Contract for vacuumed leaf acceptance. Hrisomalos seconded the motion. The motion passed. Contract with Good Earth approved.

Reid stated this project has been complete for awhile, however, the paperwork seems to keep on going. This is for additional inspection services due American Structurepoint due to utility delays. The addendum is for an additional amount of \$39,000.51.

Approval of Addendum #3 for W. 3rd Street Construction Inspection Contract

McNamara made a motion to approve Addendum #3 for West 3rd Street Construction Inspection Contract. Hrisomalos seconded the motion. The motion passed. Addendum #3 approved pending approval by the Mayor.

Reid stated this change order and the Addendum #3 are pending Mayoral approval.

Approval of Change Order #45 for W. 3rd Street Repair

Reid stated this change order is directly related to delays caused by unresponsive utility companies. Utility relocation was supposed to be done before the project started but did not happen in a timely fashion. Due to this the project was delayed until the next calendar year. Reid further explained INDOT procedures state the contractor is entitled to escalation charges. Dave O'Mara, the City, and INDOT have been working on this claim for almost a year and have agreed to an amount of \$209,322.37 to cover those escalation charges. This covers cost increase for materials and equipment. Staff requested approval of this change order.

McNamara asked if it is INDOT that decides there should be escalation charges. Reid explained INDOT makes the call and INDOT also has a procedure in place to make sure utility coordination is done properly. The City will be looking for reimbursement of some of these charges from the utility companies that caused the delay. Reid added this project was delayed as a direct result of utility issues and added there will probably be more change orders to come.

McNamara made a motion to approve Change Order #045 for the West 3rd Street Project in the amount of \$209,322.37. Hrisomalos seconded the motion. The motion passed. Change Order #045 approved.

Johnson stated one more time, as a reminder, the best course of action for leaves is to let them lie.

STAFF REPORTS & OTHER BUSINESS

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

**APPROVAL OF
CLAIMS**

McNamara moved to adjourn the meeting Hrisomalos seconded the motion. Meeting adjourned at 6:18 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 20 November 2012

Petition Type: Uphold Order to Remove Unsafe Structure

Address: 013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.

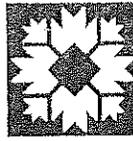
Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 02 November 2012 Met owner and City Engineer at structure to investigate unsafe conditions
08 November 2012 Sent Order to Remove Unsafe Structure

The new owner requested the structure be evaluated for violation of Title 17 regarding Unsafe Structures. Staff believes it is an unsafe structure. The roof and the floor of the structure are in complete structural failure.

Attachments: Photos, orders.



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

09 November 2012

Timothy Laughlin
1616 Treadwell Ln.
Bloomington IN 47408

Re: 013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.

Dear Timothy Laughlin,

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5 and the City Engineer under Bloomington Municipal Code section 20.09.230, issue this Order to Remove. When it issues such an order, the City is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 31 January 2013 to remove the structure on the property commonly known as 1003 W. 9th St., Bloomington Indiana.

A hearing will be held on this matter on 20 November 2012 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

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

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

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

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

Adrian Reid
City Engineer
Engineering Department
401 N. Morton St. Su. 130
Bloomington, Indiana 47404
(812)349-3410

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

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this ____ day of November 2012.

Name of Notary Public

Signature of Notary Public

Notary Public's County of Residence

Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **09 November 2012**

Person(s) NOV issued to: **Timothy Laughlin**

Date violation discovered: **02 November 2012**

Location/address of violation: **013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.**

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

Inspector's Report

During an inspection of the property with the owner and the City Engineer, it was noted that a large portion of the roof and a large portion of the floors have failed structurally. The following shall occur to be in compliance with the Order to Remove:

1. The Monroe County Building Department and the City Planning Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order;
2. The structure described shall be removed as well as all debris associated with this structure;
3. HAND shall be notified when work is completed at this location.

Relevant Code Citations

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

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

is considered an unsafe building.

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

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

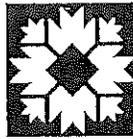
**1003 W. 9th St.
02 November 2012**







City of Bloomington
H.A.N.D.



City of Bloomington
Housing and Neighborhood Development

Board of Public Works

Meeting Date: 20 November 2012

Petition Type: Request to Uphold Order to Remove Unsafe Structure

Address: 015-39740-00 Barclay Gardens Pt Lots 15 & 16 15B; commonly known as 1028 E. Hillside Dr.

Petitioner: Housing and Neighborhood Development

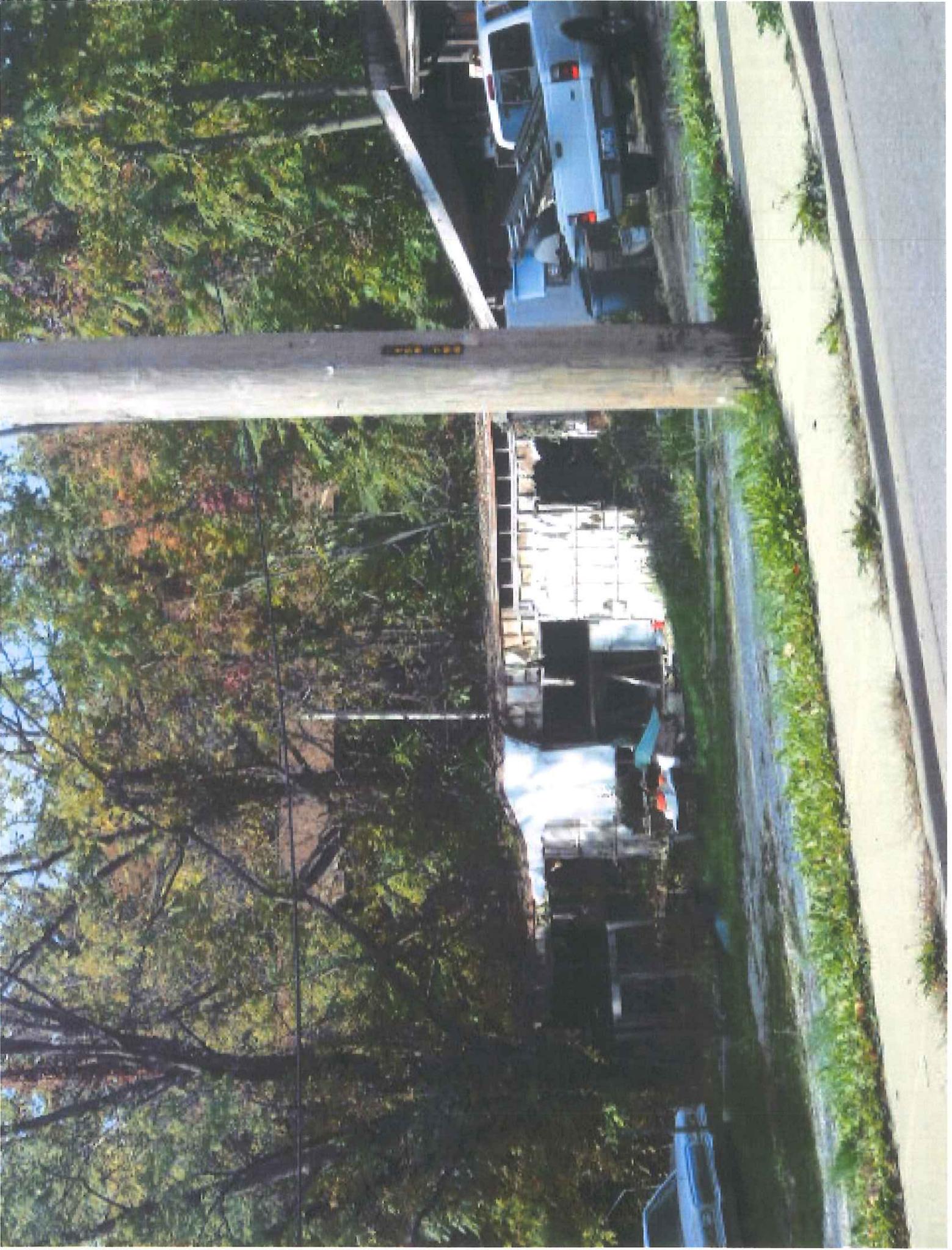
Inspector: Michael Arnold

Staff Report: 10 October 2012 Unsafe structure notice while driving by the property
22 October 2012 Sent Order to Remove structure

This structure was noticed while driving on Hillside Dr. HAND is requesting the Board uphold the Order to Remove the structure

Deadline: 31 December 2012

Attachments: Photos, orders.





City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

22 October 2012

Andrew Joseph Taylor
804 E. Hillside Dr.
Bloomington IN 47401

Andrew Joseph Taylor
1028 E. Hillside Dr.
Bloomington IN 47401

Re: 015-39740-00 Barclay Gardens Pt Lots 15 & 16 15B, commonly known as 1028 E. Hillside Dr.

Dear Andrew Joseph Taylor,

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

You have until 31 December 2012 to remove the deteriorated mobile home (see picture with Notice of Violation report), behind the main structure on the property commonly known as 1028 E. Hillside Dr., Bloomington Indiana.

A hearing will be held on this matter on 20 November 2012 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

1. HAND may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. HAND may fulfill the obligations of the Order to Remove itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.

- 4. If any assessed costs remain unpaid, HAND shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

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

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

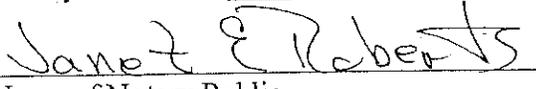
I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.



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

State of Indiana)
)SS:
 County of Monroe)

Subscribed and sworn to before me a Notary Public this 17th day of October 2012.



 Name of Notary Public



 Signature of Notary Public

Monroe

 Notary Public's County of Residence

1/22/2015

 Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **22 October 2012**

Person(s) NOV issued to: **Andrew Joseph Taylor**

Date violation discovered: **10 October 2012**

Location/address of violation: **015-39740-00 Barclay Gardens Pt Lots 15 & 16 15B, commonly known as 1028 E. Hillside Dr.**

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

Inspector's Report

This unsafe structure, sitting behind the main structure on the property, was noted while driving westbound on Hillside Dr. This report is only for the deteriorated manufactured structure behind the main structure. The following steps should be taken to bring the property in compliance:

1. The Monroe County Building Department and the City Planning Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order,
2. The structure described shall be removed as well as all debris associated with this structure,
3. HAND shall be notified when work is completed at this location.

Relevant Code Citations

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

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

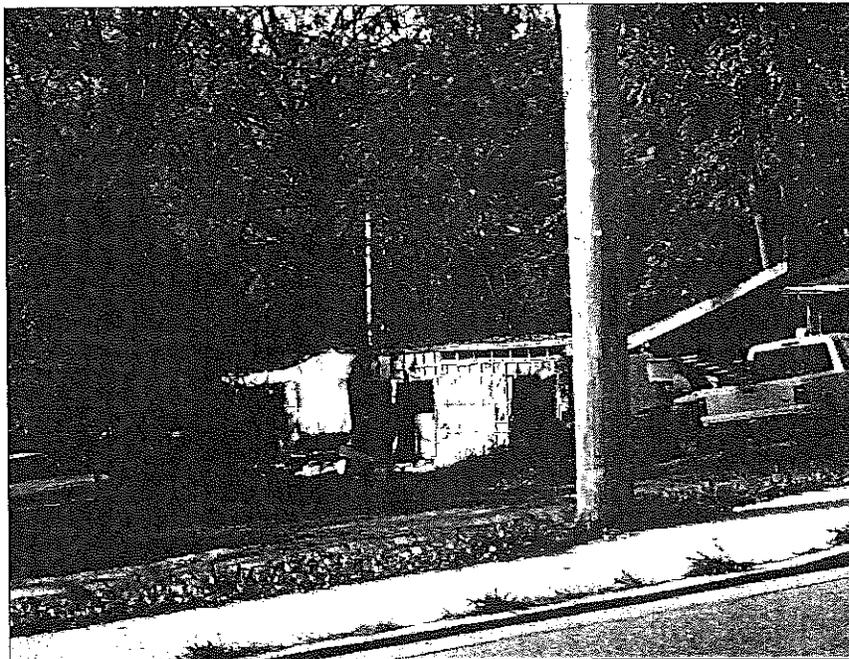
is considered an unsafe building.

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

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

**1028 E. Hillside Dr.
10 October 2012**





City of Bloomington
H.A.N.D.



**City of Bloomington
Housing and Neighborhood Development**

Board of Public Works

Meeting Date: 20 November 2012

Petition Type: Uphold Order to Remove Unsafe Structure

Address: 015-12 865-00 Broadview Lot 72; commonly known as 2504 ½ S. Milton Dr.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 23 August 2012 Investigated complaint of unsafe structure
 20 August 2012 Sent Order to Remove Unsafe Structure
 10 October 2012 Sent letter on procedure to request additional time to comply
 22 October 2012 Sent new Order to Remove with new deadline for completion.

HAND received a complaint regarding an unsafe structure at 2504½ S. Milton Dr. During a drive by inspection it was noted that a large tree had fallen on the mobile home on the back portion of this lot. This Order to Remove is for the mobile home known as 2504½ S. Milton Dr. only.

Deadline: 31 January 2012

Attachments: Photos, orders.





City of Bloomington
Housing and Neighborhood Development

16 October 2012

Penny Elaine
2504 S. Milton Dr.
Bloomington IN 47401

Re: Orders to Remove 2504½ S. Milton Dr.

Dear Penny Elaine

An Order to Remove the structure at 2504½ S. Milton Dr. was issued on 28 August 2012 with a deadline of 08 October 2012 for Removal. However, this Order was not presented to the Board of Public Works with a request to be upheld.

In order for the Order to Remove to be valid it is required to be upheld by the Board of Public Works. During a drive by inspection on 10 October 2012, it was noted that most of the tree has been removed, but the mobile home is still present. Therefore, a new Order to Remove has been issued and will be heard at the 20 November 2012 BPW meeting at 5:30pm in the Council Chambers of the Showers City Hall Building located at 401 N. Morton St., Bloomington, IN 47404.

The deadline for compliance will be 31 January 2013 in order to allow a reasonable amount of time for completion. If you feel more time is necessary, then a request of an Extension of time shall be submitted in writing. If you have any questions please call me at 349-3420.

Thank you,

Michael Arnold
Neighborhood Compliance Officer
City of Bloomington



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

22 October 2012

Penny Elaine
2504 S. Milton St.
Bloomington IN 47403

Re: 015-112865-00 Broadview Park Lot 72, commonly known as 2504½ S. Milton St.

Dear Penny Elaine,

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

You have until 31 January 2013 to remove the debris and structure known as 2504½ S. Milton St. from the property it shares with 2504 S. Milton St., Bloomington Indiana.

A hearing will be held on this matter on 20 November 2012 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

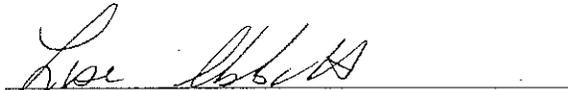
1. HAND may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. HAND may fulfill the obligations of the Order to Remove itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.

- 4. If any assessed costs remain unpaid, HAND shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

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

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

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



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

State of Indiana)
)SS:
 County of Monroe)

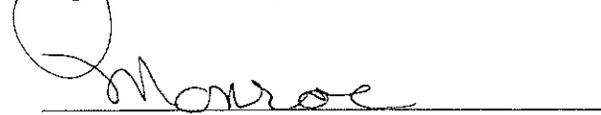
Subscribed and sworn to before me a Notary Public this 17th day of August 2012.



 Name of Notary Public



 Signature of Notary Public



 Notary Public's County of Residence

4/22/15
 Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **22 October 2012**

Person(s) NOV issued to: **Penny Elaine**

Date violation discovered: **23 August 2012**

Location/address of violation: **015-12865-00 Broadview Park Lot 72, commonly known as 2504½ S. Milton St.**

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

Inspector's Report

A complaint was received regarding damage or unsafe conditions at this address. The following is required to bring the structure into compliance:

1. The Monroe County Building Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order.
2. The structure known as 2504½ S Milton shall be removed as well as all debris and the tree that caused the damage.
3. HAND shall be notified when work is completed at this location

Relevant Code Citations

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

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

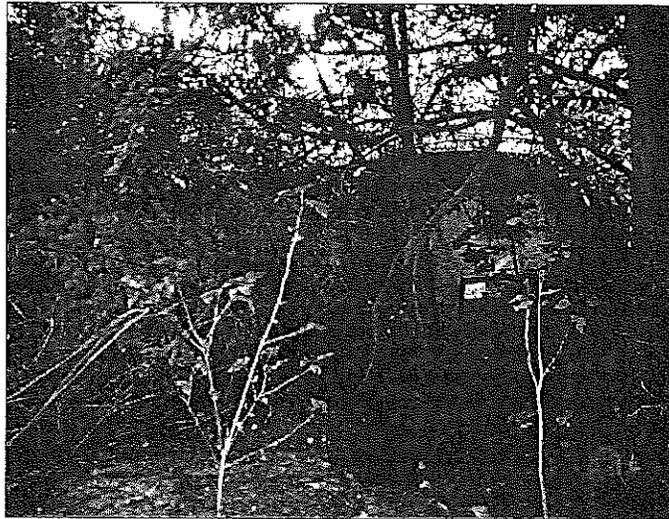
is considered an unsafe building.

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

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

2504½ S. Milton St.





Board of Public Works Staff Report

Project/Event: Hoosier Half Marathon and 5K

Petitioner/Representative: Indiana Running Company

Staff Representative: Miah

Meeting Date: November 20, 2012

Indiana Running Company has taken over the IU Mini Marathon from the IU Alumni Association and renamed it the Hoosier Half Marathon and 5K. They have scheduled next year's event for April 6, 2013.

The 2013 route makes some minor modifications over the 2012 race based on suggestions made by IUPD. Streets close at 5:00 a.m. and open back up as the runners go through and all streets should be back open by 1:00 p.m. 3,000 participants are expected for the event.

Indiana Running Company will make every effort to get notification out to businesses and neighborhoods in a timely manner and will distribute flyers and post signs as City staff requests.

BPD has issued a Parade Permit for this event pending BPW approval.

Staff supports the request.

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

RESOLUTION 2012-92
Indiana Running Company Hoosier Half Marathon & 5K

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

WHEREAS, the Indiana Running Company has requested use of city streets to conduct the Hoosier Half Marathon & 5K run; and

WHEREAS, the Indiana Running Company has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana Running Company, herein after "Sponsor", has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property as described on Attachment A of this resolution and has agreed to provide the City with a Certificate of Insurance which names the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the Hoosier Half Marathon and 5K run between the hours of 5:00 a.m. and 1 p.m., on Saturday, April 6, 2013. Attachment B of this resolution indicates the streets that may be utilized or are restricted in some way by this event.
- 2) The sponsors agree to be responsible for setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
- 3) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
- 4) The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 3:00 p.m., Saturday, April 6, 2013.
- 5) The sponsors shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Flyers should also be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 6) _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

AGREED TO THIS ____ DAY OF _____, 2012.

INDIANA RUNNING COMPANY

Signature

Printed Name

Position

**Attachment A
Board of Public Works
Resolution 2012-92**

**HOOSIER HALF MARATHON & 5K
RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, Indiana Running Company hereinafter referred to as "Releasor," is sponsoring the Hoosier Half Marathon & 5K Run on Saturday, April 6, 2013; and

WHEREAS, in connection with event, the Releasor seeks to use the public property of the City of Bloomington, specifically, streets as indicated on Attachment B of Board of Public Works Resolution 2012-, for the Hoosier Half Marathon & 5K; and

WHEREAS, the Releasor seeks permission by the City of Bloomington Board of Public Works to use the described property, and in partial consideration of such permission, agrees to execute this Release, Hold Harmless and Indemnification Agreement; and

NOW THEREFORE, in consideration of permission from the City of Bloomington Board of Public Works for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

Indiana Running Company

Signature

Date

Printed Name

Position

2013 Hoosier

HALF MARATHON & 5K
BLOOMINGTON, IN

PRESENTED BY **INDIANA RUNNING COMPANY**

April 6, 2013

hoosierhalf.com

Course Record 01:08:13

Traffic Control

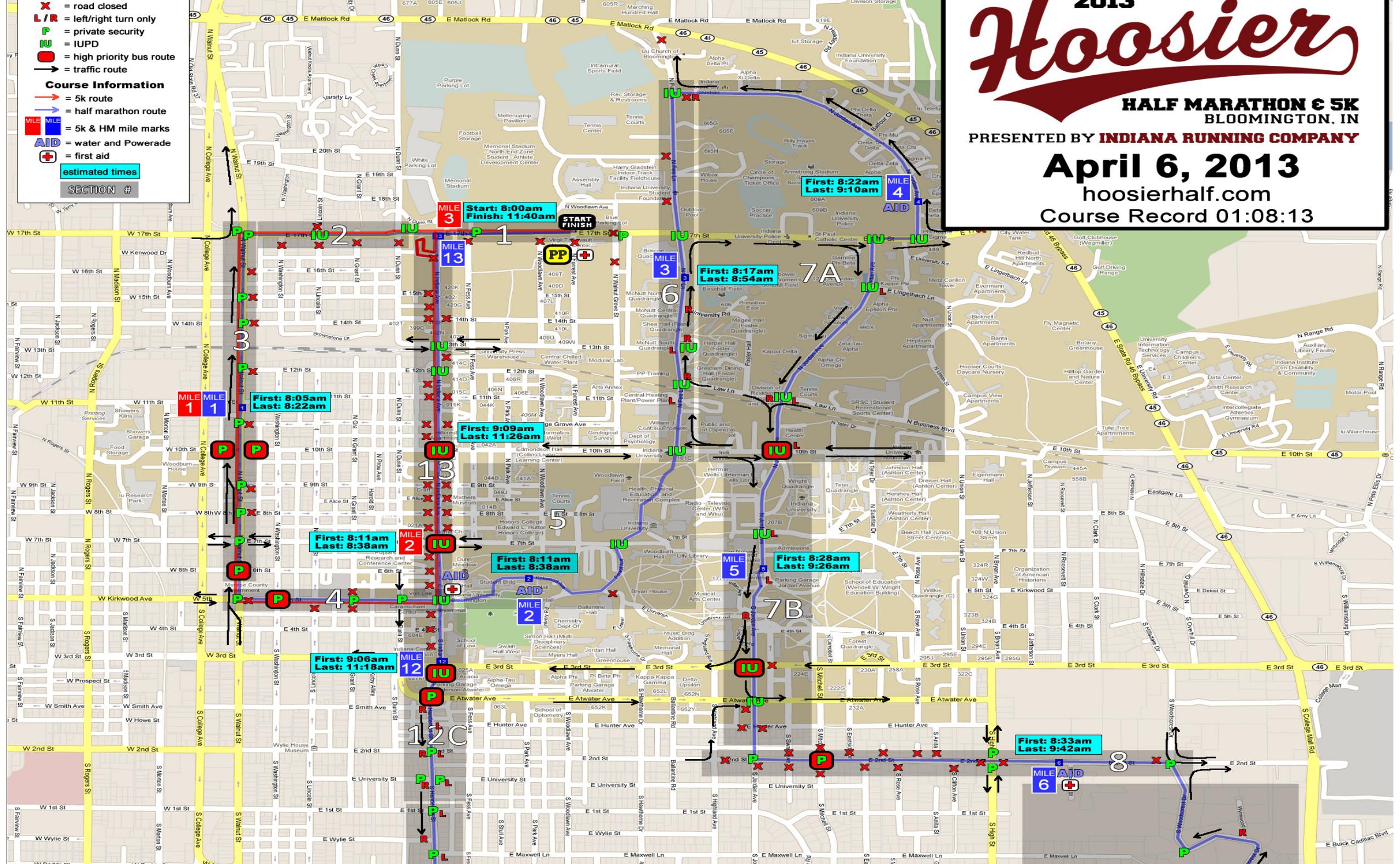
- X = road closed
- L/R = left/right turn only
- P = private security
- U = IUPD
- Ⓜ = high priority bus route
- = traffic route

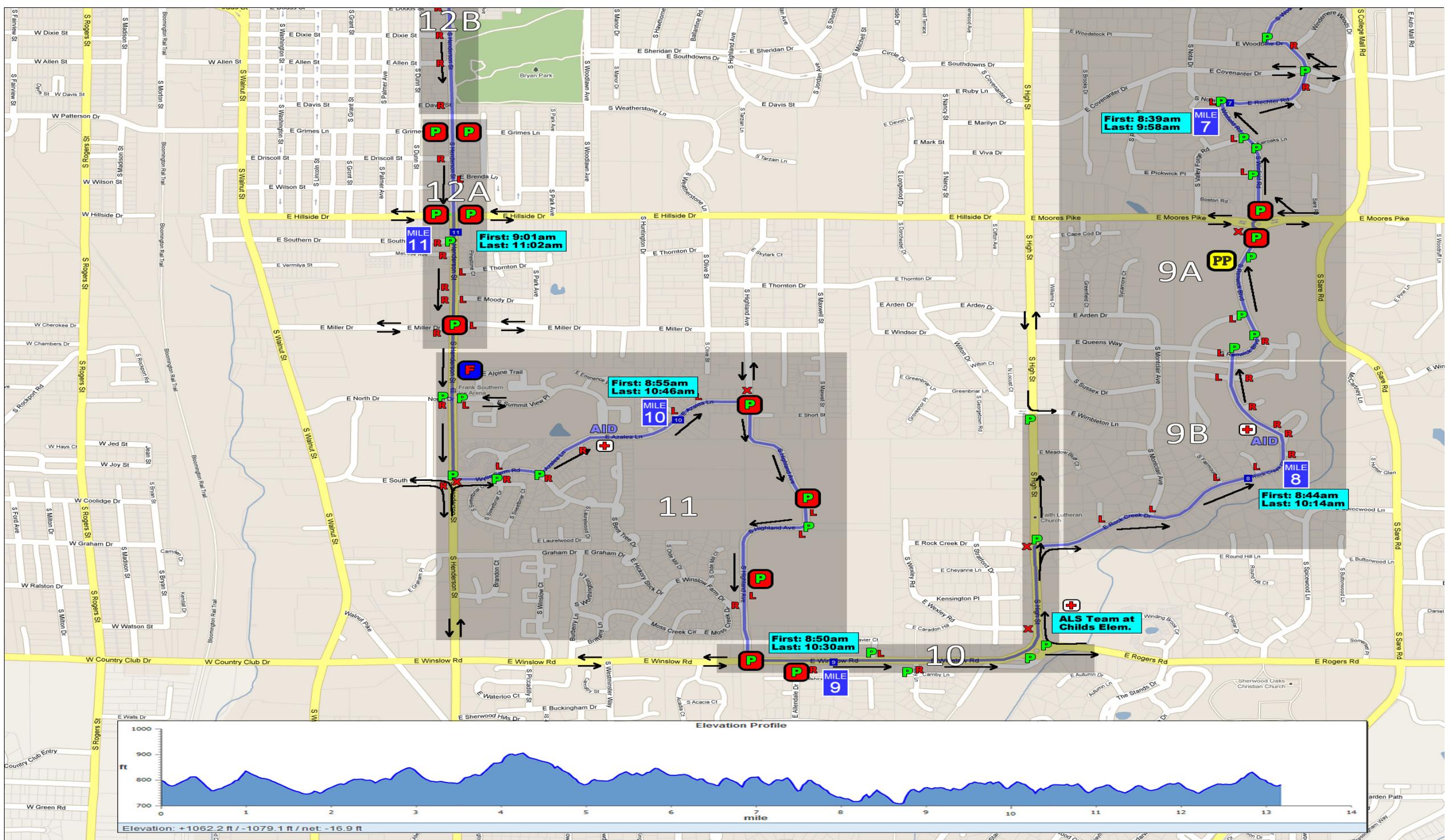
Course Information

- = 5k route
- = half marathon route
- MILE 1 MILE 2 = 5k & HM mile marks
- AID = water and Powerade
- ⊕ = first aid

estimated times

SECTION #





THIS IS THE MASTER COURSE MANAGEMENT PLANNING DOCUMENT

DOUBLE DUTY - VOLUNTEER	VOLUNTEERS			
AID STATION	VOLUNTEERS and EMS			
BUS ROUTE CROSSING SPECIAL ATTENTION	IUPD			
	Bruce Wilds Security			
	EMS			
Street Intersection	Volunteer or Staff	Time (reflects window of traffic interruption)	Section Leader	Runner Times First/Last
Section 1				
17th at Walnut Grove St	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 2 Entrance	Bruce Wilds Security	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
N Walnut Grove St at 14th	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
START/FINISH LINE HALF MARATHON & 5K	Indiana Running Company	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
FINISH LINE - DeVault Alumni Center	IU Health ALS Team	7:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
N Forrest Ave at 14th	Barricade/Road Closed	5:00 a.m. - 3:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
Woodlawn at 17th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 4 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
Woodlawn at 14th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
17th Street at N Fess Ave	Bruce Wilds Security	5:00 a.m. - 8:00 a.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
17th at Athletics Parking GATE 5 Entrance	Bruce Wilds Security	5:00 a.m. - 8:00 a.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Barricade/Road Closed	5:00 a.m. - 1:00 p.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
N Fess Ave at 17th Street	Bruce Wilds Security	5:00 a.m. - 8:00 a.m.	Section 1 -	7:45 a.m. - 11:30 a.m.
Section 2				
17th St. and Dunn	IUPD	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th at Athletics Parking GATE 6 Entrance	IUPD	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Dunnhill Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Woodington Courts Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Scholar's Rock Apts.	Volunteer	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Grant	Volunteer	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Lincoln	Bruce Wilds Security	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
17th St. and Washington	Volunteer	7:45 a.m. - 8:30 a.m.	Section 2 -	8:00 a.m. - 8:20 a.m.
Section 3				
Walnut and 17th St.	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 17th St.	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 16th St.	Volunteer	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 15th St.	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.

Walnut and 14th St.	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 12th St.	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 11th St. (Businesses)	Volunteer	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and Cottage Grove	Bruce Wilds Security	7:50 a.m. - 8:30 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 10th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 9th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 8th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 7th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Walnut and 6th St.	Bruce Wilds Security	7:55 a.m. - 8:40 a.m.	Section 3 -	8:01 a.m. - 8:30 a.m.
Section 4				
Kirkwood and Walnut	Bruce Wilds Security	8:00 a.m. - 8:40 a.m.	Section 4 -	8:06 a.m. - 8:40 a.m.
Kirkwood and Washington St.	Bruce Wilds Security	8:00 a.m. - 8:40 a.m.	Section 4 -	8:06 a.m. - 8:40 a.m.
Kirkwood and Lincoln St.	Volunteer	8:00 a.m. - 8:40 a.m.	Section 4 -	8:06 a.m. - 8:40 a.m.
Kirkwood and Grant St.	Bruce Wilds Security	8:00 a.m. - 8:40 a.m.	Section 4 -	8:06 a.m. - 8:40 a.m.
Kirkwood and Dunn St.	Bruce Wilds Security	8:00 a.m. - 8:40 a.m.	Section 4 -	8:06 a.m. - 8:40 a.m.
Kirkwood and Indiana Ave.	IUPD	8:00 a.m. - 11:40 a.m.	Section 4 -	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	8:00 a.m. - 11:40 a.m.	Section 4 -	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	Volunteer	8:00 a.m. - 11:40 a.m.	Section 4 -	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	EMS - OPTION E (MR10)	8:00 a.m. - 11:40 a.m.	Section 5 -	8:06 a.m. - 11:30 a.m.
Section 5				
Student Building/Clock Tower	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
Sun Dial/Circle Drive	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
Mile 2 AID Station - Water Only - at green awning Indiana Memeorial Union Southside entrance	Water Station Volunteer Leader	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
AID Station - Water Only	Volunteer	8:00 a.m. - 8:45 a.m.	Section 5 -	8:07 a.m. - 8:45 a.m.
University Rd. (in front of Chemistry)	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
University Rd. (Ballantine entrance)	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
Forrest Ave. 7th St. and University Rd.	IUPD	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.

University Rd. and Art Museum	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
University Rd. and Arboretum Entrance	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
University Rd. and Arboretum Entrance	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
Arboretum and Fee (Old Ticket Booth)	Volunteer	8:05 a.m. - 8:55 a.m.	Section 5 -	8:10 a.m. - 8:55 a.m.
Section 6				
10th and Fee	IUPD	8:10 a.m. - 9:00 a.m.	Section 6 -	8:12 a.m. - 8:55 a.m.
Fee Lane Business Garage Entrance	Volunteer	8:10 a.m. - 9:00 a.m.	Section 6 -	8:12 a.m. - 8:55 a.m.
Fee Lane & Law Lane	IUPD	8:10 a.m. - 9:00 a.m.	Section 6 -	8:12 a.m. - 8:55 a.m.
Fee Lane and 13th St.	IUPD	8:10 a.m. - 9:00 a.m.	Section 6 -	8:12 a.m. - 8:55 a.m.
Fee Lane (McNutt Driveway)	Volunteer	8:10 a.m. - 9:05 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane and University Rd. (Sembower Field)	Volunteer	8:10 a.m. - 9:05 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane (Briscoe Driveway)	Volunteer	8:10 a.m. - 9:05 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
17th at Fee	IUPD	8:10 a.m. - 9:05 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
17th closed at Walnut Grove - Gate 2 OPEN	Bruce Wilds Security		Section 1 -	
17th at Fee	Volunteer	8:10 a.m. - 9:10 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 14/Southside of Fieldhouse)	Volunteer	8:10 a.m. - 9:10 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 13/Northside of Fieldhouse)	Volunteer	8:10 a.m. - 9:10 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane (Gate 12/Northside of Fieldhouse)	Volunteer	8:10 a.m. - 9:10 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Fee Lane and N. Jordan Ext.	IUPD	8:10 a.m. - 9:10 a.m.	Section 6 -	8:15 a.m. - 8:58 a.m.
Section 7A				
N. Jordan and Circle Drive	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:19 a.m. - 9:05 a.m.
N. Jordan (Pi Kappa Phi)	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:19 a.m. - 9:05 a.m.
N. Jordan (Sigma Alpha Mu)	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:19 a.m. - 9:05 a.m.
N. Jordan and Balfour Ct.	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:19 a.m. - 9:05 a.m.
N. Jordan (Chi Omega) - 1414 N Jordan	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:19 a.m. - 9:05 a.m.
Mile 4 AID Station - Water and Powerade Located at bus stop in front of Kappa Sigma 1411 N. Jordan	Water Station Volunteer Leader	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
AID Station - Water and Powerade	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:10 a.m.
N. Jordan (Phi Kappa Sigma)	Volunteer	8:15 a.m. - 9:15 a.m.	Section 7A -	8:22 a.m. - 9:15 a.m.

AID Station - Water and Powerade	Volunteer	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
AID Station - Water and Powerade	Volunteer	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
AID Station - Water and Powerade	Volunteer	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
AID Station - Water and Powerade	Volunteer	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
AID Station - Binford Elementary	IC-EMS	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
2nd St. and Woodcrest	Bruce Wilds Security	8:25 a.m. - 10:00 a.m.	Section 8 -	8:31 a.m. - 9:50 a.m.
Section 9A - Bruce Wilds				
Woodcrest (Turn 1)	Bruce Wilds Security	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:34 a.m. - 9:50 a.m.
Woodcrest (Turn 2)	Volunteer	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:34 a.m. - 9:50 a.m.
Woodcrest (Turn 3)	Volunteer	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:34 a.m. - 9:50 a.m.
Woodcrest and Woodbine	Bruce Wilds Security	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:34 a.m. - 9:50 a.m.
Woodbine and Windemere	Volunteer	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:34 a.m. - 9:50 a.m.
Woodbine/Covenanter/Rechter	Bruce Wilds Security	8:30 a.m. - 10:00 a.m.	Section 9A - BWilds	8:35 a.m. - 9:58 a.m.
Rechter and Winfield	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:35 a.m. - 9:58 a.m.
Winfield and Valley Forge	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:39 a.m. - 10:05 a.m.
Winfield and Fair Oaks	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:39 a.m. - 10:05 a.m.
Winfield and Pickwick	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:39 a.m. - 10:05 a.m.
Winfield/Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:39 a.m. - 10:05 a.m.
Winfield /Moores Pike/Renwick Roundabout	Bruce Wilds Security	8:30 a.m. - 10:10 a.m.	Section 9A - BWilds	8:39 a.m. - 10:05 a.m.
Renwick and Cathcart St.	Bruce Wilds Security	8:30 a.m. - 10:15 a.m.	Section 9A - BWilds	8:40 a.m. - 10:10 a.m.
Renwick and Ramsey	Bruce Wilds Security	8:30 a.m. - 10:15 a.m.	Section 9A - BWilds	8:40 a.m. - 10:10 a.m.
Renwick and Seminary Dr.	Bruce Wilds Security	8:30 a.m. - 10:15 a.m.	Section 9A - BWilds	8:40 a.m. - 10:10 a.m.
Renwick/Queens Way/Hawksmoore Dr.	Bruce Wilds Security	8:30 a.m. - 10:15 a.m.	Section 9A - BWilds	8:41 a.m. - 10:10 a.m.
Section 9B				
Hawksmoore Dr. and Nora Hill	Volunteer	8:30 a.m. - 10:25 a.m.	Section 9B -	8:41 a.m. - 10:15 a.m.
Hawksmoore Dr./Rock Creek/Melville Circle	Volunteer	8:30 a.m. - 10:25 a.m.	Section 9B -	8:41 a.m. - 10:15 a.m.
Mile 8 AID Station - Water and Powerade	Water Station Volunteer Leader	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
AID Station - Water and Powerade	Volunteer	8:30 a.m. - 10:30 a.m.	Section 9B -	8:44 a.m. - 10:15 a.m.
Rock Creek and Bellhaven	Volunteer	8:30 a.m. - 10:35 a.m.	Section 9B -	8:44 a.m. - 10:25 a.m.
Rock Creek and Fairmount Ct.	Volunteer	8:30 a.m. - 10:35 a.m.	Section 9B -	8:44 a.m. - 10:25 a.m.

Mile 10 AID Station	IC-EMS	8:40 a.m. - 11:00 a.m.	Section 11 -	8:55 a.m. - 10:46 a.m.
Azalea and Summerwood Ct.	Volunteer	8:45 a.m. - 11:10 a.m.	Section 11 -	8:55 a.m. - 10:55 a.m.
Azalea and Wylie Farm Road	Bruce Wilds Security	8:45 a.m. - 11:10 a.m.	Section 11 -	8:55 a.m. - 10:55 a.m.
Wylie Farm Rd. and Bayberry Dr.	Bruce Wilds Security	8:45 a.m. - 11:10 a.m.	Section 11 -	8:55 a.m. - 10:55 a.m.
Wylie Farm Rd./Henderson/South Dr.	Bruce Wilds Security	8:45 a.m. - 11:10 a.m.	Section 11 -	8:55 a.m. - 10:55 a.m.
Henderson St. and North Dr.	Bruce Wilds Security	8:45 a.m. - 11:10 a.m.	Section 11 -	8:55 a.m. - 10:55 a.m.
Section 12A				
Henderson St. and Summit View Apts.	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Miller Dr.	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Moody	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Thornton	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Black Lumber	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Melrose Apts.	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Southern Ave.	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Hillside Dr.	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Brenda Lane	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Driscoll St.	Volunteer	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Henderson St. and Grimes	Bruce Wilds Security	8:45 a.m. - 11:15 a.m.	Section 12A -	8:59 a.m. - 11:05 a.m.
Section 12B				
Henderson St. and Davis	Volunteer	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. Bryan Park (Parking Lot)	Volunteer	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. and Dixie (Bryan Park) Pkg Lot	Volunteer	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. and Dodds	Volunteer	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. and Maxwell	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. and Wylie	Volunteer	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Henderson St. and 1st St.	Bruce Wilds Security	8:50 a.m. - 11:25 a.m.	Section 12B -	9:01 a.m. - 11:15 a.m.
Section 12C				
Henderson St. and University St.	Bruce Wilds Security	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Henderson St. and University St.	Bruce Wilds Security	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Henderson St. and 2nd St.	Bruce Wilds Security	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Henderson St. and Hunter Ave.	Volunteer	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Henderson St. and Smith Ave.	Volunteer	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Henderson St./Atwater Ave./Indiana Ave.	Bruce Wilds Security	8:50 a.m. - 11:30 a.m.	Section 12C -	9:02 a.m. - 11:25 a.m.
Section 13				

Indiana Ave. and 3rd St.	IUPD	8:50 a.m. - 11:30 a.m.	Section 13 -	9:02 a.m. - 11:25 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	8:50 a.m. - 11:30 a.m.	Section 13 -	9:02 a.m. - 11:25 a.m.
Indiana Ave. and 4th St.	Volunteer	8:50 a.m. - 11:30 a.m.	Section 13 -	9:02 a.m. - 11:25 a.m.
Indiana Ave. and Alley next to Starbucks	Volunteer	8:50 a.m. - 11:30 a.m.	Section 13 -	9:02 a.m. - 11:25 a.m.
Indiana Ave. and Kirkwood	IUPD	8:00 a.m. - 11:40 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Sample Gates/Kirkwood and Indiana Ave.	EMS - OPTION E (MR10)	8:00 a.m. - 11:40 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Von Lee Parking Lot	Volunteer	8:00 a.m. - 11:40 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 6th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Mile 12 AID Station - Water and Powerade	Water Station Volunteer Leader	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
AID Station - Water and Powerade	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 7th St.	IUPD	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Parking lot Alley	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 8th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 9th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 10th St.	IUPD	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Hillcrest Apartments lot	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Cottage Grove	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 11th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 12th St.	IUPD	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 13th St.	IUPD	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 14th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and Alley	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and 15th St.	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Entrance (5K Route)	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
IUCU Drive Through (5K Route)	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
Indiana Ave. and IUCU Exit (5K Route)	Volunteer	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.
17th and Indiana Ave. blocking 17th	IUPD	8:00 a.m. - 11:45 a.m.	Section 13 -	8:06 a.m. - 11:30 a.m.

City of Bloomington

PARADE RACE PERMIT APPLICATION

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

Organization name and mailing address:

Indiana Running Company

Hoosier Half Marathon and 5K

121 N. College Ave., Bloomington, IN 47404

Contact person and phone number:

Bill Bartley

Owner, Indiana Running Company

bill@inrunco.com

Office: (812) 822-0327

Mobile: (317) 340-7506 (best way to contact me)

Information regarding proposed ~~parade~~ race:

Date: Saturday, April 6, 2013

Time of commencement: The Half Marathon and 5K begins at 8:00a.m.

Expected duration: The Half Marathon will last for 3.5 hours and the 5K will last for 1 hour. These events are run simultaneously. The course traffic controls are rolled up following the last participants

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

17th St (Starting Point will be hear the DeVault Alumni Center) heading West

Walnut St. heading South

Kirkwood Ave. heading East

KirkwoodAve (campus) heading East

Forest Avenue (campus) heading North

Fee Lane heading North to Jordan Ave. Extension

Jordan Ave. Extension and Jordan Ave. heading South

2nd St. heading East

Woodcrest-Woodbine-Rechter-Winfield Streets/Neighborhoods heading South/Southeast

Renwick-Rock Creek Streets/Neighborhoods heading South/Southeast

High St. heading South

Winslow Rd.heading West

Highland Ave. heading North

Azalea-Wylie Farm Streets/ Neighborhoods heading West

Henderson St./Indiana Ave. heading North

17th St. (Ending Point, near DeVault Alumni Center) heading East

Expected number of participants: 3,000 participants total.

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

Head: Race Director Car, Police Car and/or Motorcycle escort

3,000 runners/walkers (5K participants following the half marathon)

AID stations every even mile along with both courses (restrooms/water stations)

Entertainment areas (spirit groups)

Some full and partial street closings (please see attached memo)

Tail End: Police Car, EMT, traffic control cleanup

Post Race Activities: Area behind DeVault Alumni Center (1000 E. 17th Street, Bloomington, IN. 47408)

Traffic control shall be supplied by Indiana University Police Department, Bruce Wilds Security, and general public volunteers.

At the following points on the parade route:

Traffic control:

E 17th St. (N Lincoln St. to Walnut St. intersection)

N Walnut St. (E. 17th St. to W 10th St.)

E. 7th St and N. Walnut intersection

W 5th St. and S. Walnut St. intersection

E. 5th St. and N. Grant St. intersection

E. Kirkwood Avenue and N. Indiana Ave. intersection

E. 10th St. and N. Fee Lane intersection

E. 17th St. and N. Fee Lane intersection

N. Fee Lane and Jordan Ave. Ext. intersection

Jordan Ave. Ext. and Balfour Court intersection

E. 17th St. and Jordan Ave. intersection

Jordan Ave. and E. Lingelbach, E. 10th St., E. 3rd St. and Atwater Ave. intersections

E. 2nd St. and S. High St& S. Woodcrest Dr. intersections

S. Woodcrest Dr. and Woodbine Dr. intersection

Woodbine Dr. and E. Covenanter Dr. intersection

E. Rechter Rd. and S. Nota Dr./Winfield Rd. intersection

Winfield Rd. at the intersections of S. Valley Forge Rd., Fairbanks Ln. and Pickwick Place

Winfield Rd. and E. Moores Pike/Renwick Dr. roundabout

E. Renwick Drive (multiple neighborhood intersections)

E. Rock Creek Dr. (multiple neighborhood intersections)

E. Rock Creek Dr. and High St. intersection

S. High St. and E. Rogers/Winslow Rd. roundabout

Winslow Rd. and Abby Ln., S. Xavier Ct., Allendale Dr. and S. Highland Ave. intersections

S. Highland Ave. and YMCA entrance, E. Azalea Ln. intersections

S. Azalea Ln. and Wylie Farm Rd. intersection

Wylie Farm Rd. and S. Bayberry Dr. and S. Henderson St. intersections

S. Henderson St. and South Dr., North Dr., E. Miller Dr., E. Hillside Dr., E. 1st St., Atwater Ave. and E. 3rd St. intersections

N. Indiana Ave. and E. 7th St., 10th St., 12th St. and 13th St. intersections

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control: Indiana University Police Department, Bruce Wilds Security, and general public volunteers.

Confirmation received from Law Enforcement agency providing parade route traffic control:

Signature of person requesting Permit *Birba* Date 11/2/12

Permit Granted or Permit Denied

Chief of Police, Bloomington, Indiana *[Signature]* Date 11/2/12

Action taken by Police Department:

The permit is granted ✓, with the following conditions:

B Pending Board of Public Works approval

The permit is denied

For the following reasons:



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Matt Davis – Big Matt’s Lunchbox

Staff Representative: Miah

Meeting Date: November 20, 2012

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

The business will operate from a food cart or trailer.

This application is for six months.

Staff is supportive of the request.

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

RESOLUTION 2012-93
Itinerant Merchant Food Vendor in Public Right of Way
Matt Davis, DBA Big Matt's Lunchbox

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City. _____, 2012 thru _____ 2013.

The following conditions attach to this approval:

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

- g) Strawberry Festival;
 - h) Canopy of Lights;
 - i) Fourth of July Parade; and
 - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
 12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
 13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

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

ADOPTED THIS _____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2012-93 ARE ACCEPTABLE AND AGREED TO FOR VENDOR:

Matt Davis, DBA Big Matt's Lunchbox

Date: _____



**Itinerant Merchant, Solicitor and Peddler License
Application Checklist**

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

Applicant Information

Name:	Matt Davis		
Title:		Date of Birth:	May 9, 1971
Physical Address:	3901 Woods Edge Bend		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	mattdavis@poyntersheetmetal.com		
Phone Number:	812-287-1503	Mobile Phone:	same

Corporate Contact Information

Name of Employer:	NA				
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please Choose:	Firm	Limited Liability Corporation	Corporation	Partnership	Sole Proprietor

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

Length of Permit:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please Choose:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
Price:	\$15	\$40	\$75	\$125	\$175	\$240

You Must Obtain the Following:

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	Matt Davis
Signature:	
Date Release Signed:	11-14-12

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

BIG MATT'S LUNCHBOX
3901 WOODS EDGE BEND
BLOOMINGTON, IN 47401

MORILLE

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

Issued NOV 13 2012

By *Monroe Co Health Dept*

2012

Expires 1/31/13

This License Is Not Transferable to Another Individual or Location

Receipt

**MONROE COUNTY
HEALTH DEPARTMENT**



Receipt Number: 41921

BLOOMINGTON, IN 11/13/2012

RECEIVED FROM: Big Matt's Lunchbox

THE SUM OF: \$200.00

LATE FEE(If applicable): \$0.00

TOTAL RECEIVED: \$200.00

ON ACCOUNT OF: Food Service License

COMMENT: Mobile Food Permit & Plan Review Fee

Payment Type:

Cash

*Check Number
if applicable*

AB

AUTHORIZED SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2012

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

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

PRODUCER BOWDEN INSURANCE LLC 923 5TH STREET BEDFORD, INDIANA 47421	1-812-279-1766	CONTACT NAME: PHONE (A/C, No, Ext): 1-812-279-1766 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED BIG MATT'S LUNCH BOX 3901 WOOD EDGE BEND BLOOMINGTON, INDIANA 47401	INSURER(S) AFFORDING COVERAGE INSURER A : SCOTTSDALE INSURANCE CO. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ON BINDER	11/13/12	11/13/13	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 1,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement-Pocket Park at 6th & Lincoln

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: November 20, 2012

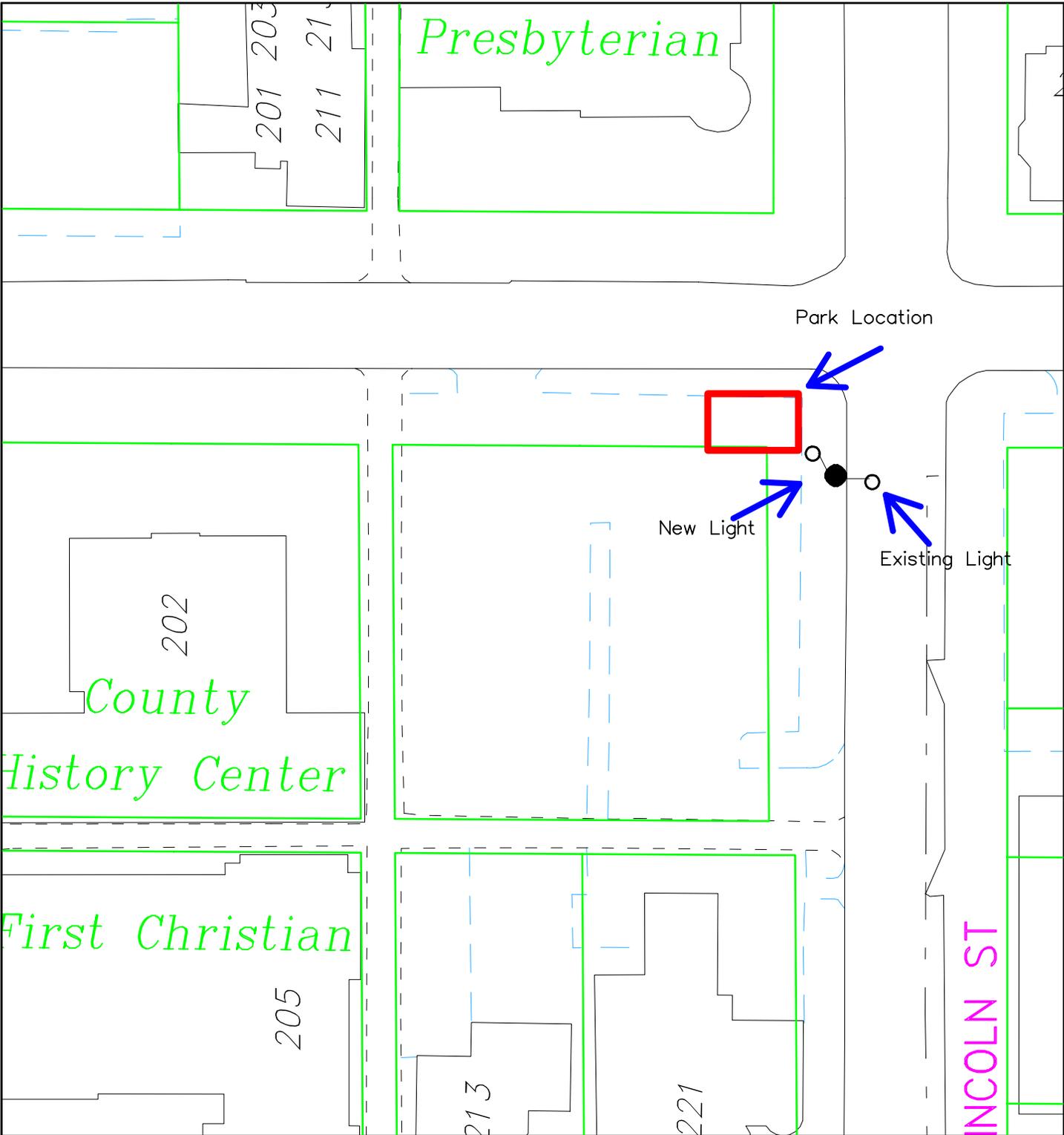
On May 22, 2012, the Board authorized the Old Northeast Neighborhood Association to improve the right of way at 6th & Lincoln. The Association applied for and received a Neighborhood Improvement Grant through the HAND Department to renovate the southwest corner of the intersection. The renovations will include the removal of existing asphalt surface and installation of new brick pavers, lighting, limestone seating, landscaping, and informational signage.

In regards to the lighting component, the grant will pay for the equipment costs and the City will pay for the monthly energy and maintenance costs in the amount of \$4.51. The lighting plan consists of one (1) 100 watt fully shielded cobrahead fixture.

There is an existing wooden pole on the southwest corner with a cobrahead fixture illuminating Lincoln Street. The new fixture will be placed on the back side of this pole in order to illuminate the park area.

Staff supports the public improvements planned for this location and recommends approval of the service agreement.

Recommend **Approval by Christina Smith**



Park Location

New Light

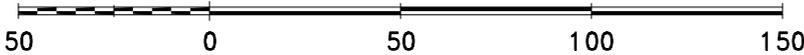
Existing Light

202
County
History Center

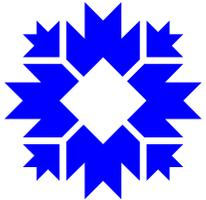
205
First Christian

INCOLN ST

By: smithc
16 Nov 12



City of Bloomington
Public Works



Scale: 1" = 50'

For reference only; map information NOT warranted.

Agreement Information	Energy and Maintenance			BL-3466371		10/15/2012
	Agreement Coverage			Agreement Number		Current Date
59103770	124374	75115	S450	V742	OLE12IN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	City of Bloomington			
Service Location or Subdivision				
Service Address	E 6th St			
Service Address				
Service City, State, Zipcode	Bloomington	IN	47408	
Mailing Name				Third Party Participant - One Time Payment
Mailing Business Name				
Mailing Address	PO Box 100			
Mailing Address				
Mailing City, State, Zipcode	Bloomington	IN	47402	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

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

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATE D LINE TOTAL
1	Cobrahead, 100W HPS Flat(50108504)	100	HPS	0.1230	492	\$1.86	\$2.65	1	\$4.51
MONTHLY TOTALS								1	\$4.51

Lamp Source - MH = Metal Halide, HPS = High Pressure

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

<p style="text-align: center;">Duke Energy Representative</p> <p>Signature <u></u></p> <p>Printed Name <u>JACK D. URRUTIA</u></p> <p>Date <u>10/15/2012</u></p>	<p>AND</p>	<p style="text-align: center;">Customer / Representative</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Date _____</p>
--	-------------------	--

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.



Board of Public Works Staff Report

Project/Event: Park Avenue Brick Street Rehabilitation
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 11/20/2012

Report:

The City received a TE grant from the MPO to replace the brick in North Park Avenue between 7th & 8th Streets. Because of the funding source, the project must follow the INDOT process, including the requisite environmental review. On a normal project, this might require a Level 1 or 2 Categorical Exclusion. In this instance, the street itself is a contributor to the University Courts Historical District. As a result, the level of environmental process necessary to execute the project escalates beyond that of typical project. We are requesting the Board's approval of a design services contract with Eagle Ridge Civil Engineering Services to conduct design and environmental services in the amount of \$52,265.

Recommendation and Supporting Justification: Staff recommends approval of design services contract.

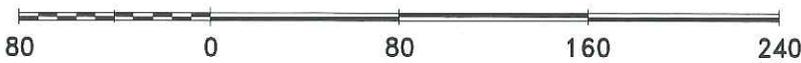
Recommend Approval Denial by

A handwritten signature in black ink, appearing to read "Adrian Reid", written over a horizontal line.



University Courts
 Brick Street Rehabilitation

By: reida
 15 Nov 12



For reference only; map information NOT warranted.



City of Bloomington
 Engineering



Scale: 1" = 80'

PROJECT FEE ESTIMATE - FEDERAL AID PROJECT
PARK AVENUE BRICK PAVEMENT REPLACEMENT

#	TASK	Hourly Rate>	PROJECT TEAM HOURS			Subconsultant Fees At 5% MU	Reimbursable Expenses At Cost	Totals
			Senior Civil Engineer	Project Engineer	CADD Technician			
PRELIMINARY ENGINEERING TASKS								
							\$29,170	
	Prepare Area Map and Early Agency Coord Letters		8				\$40	\$920
	Upload City provided maps and Plans, Set up Plans		3		12			\$930
	Site Recon. Mapping Review, Pictures, Invntry Misc Features		8		4		\$100	\$1,180
	Early Utility Coordination / Reconcile Utility Data to mapping		4				\$20	\$460
	Coordination with City DPW for Traffic Mgmt Plan		2					\$220
	Other Local Coordination		16				\$100	\$1,860
	Environmental Coordination & Study Report (assume CE)		48					\$5,280
	Historian and Archaeology Services					\$12,887		\$13,531
	Geotechnical Investigation / Report					\$4,561		\$4,789
DESIGN TASKS								
								\$10,825
	Title / Index / General Notes Sheets		4		6			\$740
	Typical Cross Sections and Pavement Design		8		10	\$1,500		\$2,955
	Maintenance of Traffic and Erosion Control							
	Access plans, Construction phasing		6		10			\$1,160
	Erosion Control Design		2		2			\$320
	Plan and Profiles							
	Road Design		4		8			\$840
	Curb or Crown Elevations or Grading Plan as applicable		6		6			\$960
	Roadside (ADA Ramps, Sodding)Design		2		2			\$320
	Drive and Approach Design		4		2			\$540
	Drainage Design							
	Inlet and Casting Adjustments		2		1			\$270
	Underdrain Tables and Design		4		3			\$590
	Miscellaneous Summary of Quantities		5		2			\$650
	Road Summary of Quantities		4		2			\$540
	Road Plan Plotting and Distributions		4		4		\$300	\$940
DESIGN SUPPORT TASKS								
								\$8,700
	Abbreviated Engineer's Report		4					\$440
	Cost Estimate in CES with PDF output		5					\$550
	Special Provisions		6					\$660
	Proprietary Material Coordination		8					\$880
	Field Check / Utility Coordination Meeting		10					\$1,400
	Coordination meetings with DPW (assume 3)		15		2		\$300	\$1,930
	Public Meeting (assume 1 meetings, at 60%)		10		2		\$100	\$1,300
	Stakeholder Meetings (up to 2)		12		2		\$120	\$1,540
BIDDING AND CONSTRUCTION SUPPORT TASKS								
								\$2,250
	Addendum Assistance		4		2			\$540
	Preconstruction Meeting		5				\$60	\$610
	Construction Support by Designer		8		2		\$120	\$1,100
	On-Site Construction Inspection		Not Included			Supplement Req'd		\$0
PROJECT ADMINISTRATION AND MANAGEMENT TASKS								
								\$1,320
	Manage / Review Subconsultants		4					\$440
	Prepare Project Workplan		4					\$440
	Invoicing / Status Reports		2					\$220
	Project Accounting Setup and Control		2					\$220
Total Hours:			243	0	84	\$18,948	\$1,440	TOTAL
Fee by Classification:			\$26,730	\$0	\$4,200	\$19,895	\$1,440	\$52,265



Breakdown by Team Member:		Proposal Breakdown by Services:	
Eagle Ridge Civil Engineering	\$33,317	Soils Report (by Earth Exploration)	\$4,789
Earth Exploration	\$6,061	Section 106 Coord (by Weintraut)	\$13,531
Weintraut & Associates	\$12,887	Environmental Report	\$5,280
		Road Design	\$24,840
		Pavement Design (by Earth Exploration)	\$1,575
		Bidding and CRS	\$2,250
		Construction Inspection	\$0
		TOTAL:	\$52,265

PROJECT NAME: Park Avenue Brick Replacement, 7th Street to 8th Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **improve Park Avenue between 7th and 8th Street including the replacement of the existing brick pavement, and;**

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including coordination, design, historic and geotechnical investigations, and to prepare the environmental study, plans, specifications, and cost estimates**, which shall be hereinafter referred to as "the Services", and;

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

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: Fifty Two Thousand, Two Hundred Sixty Five Dollars (\$ 52,265).

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

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

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

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

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

a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Eagle Ridge Civil Engineering Services, LLC

By:

Charlotte Zietlow
President

Brock Ridgway, P.E.
Managing Member

By:

Mark Kruzan,
Mayor

EXHIBIT "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of CONSULTANT to complete the design of the brick pavement replacement on Park Avenue for the City.

Tasks to be performed by Eagle Ridge are identified by bullets (◆), the responsibilities of CITY are designated by statements beginning with "CITY".

SCOPE OF SERVICES

The work elements are grouped into the following phases:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support Tasks
- Bidding Support Tasks
- Project Administration and Management Tasks

PRELIMINARY ENGINEERING TASKS

Use of City-Provided Plans or GIS Mapping, and City-Provided Grade Shots

CITY Provide Consultant digital files of any current plans and also GIS mapping of the project area. Provide GIS mapping that includes edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

CITY Provide vicinity mapping from the GIS mapping, generally described as a two-block radius of the proposed work limits.

CITY Provide grade shots on the existing sidewalks, curb, gutter and roadway centerline at approximately 50' intervals to support development of a grading plan. Set an elevation control on a permanent feature in the project limits.

It is assumed that any plans will be prepared on this City-provided mapping and that the City can also provide sufficient grade shots of existing road, curb and sidewalk features to support development of a grading plan for the construction plans.

Geotechnical Investigations

- ◆ Conduct coordination and permitting activities as necessary to gain City approval to conduct

geotechnical investigations in City right-of-way and streets. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.

- ◆ Conduct geotechnical investigations to identify potential problems with in-situ soils. Fieldwork shall include the following: Perform borings at 2 locations to collect in-place soil samples for testing. Sample soil in accordance with typical INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per City requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Provide distances to fixed features for each.
- ◆ Prepare Soils Report following INDOT standards. Provide an analysis of the soils use as a roadway subbase. Provide recommendation for use of underdrains.
- ◆ Submit report to INDOT's Division of Materials and Tests and include in the project manual. Revise report if necessary to gain approval from INDOT.

Site Reconnaissance

- ◆ Conduct site walkthrough of the project. Review the mapping provided by the CITY.
- ◆ Compile a photographic record of the project site to assist in the design and environmental document.
- ◆ Inventory inlets, valves, castings and other miscellaneous features that may be impacted by the project. Review existing drainage patterns.

City/ Local Coordination

- ◆ Send early coordination to local officials who may have comments about the project including City Council members, HAND, and others as directed by CITY.
- ◆ Contact Monroe County Schools and request comments about road restrictions which may affect the schools bussing system.
- ◆ Coordinate with the City DPW about maintenance of traffic concepts.

Utility Coordination

- ◆ Coordinate with utilities including sewer, water, gas, electric, cable television, and telephone.
- ◆ In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- ◆ Compare utility-provided information with mapping data.

- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities where possible while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ Send Utilities a copy of the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting.
- ◆ Request verification of their facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT's Utility Coordination procedures.
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Plans as appropriate.

Environmental Study

- ◆ Prepare an Environmental Study in accordance with INDOT and FHWA requirements. *The level of effort is expected to fall within a Categorical Exclusion (CE) Level 2. For all types of environmental coordination except for Section 106, it is expected to qualify for a CE Level 1.*
- ◆ Prepare an Early Coordination Letter for agencies as they appear in INDOT's Procedural Manual for Preparing Environmental Studies.
- ◆ Prepare an Early Coordination Letter for "consulting parties" pursuant to Historic Preservation and the Section 106 coordination process
- ◆ Conduct Section 106 Historical Coordination in conjunction with the Environmental Study effort. *FHWA and SHPO require that Section 106 Coordination must be performed by a "certified" professional, in this case, a State Certified Historian. This proposal includes the services of a historian, and assumes that the eventual finding for this project will be an "Adverse Effect" since the brick pavement is a known historic resource. This level of effort includes Historic Resource Survey, Photography, Report, and Consultation with the SHPO. It also includes a Consulting Party meeting, the preparation of a Memorandum of Agreement, and Section 800.11(f) documentation.*
- ◆ Conduct archaeological survey of the project area per INDOT requirements. Utilizing a certified professional, prepare an archaeological resource report in accordance with FHWA/SHPO and INDOT CRS procedures. Submit report and request approval by INDOT/SHPO as needed. *Please note that this proposal assumes no archaeological resources will be found. Services would need to be supplemented in the event that resources are found.*
- ◆ Prepare Categorical Exclusion forms and appendices per the Indiana Categorical Exclusion Manual.
- ◆ Submit documentation to INDOT's Environmental Scoping Manager at Seymour District for review and further processing.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Maps 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 1 sheet
 - Maintenance of Traffic / Erosion Control 1 sheet
 - Plan and Profiles 2 sheets
 - Underdrain Table 1 sheet
 - Miscellaneous Quantity Table 1 sheet
 - Road/Pavement Summary of Quantities 1 sheet
 - Estimated Total Sheets 9 Sheets**

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

Milestone Submittals

- ◆ If Design Exceptions are required, submit plans for INDOT review at the Stage 1. Otherwise, bypass Stage 1 submittal.
- ◆ Prepare plans for Stage 2 submittal and use for both review and Field Check purposes. Submit plans for CITY review at Stage 2. Also submit to INDOT as Field Check Plans and as Stage 2 Plans only if required.
- ◆ Send Plans to required parties for field check, Conduct Field Check and Publish Meeting Minutes.
- ◆ Submit Stage 3 (95%) Plans to CITY and INDOT for review.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to CITY and INDOT for review and processing.

Road and General Design

- ◆ Perform Road Design in accordance with accepted INDOT procedures. *Work limits are assumed to be within and including the existing curbs and curb ramps.*
- ◆ Verify there are no Level 1 Design Exceptions (*none are anticipated, and would slow the project if present*)

Plan & Profiles Sheets

- ◆ Prepare Plan and Profiles Sheets for the project area. Provide proposed grade for road crown or curb/gutter as applicable.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, INDOT and City designated numbers and descriptions, a project location map, and signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Maintenance of Traffic and Erosion Control Design

- ◆ Through coordination with City and INDOT representatives, determine maintenance of traffic scheme for the project and provide details or notes in plans.
- ◆ Prepare sheet showing the maintenance of traffic scheme for the project. Project phasing and temporary signs will be presented on these plans.
- ◆ Show temporary erosion control measures on these sheets.

Typical Cross Sections & Pavement Design

- ◆ Prepare Pavement Designs for approval by INDOT in accordance with INDOT procedures. Anticipated pavement sections include a new full depth brick pavement on a concrete base and may include both new and existing bricks.
- ◆ Prepare Typical Cross Section details to describe the pavement.
- ◆ Prepare details for curb, gutter and underdrain details as needed

CITY Provide existing traffic counts and estimated growth rates for use on title sheet and in pavement design as required.

CITY Provide guidance on desired brick patterns, with due consideration for requirements from the Section 106 process.

Drainage Design / Underdrain Table

No drainage design is anticipated since the intent is to use existing inlets which will be adjusted to grade.

- ◆ Prepare Underdrain Table if part of approved pavement design.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work if needed to clarify requirements.

Road Summary of Quantities

- ◆ Provide tables that summarize paving work on the project. Pavements shall be in accordance with the approved Pavement Design, along with applicable INDOT and City Road Standards.

DESIGN SUPPORT TASKS

Special Provisions

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

Proprietary Materials Approval

- ◆ Apply for permission from INDOT to use a specific brick in the project as selected by the City in coordination with the Neighborhood and the Section 106 process.

Abbreviated Engineer's Report

- ◆ Prepare an Abbreviated Engineer's Report to accompany the design submittal to INDOT per INDOT procedures.

Project Meetings, Field Check, and Public Meeting

- ◆ Attend up to three plan review and coordination meetings with DPW during the project.
- ◆ Schedule, conduct and prepare minutes for a combined Field Check and Utility coordination meeting.
- ◆ Conduct meetings with stakeholders (for example: Neighborhood Association, Consulting Parties) and others as directed by CITY. *(Note that only two of these meetings are assumed)*
- ◆ Prepare and Conduct one Public Meeting. *A full public hearing is not expected to be required, though the opportunity for one will be advertised. A full Public Hearing would require an adjustment to this scope and fee proposal, and the City would likely wish to support this effort (collection of transcripts, etc. with their own resources to save money).*

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

CITY Assist in the planning and scheduling of interest group meetings.

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

Quantity and Cost Estimates

- ◆ Prepare cost estimate for use in Bid evaluation. Prepare cost estimates in INDOT's CES software.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.

- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.

BIDDING SUPPORT TASKS

- ◆ Respond to questions from bidders. Prepare documentation for inclusion in an Addendum (by INDOT) if necessary.

INDOT Publish advertisement to bidders, receive, open and process bid packages.

- ◆ Attend Preconstruction Meeting.

PROJECT ADMINISTRATION AND MANAGEMENT TASKS

- ◆ Perform coordination and management tasks.
- ◆ Input project into accounting software for invoicing and job cost tracking purposes.
- ◆ Implement a Quality Control Review plan to review the plans at key milestones.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Prepare Invoices to CITY to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to CITY.
- ◆ Develop Project Work Plan and maintain / revise as needed for life of the project.

ASSUMPTIONS:

Environmental Hazards

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

Right of Way Engineering

It is assumed the City will conduct its own right-of-way acquisition activities, including right of way management, and acquisition related services.

Construction Inspection

This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be negotiated at a later time as an amendment to this agreement.

EXHIBIT "B"

COMPENSATION TO CONSULTANT:

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of \$52,265, distributed to following sub tasks:

Soils Report:	\$ 4,798
Section 106 Coordination	\$ 13,351
Environmental Report	\$ 5,280
Road Design	\$ 24,840
Pavement Design	\$ 1,575
Bidding and CRS	\$ 2,250

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$110/hour
CADD Technician	\$50/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%
Mileage Reimbursement	Current IRS Rate

EXHIBIT "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the CITY.

All work by the CONSULTANT under this Contract shall be completed and delivered to the CITY for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	July 10, 2012	
Preliminary Field Check Plans	September 2012	CITY Review (INDOT optional if no Level 1 Design Exceptions)
Field Check and Utility Coordination Meeting	October 2012	
Geotechnical Engineering Complete	November 2012	
Stakeholder Meetings	November 2012	
Environmental Document Approved for Public Involvement	October 2013	INDOT Review Required
Public Involvement Completed	December 2012	
Stage III Plans	December 2012	INDOT/CITY Review Required
Final Environmental Document Approval	January 2013	INDOT Review Required
Tracings (100%)	January 2013	
Ready for Contracts	February 2013	
INDOT Letting	May 2013	

EXHIBIT "D"

KEY PERSONNEL:

Consultant commits the following personnel to this project, which will not be changed without the consent of the CITY:

Project Manager: Brock Ridgway, P.E.



Board of Public Works Staff Report

Project/Event: 3rd & Jordan Intersection Improvements
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 11/20/2012

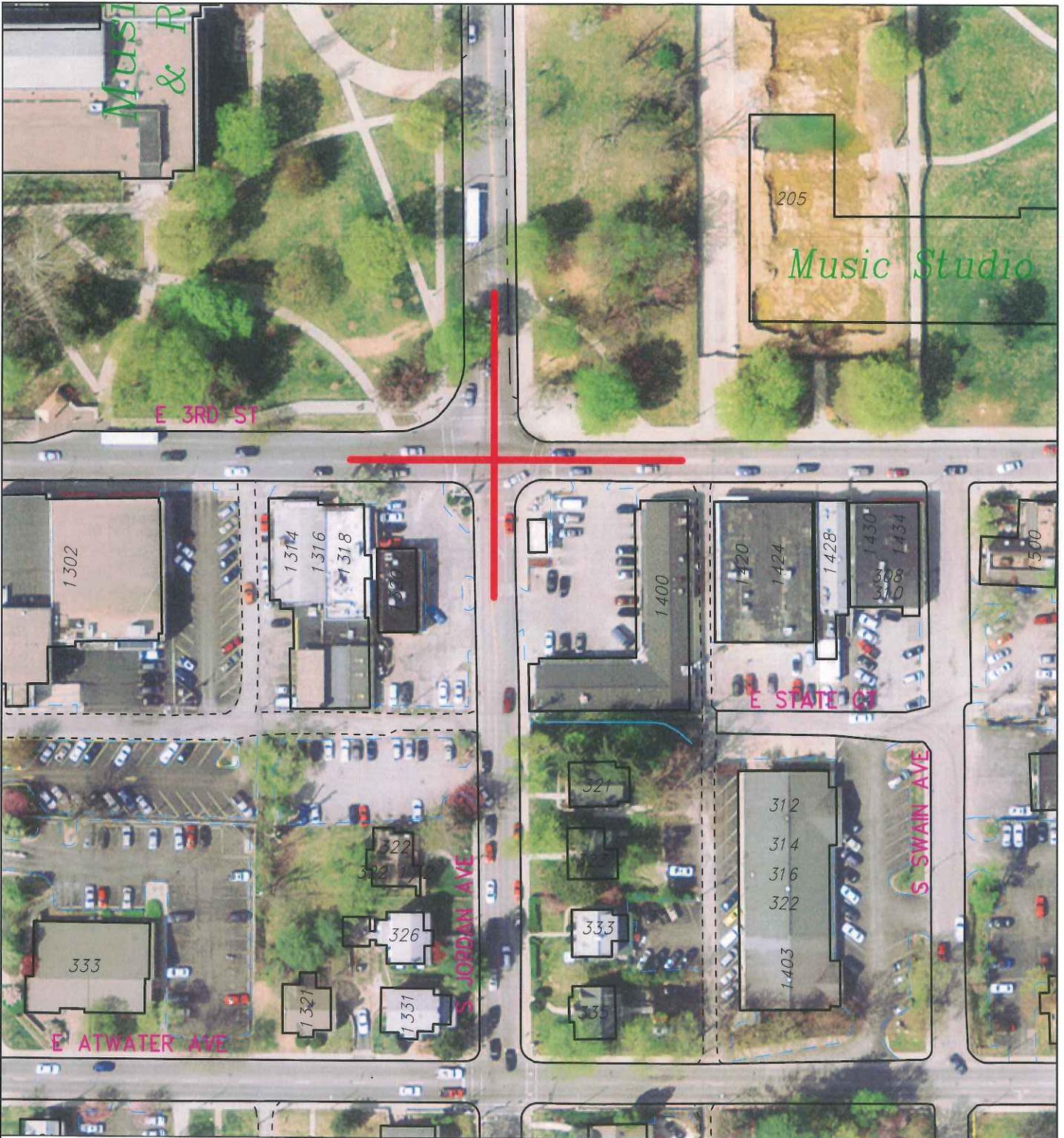
Report:

The Street Department will be replacing the traffic signal at 3rd & Jordan in 2013. As a result, improvements to curb ramps are required to meet current ADA specifications. In similar fashion to signal upgrades conducted in-house by Public Works over the last several years, we are requesting the Board's approval of a design services contract to design these improvements. The contract with Eagle Ridge Civil Engineering Services is in the amount of \$16,300.

Recommendation and Supporting Justification: Staff recommends approval of design services contract.

Recommend Approval Denial by

A handwritten signature in black ink, appearing to read "Adrian Reid", written over a horizontal line.



3rd & Jordan Signal Modernization

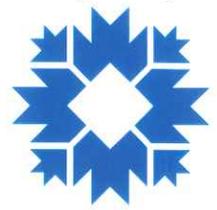
By: reida
15 Nov 12



For reference only; map information NOT warranted.



City of Bloomington
Engineering



Scale: 1" = 100'

PROJECT NAME: Intersection Improvements at 3rd Street & Jordan Avenue

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to improve the intersection of 3rd Street and Jordan Avenue by updating signal equipment, and in conjunction with this work also wishes to improve adjacent sidewalks, curbs and curb ramps, and;

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

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Sixteen Thousand Three Hundred Dollars (\$16,300.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

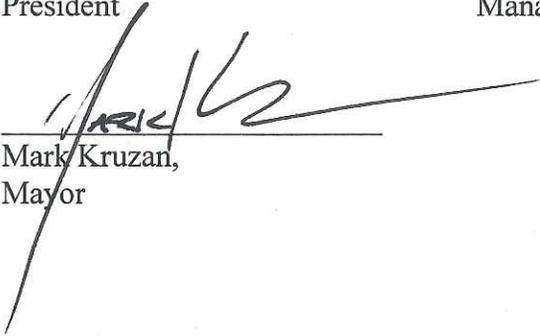
Eagle Ridge Civil Engineering Services, LLC

By:

Charlotte Zietlow
President

Brock Ridgway, P.E.
Managing Member

By:



Mark Kruzan,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>11-8-12</u>

**EXHIBIT A
SCOPE OF ENGINEERING SERVICES**

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Eagle Ridge Civil Engineering Services, LLC (Eagle Ridge) to prepare a design for improvements to the intersection of 3rd Street and Jordan Avenue, including modifications to the sidewalks, curbs, curb ramps in conjunction with the upgrading of signal equipment.

The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of City are designated by statements beginning with "City". Information regarding assumptions or conditions of this scope is typically in italicized text.

- ◆ Conduct Topographic Survey and Mapping of the project site.
- ◆ Conduct Right of Way Research to determine apparent location of existing property lines and right of way.
- ◆ Conduct Site Reconnaissance, Review Survey and prepare a picture log.
- ◆ Prepare Intersection Design and Intersection Layout Drawing, including the following elements:
 - Proposed signal strain pole locations.
 - Assume existing poles must remain in service during placement
 - Position poles based on requirements for distance to pedestrian push buttons, visibility of pedestrian walk indicators, and to minimize obstruction to the pedestrian's traveled way.
 - Proposed controller location
 - Proposed curb layouts including potential bumpouts, if applicable.
 - Proposed curb ramp layouts and crosswalks
 - Proposed sidewalks, including modifications, removals, replacements.
 - Proposed Right of Way or Easements needed (plat exhibits, legal descriptions and staking upon request)
- ◆ Prepare Construction Plans on 24"x36" sheets - Plan set to include:
 - Title Sheet & Index
 - Utility Contacts, Typical Construction Details
 - Intersection Plan
- ◆ Coordinate with IU and CBU for design review and concurrence (at project kickoff and at 50% Design).
- ◆ In early coordination to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning in the project area.
- ◆ Compare utility-provided information with survey data.
- ◆ Minimize the impacts to utilities where possible while still meeting CITY's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ *Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to the Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.*
- ◆ Conduct field check and other coordination meetings with IU and DPW as needed.
- ◆ Participate in a meeting with business owners to discuss changes in front of businesses.

***Intersection Improvements at 3rd Street & Jordan Avenue
City of Bloomington***

- ◆ Prepare an itemized proposal and construction cost estimate for the sidewalk, curb and curb ramp work
- ◆ Prepare a technical specification set for the work.
- ◆ Attend Prebid and Preconstruction Meetings

CITY Provide GIS maps of the project area. Include edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

ASSUMPTIONS:

Environmental Hazards

No known environmental hazard or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work has not been included in the Agreement.

Land Rights / Rights of Entry

It is assumed that the study area will be accessible to Eagle Ridge given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Engineering

It is assumed the City will conduct its own right-of-way acquisition activities, including right of way management, and acquisition related services.

Construction Inspection

This scope does not include construction observation services.

City Owned Utilities Design

Per initial coordination with CBU, there are no specific utility improvements that they are requesting be included in this project. The scope therefore does not include work on sanitary sewers or watermains.

Retaining Walls

No retaining wall design is believed to be needed for the project.

*Intersection Improvements at 3rd Street & Jordan Avenue
City of Bloomington*

EXHIBIT B

COMPENSATION

This task is to be conducted on an Hourly basis with an agreed Maximum Cost of **\$16,300**. In the event that additional services are needed, additional compensation will be determined using the following rates:

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

The attached spreadsheet details the fee estimate by task.

*Intersection Improvements at 3rd Street & Jordan Avenue
City of Bloomington*

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	October 31, 2012	
Survey and Mapping Complete	November 21, 2012	
Preliminary Plans	January 8, 2013	
Field Check and Utility Coordination Meeting	February 1, 2013	
Stakeholder Meetings	February 2013	
Draft Final Plans	February 28, 2013	
Right of Way Acquisition	March-April 2013	Activity by City
Final Plans (100%)	April 2013	
Bidding by City	May 2013	
Construction	May-August 2013	

*Intersection Improvements at 3rd Street & Jordan Avenue
City of Bloomington*

**EXHIBIT D
KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Senior Civil Engineer/Project Manager	Brock Ridgway, P.E.
Civil Engineer/Project Engineer	Michael Tanis, P.E.

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

- The undersigned is the MANAGING MEMBER of EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC
(job title) (company name)
- The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
- The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

[Signature]
Signature
BROCK RIDGWAY, PE.
Printed name

STATE OF INDIANA)
 Hendricks) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Brock Ridgway and acknowledged the execution of the foregoing this 17 day of Oct, 2012.

[Signature]
Notary Public
Julie M. Western
Printed name

My Commission Expires: Aug 13, 2016
County of Residence: Hendricks



EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the MANAGING MEMBER of BROOK RIDGE CIVIL ENGINEERING SERVICES, LLC
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

[Signature]
Signature

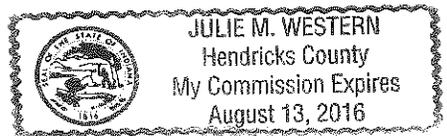
BROOK RIDGWAY, PE.
Printed name

STATE OF INDIANA)
) Hendricks SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Brock Ridgway and acknowledged the execution of the foregoing this 17 day of Oct, 2012.

[Signature]
Notary Public
Julie M. Western
Printed name

My Commission Expires: August 13, 2016
County of Residence: Hendricks



PROJECT FEE ESTIMATE
Design for Intersection of 3rd Street and Jordan Avenue

TASK	Senior Civil Engineer \$110.00 Hours	CADD Technician \$60.00 Hours	Subconsultant Fee at 5% Markup	Project Expenses At Cost	Totals
Existing Conditions Review / Plan Development					
Topo Survey and Mapping (by BRG)	2		\$ 4,040.00		\$6,130
Early Coordination with IU Real Estate/Architects Office	3				\$4,462
Survey Upload and Intersection Detail Sheet Development	1	4			\$330
Site Reconnaissance and Photography	5			\$98	\$350
Survey Review and Followup for Unmarked Utilities	2	2			\$648
					\$340
Design Development					
Intersection Layout including lanes, markings, curbs, ramps and crosswalks	10	8			\$5,080
Signal Feature Layout (Poles and Pedestals)	2				\$1,580
Coordination with CBU for Stormsewer improvements, if needed	2				\$220
Coordination Meetings with IU (assume 2, 1 at Scoping and 1 a 50%)	8			\$60	\$220
Coordination Meetings with Businesses	10			\$120	\$940
Prepare set of Technical Specifications	2				\$1,220
Revise and Submit Drawings at 50%, 95%, 100%	4	4			\$220
					\$680
Design Support					
Preparation of Plat Exhibits/Legal Descriptions/Staking (at \$300/parcel) - assume up to 4 parcels needed	2	2	1200		\$3,540
Compile Itemized Proposal for Bidding	2				\$1,600
Prepare Construction Cost Estimate	2				\$220
Attend Prebid Meeting	4			\$60	\$220
Attend Preconstruction Meeting	4			\$60	\$500
Construction Support by Designer	4			\$60	\$500
Project Management / Meetings / Coordination					
Coordination Meeting with City staff (assume 1)	4			\$60	\$1,550
Field Check/Review Meeting	6			\$60	\$500
Invoices and Progress Reports	1				\$720
Project Workplan/Management/Accounting Setup	2				\$110
					\$220
Total Hours:	82	20	\$5,240		TOTAL
Fee by Classification:	\$9,020	\$1,200	\$5,502	\$578	\$16,300



EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC



Board of Public Works Staff Report

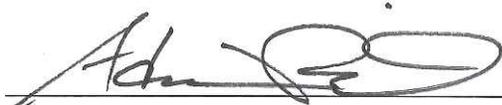
Project/Event: High/Winslow/Rogers Roundabout Improvements
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 11/20/2012

Report:

Public Works 2013 budget includes construction funding for upgrades to the High/Winslow/Rogers roundabout to address pedestrian safety concerns and vehicle speeds in the roundabout. We are requesting the Board's approval of a design services contract with Crossroad Engineers in the amount of \$9,000 to design these upgrades, and create plans and construction documents.

Recommendation and Supporting Justification: Staff recommends approval of design services contract.

Recommend Approval Denial by





High/Winslow/Rogers
Roundabout Improvements

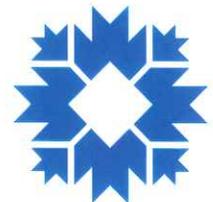
By: reida
15 Nov 12



For reference only; map information NOT warranted.



City of Bloomington
Engineering



Scale: 1" = 100'

PROJECT NAME: Survey, Design & Bidding Services for Winslow / High / Rogers Roundabout Improvements Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, PC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **modify the existing roundabout located at the intersection of Winslow Road / High Street / Rogers Road in order to reduce vehicular speeds and improve safety for all users of the intersection**, which shall be hereinafter referred to as "the Project".

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform certain tasks**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Survey, Design & Bidding Services for the Project

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Adrian Reid, P.E., City Engineer, Department of Public Works ("Reid") to serve as the Board's representative for the project. Reid shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of:

Task 1: Nine thousand dollars (\$9,000) – Not To Exceed Amount

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

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

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

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2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
Attn: Adrian Reid, P.E.
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Chip Charles, P.E., President
CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107

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

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

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

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

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

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

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

Article 27. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

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

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

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

Board

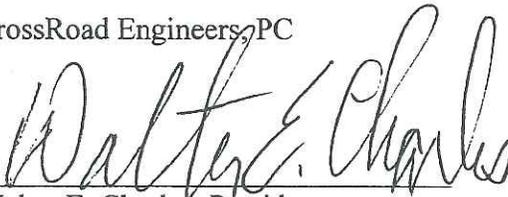
Consultant

City of Bloomington
Board of Public Works

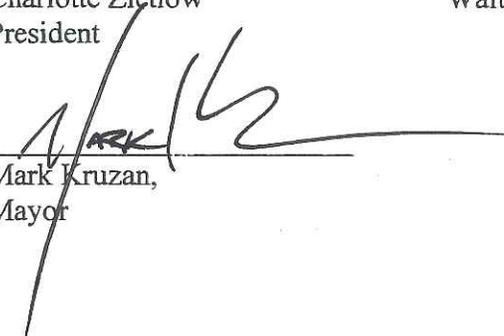
CrossRoad Engineers, PC

By: _____

Charlotte Zietlow
President


Walter E. Charles, President

By: _____


Mark Kruzan,
Mayor

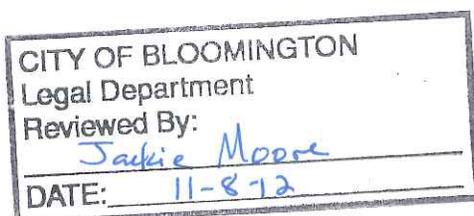


EXHIBIT A – Scope of Engineering Services

SURVEY, DESIGN & BIDDING SERVICES FOR WINSLOW / HIGH / ROGERS ROUNDABOUT IMPROVEMENTS PROJECT

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of CrossRoad Engineers, PC to design the recommended improvements to the intersection of Winslow / High / Rogers as a locally funded construction project.

The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "City". Information regarding assumptions or conditions of this scope is typically in italicized text.

SCOPE OF WORK

Survey

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- City Provide names and addresses of property owners and utility customers in project area.
- ◆ Contact the utility locator services including Indiana Underground to have utilities marked.
- ◆ Conduct a topographic survey of the project area to provide a base map needed for design engineering. The survey will be limited to the existing roundabout and 100 feet along each of the approaches. The survey will be limited to the area within the existing public right of way.
- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, as approved by City Engineer.
- City Provide existing plans of prior intersection improvement projects.

Design

- ◆ Provide design and preliminary construction plans in accordance with the City of Bloomington's standards, guidelines and directions, using INDOT standards where applicable and submit to the Board.

City Review preliminary construction plans, provide review comments, and authorize preparation of final construction plans.

- ◆ Prepare final construction plans in accordance with the City of Bloomington's standards, guidelines and directions, using INDOT standards where applicable and submit to the Board.

City Review and approve final construction plans.

Bidding Services

- ◆ Prepare special provisions to standard specifications as needed and prepare an itemized proposal for use in the bid.
- ◆ Respond to questions from bidders and prepare documentation for inclusion in an addendum, if necessary.

City Publish advertisement to bidders; provide and distribute bid packages to interested bidders; receive, open, and process bid packages.

City Prepare addendum, if necessary, and distribute to planholders.

- ◆ Assist the City of Bloomington with bid advertisement and evaluation of bids received.
- ◆ Attend Preconstruction Meeting.

Milestone Submittals

- ◆ Submit Preliminary Plans to Board for review and comment.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to Board.
- ◆ Complete Bid Tabulations for each Bidder, and make recommendation to award to lowest qualified.

PROJECT MANAGEMENT TASKS

- ◆ Prepare invoices to Board to include supporting documentation and cost records if requested. Prepare progress reports in a format acceptable to Board.

ASSUMPTIONS:

- ◆ No right of way will be necessary to construct the planned improvements.
- ◆ No geotechnical services, environmental services, nor permits will be necessary.
- ◆ Board will provide any traffic and accident data, if necessary.
- ◆ Construction observation services are not included, but could be provided on an hourly basis, if requested.
- ◆ Other than requesting locates, collecting the information marked within the survey limits, and including the information within the construction drawings, no utility coordination will be necessary.

EXHIBIT B - Compensation

**SURVEY, DESIGN & BIDDING SERVICES FOR WINSLOW / HIGH / ROGERS ROUNDABOUT
IMPROVEMENTS PROJECT**

This project is to be conducted in accordance with the basis of payment specified for each task below, with an agreed Not to Exceed Cost of **\$9,000**. In the event that additional services are needed, additional compensation will be determined by mutual agreement of the Board and the Consultant.

TASK	BASIS OF PAYMENT	FEE
Survey	Lump Sum	\$2,000
Design	Lump Sum	\$6,000
Bidding Services	Hourly @ \$100/hr	<u>\$1,000</u>
TOTAL FEE		\$9,000

EXHIBIT C – Estimated Project Schedule

SURVEY, DESIGN & BIDDING SERVICES FOR WINSLOW / HIGH / ROGERS ROUNDABOUT
IMPROVEMENTS PROJECT

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	November 2012	
Survey Complete	November 2012	
Preliminary Plans Complete	December 2012	
Final Plans Complete	February 2013	
Advertisement	February 2013	
Bid Date	March 2013	

EXHIBIT D – Key Personnel

SURVEY, DESIGN & BIDDING SERVICES FOR WINSLOW / HIGH / ROGERS ROUNDABOUT
IMPROVEMENTS PROJECT

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

<u>Position / Responsibility</u>	<u>Name</u>
Principal-in-Charge	Trent E. Newport, P.E., L.S.
Roundabout Designer	Jay J. Vorisek, P.E.

EXHIBIT E - E-Verify "Unauthorized Alien"

SURVEY, DESIGN & BIDDING SERVICES FOR WINSLOW / HIGH / ROGERS ROUNDABOUT
IMPROVEMENTS PROJECT

Affidavit

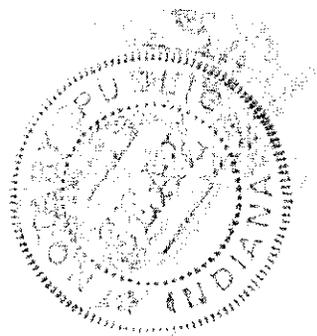
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of CrossRoad Engineers, PC
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. 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 U.S. Code 1324a(h)(3).

Walter E. Charles
Signature

Walter E. Charles
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



Before me, a Notary Public in and for said County and State, personally appeared Walter E. Charles and acknowledged the execution of the foregoing this 24th day of October, 2012.

Jill A. Newport
Notary Public
Jill A. Newport
Printed name

My Commission Expires: 10-26-2014
County of Residence: Johnson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2012

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

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

PRODUCER Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Becky Hiner
	PHONE (A/C No. Ext): (317) 846-5554 FAX (A/C No.): (317) 846-5444
	E-MAIL ADDRESS: bhiner@shepherdins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A Erie Insurance Exchange NAIC # 26271
INSURED CROSSROAD ENGINEERS PC 3417 SHERMAN DR BEECH GROVE IN 46107-1731	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: **CL12101818088** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Q46-2550270	10/25/2012	10/25/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		Q03-2430268	3/24/2012	3/24/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$		Q34-2570043	10/25/2012	10/25/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q94-2500256	10/25/2012	10/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Bloomington and the Board of Public Works and the officers, employees and agents are listed as additional insured for general liability. Insurance is primary and no other insurance effected by the City will be called upon to contribute to a loss hereunder.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
Attn: Adrian Reid
401 N Morton St.
Suite 130
Bloomington, IN 47402

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

AUTHORIZED REPRESENTATIVE

Becky Hiner/DTURNÉ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2012

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

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

PRODUCER Phone: (317) 353-8000 Fax: (317) 351-7149

WALKER & ASSOCIATES INSURANCE
PO BOX 19445
7364 EAST WASHINGTON STREET
INDIANAPOLIS IN 46219

CONTACT NAME: **Peggy Armour**PHONE (A/C, No, Ext): **(317) 353-8000**FAX (A/C, No): **(317) 351-7149**E-MAIL ADDRESS: **peggy@walkeragcy.com**PRODUCER CUSTOMER ID: **29916**

INSURED
CROSSROAD ENGINEERS PC
3417 S SHERMAN DR
BEECH GROVE IN 46107

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

COVERAGES

CERTIFICATE NUMBER: 66654

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED. EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$
A	Professional Liability (Claims-Made Form with 10-12-1995 retro date)			AED-206869-0213	02/15/12	02/15/13	Per Claim Limit	1,000,000
							Aggregate Limit	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE ONLY
SAMPLE ONLY
SAMPLE ONLY

Attention:

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

AUTHORIZED REPRESENTATIVE

Peggy Armour



Board of Public Works Staff Report

Project/Event: West Third Street Phase II – Change Order(s) 43 and 44
Petitioner/Representative: n/a
Staff Representative: Justin Wykoff
Meeting Date: November 20, 2012

The City of Bloomington Engineering Department has received copies of change orders numbered 43 and 44 from INDOT. Specifically these changes include;

Change Order #43 – This change order includes the deletion of line item(s) 266 and 267, Pavement Message Marking Thermoplastic Bike Symbol, and Pavement Message marking Thermoplastic Lane Arrow (respectively). It then adds both markings back as 'preformed plastic' pavement markings. This change order resulted in no additional cost.

Change Order #44 – This change order includes additional costs for boring a 600mm (24 inch) casing under the railroad tracks and is detailed for labor and equipment cost in the change order from Dave O'Mara. This change order resulted in an additional cost of \$35,059.00

Recommend Approval Denial by

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

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30350

AE:Culbertson, James

Letting Date:04/08/2009

PE/S:Wildt, Chuck

Status:Draft

Change Order Information

Date Generated: 05/31/2012

Change Order No.: 043

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Local Agency Request

Description: Pavement Message MRKGBike Symbol & Bike Lane Arrow

Original Contract Amount \$ 5,487,107.30

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 522,218.21

Percent: 9.517 %

Total Change To-Date \$ 522,218.21

Percent: 9.517 %

Modified Contract Amount \$ 6,009,325.51

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

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

Previous Time Approved

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

SS Day:_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30350
Change Order No:043

INDIANA
Department of Transportation

Date:05/31/2012
Page: 3

Contract: R -30350
Project: 0300766 - State:9953020
Change Order Nbr: 043
Change Order Description: Pavement Message MRKGBike Symbol & Bike Lane Arrow
Reason Code: SCOPE CHANGES, Local Agency Request

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount:\$	Amount Change
0266	0300766	0266	808-02977	EACH	267.070	-13.000	C	Amount:\$	-3,471.91
Item Description: PAVEMENT MESSAGE MRKG THERMO BIKE SYMBOL Supplemental Description1: Supplemental Description2:									
0267	0300766	0267	808-75320	EACH	187.270	-13.000	C	Amount:\$	-2,434.51
Item Description: PAVEMENT MSG MKG THERMO LANE IND ARROW Supplemental Description1: Bike Lane Arrow Supplemental Description2:									
0287	0300766	0287	808-03178	EACH	187.270	13.000	C	Amount:\$	2,434.51
Item Description: PAVEMENT MSG MRKG, PREF PLAST LANE ARROW Supplemental Description1: Preformed Plastic Bike Lane Arrow Supplemental Description2:									
0288	0300766	0288	808-96575	EACH	267.070	13.000	C	Amount:\$	3,471.91
Item Description: PAVEMENT MSG MKG PREF PLASTIC WORD (BIKE Supplemental Description1: Preformed Plastic Helmeted Bicyclist Symbol Supplemental Description2:									

Total Value for Change Order 043 = \$ 0.00

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

Per James Culbertson's request items 266 & 267 need to be eliminated and two new items generated due to pavement markings placed were Preformed Plastic not Thermoplastic. See Change Order #31 for additional information

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No:R -30350
Change Order No:043

INDIANA
Department of Transportation

Date:05/31/2012
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PEIS 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30350

AE:Culbertson, James

Letting Date:04/08/2009

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 10/08/2012

Change Order No.: 044

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Soils Related

Description: Additonal Effort due to rock encountered while boring

Original Contract Amount \$ 5,487,107.30

Current Change Order Amount \$ 35,059.00

Percent: 0.639 %

Total Previous Approved Changes \$ 522,218.21

Percent: 9.517 %

Total Change To-Date \$ 557,277.21

Percent: 10.156 %

Modified Contract Amount \$ 6,044,384.51

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days _____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30350

INDIANA

Date:10/08/2012

Change Order No:044

Department of Transportation

Page: 3

Contract: R -30350
 Project: 0300766 - State:9953020
 Change Order Nbr: 044
 Change Order Description: Additional Effort due to rock encountered while boring
 Reason Code: ERRORS & OMISSIONS, Soils Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0289	0300766	0289	715-04685	LS	35,059.000	1.000	C	Amount:\$ 35,059.00

Item Description: STORM SEWER

Supplemental Description1: Additional time/effort needed while boring the 600mm casing
 Supplemental Description2: Change Order eligible for 80/20 participation

Total Value for Change Order 044 = \$ 35,059.00

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

General or Standard Change Order Explanation

While boring the 600mm steel casing for the storm sewer under the railroad tracks rock and rock fragments were encountered. Soil boring RB-5, which is the closest to the bore, did not show any rock or rock fragments. This created a mix face bore and took additional effort and time which resulted in additional expenses. ***Jeff Logman, Seymour District Construction Engineer verbally approved the additional costs on September 14, 2012. Change order is eligible for 80/20 participation.

Change Order Explanation for Specific Line Item

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

Contractor: _____

Signed By: _____

Date: _____

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

Contract No: R-30350
Change Order No: 044

INDIANA
Department of Transportation

Date: 10/08/2012
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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



Dave O'Mara Contractor, Inc.
1100 East O & M Avenue, PO Box 1139
North Vernon, Indiana 47265

Phone: 812.346.4135

www.daveomara.com

Fax: 812.346.6305

August 14, 2012

Mr. Jeffrey Logman
INDOT District Construction Engineer
185 Agrico Lane
Seymour, IN 47274

RE: Contract R-30350, West 3rd Street, Bloomington, Indiana

Dear Mr. Logman:

This letter is in response to your letter dated May 7, 2012, specifically paragraphs 1 and 2 of that letter.

With 2 sets of elevations provided for one structure, there is an obvious discrepancy for installation. The conditions did not change, but following the grades (two sets) leads to an ambiguous situation where it is the owners responsibility when it comes to bid documents. Ascertaining requirements to place a pipe at a design elevation again is a responsibility born by the designer and owner.

The bid documents are provided by the owner and are the sole responsibility of the owner, including soil boring tables.¹ As for the contractor having the ability to make his own soil borings to gather information, this is incorrect.² The owner would have to provide two things: 1) A traffic arrangement would have to be detailed and provided by the owner – the owner is responsible for making traffic restrictions available for such a soils investigations.³ 2) In this instance, railroad encroachment arrangements would have to be provided by the owner and detailed in the CIB before any soil borings could be performed. As you know, neither of these were provided or arranged prior to the bid. The more common reason this is not done, impracticality.⁴

Therefore, based upon the above referenced information, Dave O'Mara Contractor, Inc. is requesting a total of \$35,059.00.

¹ Appeal of Western Contracting Corp., ENG BCA No. 3920 (December 23, 1981); CCM March 1982, p. 5

² A. Construction Corp. vs. Pennsylvania Department of Transportation, 591 A.2d 1146 (Pa.Cmwth. 1991); CCM October 1991, p. 8.

³ Department of Transportation vs. P. DiMarco and Co., Inc., 711 A.2d 1088 (Pa.Cmwth. 1998); CCM September 1998, p. 2.

⁴ Department of Transportation vs. P. DiMarco and Co., Inc. 711 A.2d 1088 (Pa.Cmwth. 1998); CCM September 1998, p. 2.

Based upon the above, we request that the District Office Review be reversed.

Respectfully,



Jeff J. Fuller

Dave O'Mara Contractor, Inc.

cc: File

JJF/tr

Attd: Referenced Cases from Construction Claims Monthly
Original Claim Letter dated March 2, 2012
Soil Boring Detail for Record Number RB-5
Cost Breakdown for Claim

"BUSINESS RISK" EXCLUSIONS NEGATED. INSURANCE

CU Lloyd's of Texas v. Main Street Homes, Inc.
79 S.W.3d 687 (Tex.App.-Austin 2002)

A Texas court has ruled that the "business risk" exclusions in a contractor's commercial general liability (CGL) insurance policy did not apply to a claim for foundation defects.

Main Street Homes, Inc. constructed and sold homes in two subdivisions in the Austin area. Homebuyers subsequently sued Main Street alleging that the foundations had been improperly designed and constructed, resulting in structural damage. Main Street demanded coverage against the claims from its CGL insurer, CU Lloyd's of Texas.

Lloyd's denied coverage, relying on the "business risk" exclusions of the policy. In particular, Lloyd's cited the following language.

"This insurance does not apply to property damage to...that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations."

The Court of Appeals of Texas ruled that the exclusion did not apply because it was written in the present tense, "are performing operations." And, said the Court, Main Street had completed construction and sold the homes before the alleged damage occurred.

"Since the underlying petitions indicate that Main Street had completed construction and sold the homes to the homebuyers before the alleged damage resulted, the exclusion does not preclude Lloyd's duty to defend Main Street."

Lloyd's also cited language in the policy excluding coverage for "property damage to your product." But, said the Court, a product is manufactured, whereas a building is constructed or erected. Therefore, that exclusion did not apply.

Additionally, Lloyd's cited an exclusion for "property damage to your work." That exclusion, however, by its express terms did not apply to work performed by subcontractors. Main Street had utilized subcontractors in the design and construction of the foundations, so that exclusion was inapplicable. Lloyd's could not deny coverage and was obligated to defend the lawsuits under the CGL policy.

Editor's Note: This is the type of claim that is typically excluded under a CGL policy. The insurer that drafted the policy went to great lengths to exclude it. But the Court, possibly motivated by a desire to provide recourse to innocent consumers, went to even greater lengths to negate the exclusions. Normally, the "business risk" exclusion applies to claims for defective workmanship but does not apply to claims for third-party property damage caused by construction operations. See *Thommes v. Milwaukee Mutual Insurance Co.*, 622 N.W.2d 155 (Minn.App. 2001); CCM May 2001, p. 6.

(Continued from page 1)

forced against the contractor. *Frenz Enterprises, Inc. v. Port Everglades*, 746 So.2d 498 (Fla.App. 1999); CCM April 2000, p. 8.

Contractor Not Responsible for Subsurface Conditions

In the absence of an express mandate for an independent subsurface investigation, a general requirement that a contractor conduct a pre-bid site inspection to become familiar with the conditions does not imply that the contractor must probe the surface of the earth. *I. A. Construction Corp. v. Pennsylvania Department of Transportation*, 591 A.2d 1146 (Pa.Cmwlth. 1991); CCM October 1991, p. 8.

The implied obligation to perform the contract in a workmanlike manner did not obligate a contractor to investigate subsurface conditions before constructing a foundation. The contractor was entitled to rely on the owner's design. *Surber v. Wallace*, 831 S.W.2d 918 (Ky.App. 1992); CCM October 1992, p. 3.

As indicated earlier, contract documents sometimes expressly call for an independent, pre-bid, subsurface investigation. In contrast to the *Frenz* case, cited above, most courts will find a rationale for not enforcing this provision against a contractor. The most common reason is impracticality.

One court said, "It would have necessitated digging up part of the roadway which would be impractical and overly burdensome...DOT made no arrangements to halt traffic in order to permit such digging." *Department of Transportation v. P. DiMarco and Co., Inc.*, 711 A.2d 1088 (Pa.Cmwlth. 1998); CCM September 1998, p. 2.

In another case, a court noted that a project owner had assembled riverbed information over four years of underwater investigation. Bidders could not be expected to independently verify the accuracy of that information in the short period of time allowed for bid preparation. *Raymond International, Inc. v. Baltimore County*, 412 A.2d 1296 (Md.App. 1980); CCM July 1980, p. 2.

Finally, it should also be noted that a bidder has no implied obligation to obtain an independent technical evaluation of soil samples. The bidder is entitled to rely on the project owner's analysis. *Appeal of Western Contracting Corp.*, ENG BCA No. 3920 (December 23, 1981); CCM March 1982, p. 5.

Contractor Held Responsible for Dimensions and Elevations

Contract documents may or may not expressly require field verification of dimensions and elevations shown on the drawings. Even when there is no such requirement, a contractor is still expected to use reasonable powers of observation when conducting a site investigation.

One set of contract drawings included elevations indicating that a playing field area sloped gently from east to west. The contractor encountered an irregular slope that necessitated more cutting and filling than anticipated. The contractor's DSC claim was denied, however. While the contract had not required field verification of the drawing elevations, the contractor should have observed the true nature of the slope during a reasonable pre-bid site inspection. *Appeal of Urban General Contractors, Inc.*, ASBCA No. 49653 (August 23, 1996); CCM November 1996, p. 4.

(Continued on page 7)

Dave O'Mara Contractor, Inc.

1100 E. O & M Avenue - P.O. Box 423
North Vernon, IN 47265
Phone: (812) 346-4135 Fax: (812) 346-6305

March 2, 2012

Attn: Chuck Wildt

Re: R-30350
Bloomington, IN

Dear Chuck:

The attached is an explanation for the submission of the claim for capturing losses incurred during the bore at or near station 4+310, Line "A".

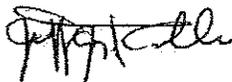
Per soil boring RB-5, the more representative sample in the vicinity of the bore, no rock and no rock fragments were detected or recovered.

As a differing site condition, we encountered rock and cohesive soils mixed creating a mixed face bore. This type of installation becomes materially more difficult and time consuming, and therefore, more expensive. This is of no fault of the contractor or the means and methods of the contractor.

As you know, grade control is a key component to casing type bores. Widely varying materials were not presented in the soil data at these elevations as represented in test boring record number RB-5.

Please review the attached cost estimate.

Sincerely,



Jeff J. Fuller

TEST BORING RECORD

CLIENT : City of Bloomington
PROJECT : West 3rd Street Reconstruction and Added Lanes
LOCATION : Bloomington, Monroe County, Indiana
DES NO. : 0300766, Project No.: STP-9953(020), CTL No.: 04050050

BORING NO.: RB-5
SHEET 1 OF 1
DATE STARTED : 06-08-05
DATE COMPLETED : 06-08-05

BORING ELEVATION : 263.3 m (USC&GS) STATION : 4+310 OFFSET : 11 m Lt LINE : "A" DEPTH : 4.57 m	BORING METHOD : HSA RIG TYPE : CME-75 Truck CASING DIA. : 83 mm I.D. CORE SIZE : —	HAMMER : Automatic DRILLER : RC TEMPERATURE : 85° F WEATHER : Partly Sunny
---	---	---

GROUNDWATER: Encountered at Dry At Completion Dry 24 hours Reading Dry Caved in at 4.27 m

Stratum Elevation	Sample Depth	SOIL/MATERIAL DESCRIPTION	Stratum Depth	Sample Number	SPT / 15cm	SPT/ 30 cm (N)	Recovery (%)	Moisture Content (%)	Total Unit Weight (kg/m ³)	Unconfined Compression (kN/m ²)	Atterberg Limits		
											LL	PL	PI
263.15		TOPSOIL (152 mm) (Visual)	0.15										
262.08	1.5	Brown, Slightly Moist to Moist, Medium Stiff to Soft, SILTY CLAY LOAM with Traces of Roots (Possible Fill) A-7-6 As Lab 5	1.22	SS-1	3 4	7	83	19					
				SS-2	2 2	4	67	26					
				SS-3	2 2 3	5	100	25					
				SS-4	4 7 8	15	100	35					
				SS-5	6 8 12	20	11						
259.03		Olive Green, Slightly Moist, Very Stiff, SILT A-4 As Lab 6	4.27	SS-6	5 9	20	100	23					
258.73	4.5	Bottom of Boring at 4.57 meters	4.57		11								
		Two attempts made on SS-5 due to low soil recovery. Boring backfilled with soil cuttings.											
	6.0												

 CTL Engineering of Indiana, Inc. Phone: 317-585-8277	BORING METHOD HSA - Hollow Stem Auger SFA - Solid Flight Auger RC - Rock Coring MD - Mud Drilling WD - Wash Drilling HA - Hand Auger	SAMPLING METHOD SS - Split Spoon Sample ST - Shelby Tube Sample CR - Rock Core Sample BS - Bag Sample AC - Auger Cuttings	ABBREVIATIONS * - Hand Penetrometer LL - Liquid Limit PL - Plastic Limit PI - Plasticity Index SPT - Standard Penetration Test
	ENGLISH TO METRIC 04050050 ROADWAY.BPJ CTLGDT		

Dave O'Mara Contractor, Inc. 21

Job Number

Date 8/4/2010

Description/Scope of Work

Additional Time for handwork in Bores due to Rock

Ticket

2, 10 hr days in original bid deducted out

Nothing in this for Reed & Sons work or digging pit

Equipment (Operator Not Included)				Labor		Straight Time		Overtime 1.5		Total (\$)
Description	Hourly Rate	Hours Used	Total (\$)	Rate	Hour	Rate	Hour	Rate	Hour	Total (\$)
Backhoe	\$38.88		\$0.00	Operator	\$47.19	96	\$63.48	33		\$6,625.08
Boring Machine	\$46.08	64	\$2,949.12	Laborer	\$36.05	98	\$48.43	47		\$5,737.01
Compactor-815 Caterpillar	\$93.60		\$0.00	ADT Trk Driver	\$47.19		\$63.48			\$0.00
Compactor-Ingersoll Rand	\$38.88		\$0.00	Foreman	\$49.18	48	\$66.48	23.5		\$3,923.40
Asphalt Paver, Roadtec	\$103.68		\$0.00							
Compactor-Plate/Tamp w/Exc.	\$118.08		\$0.00							Subtotal \$16,285.49
Dozer-660 John Deere	\$84.80		\$0.00	Materials & Supplies		Quantity	Unit	Price		Total (\$)
Dozer-D4H Caterpillar	\$60.48		\$0.00				JR			\$0.00
Dozer-D5H Caterpillar	\$74.88		\$0.00				each			\$0.00
Dozer-D6 Caterpillar	\$74.88		\$0.00				each			\$0.00
Dozer-D7H Caterpillar	\$103.68		\$0.00				tons			\$0.00
Dozer-450D John Deere	\$38.88		\$0.00				tons			\$0.00
Excavator-150 Komatsu or Eq	\$89.29		\$0.00				cys			\$0.00
Excavator-200 Hitachi	\$89.28		\$0.00				tons			\$0.00
Excavator-300LC Komatsu	\$89.28		\$0.00				cys			\$0.00
Excavator-360LC Caterpillar	\$103.68		\$0.00				each			\$0.00
Excavator-330L Caterpillar	\$144.00	65	\$9,360.00				each			\$0.00
Excavator-400 Komatsu	\$158.40		\$0.00							Subtotal \$0.00
Excavator-Takuchi TB135	\$89.28		\$0.00	Trucking Company		# of Trks	Hours	Rate		Total (\$)
Gradall-4200	\$89.28		\$0.00							\$0.00
Grader-140 Caterpillar	\$74.88		\$0.00							\$0.00
Grader-570A John Deere	\$74.88		\$0.00							\$0.00
Grader-Fiat Allis	\$74.88		\$0.00							\$0.00
Hoe Ram & 215 Excavator	\$118.08		\$0.00							\$0.00
Hoe Ram & Backhoe	\$79.20		\$0.00							Subtotal \$0.00
Loader-Bobcat Skid Steer (853/853)	\$38.88		\$0.00	Subcontractors (Items of work performed)						Total (\$)
Loader-953/955 Caterpillar	\$74.88		\$0.00							
Dozer-D8T Caterpillar	\$115.20		\$0.00							
Loader-IT28	\$48.08		\$0.00							
Roller-Ingersoll Rand 10T Vibe	\$74.88		\$0.00							
Medium Roller	\$38.88		\$0.00							
Small Roller	\$17.28		\$0.00							
Scraper-613 Caterpillar	\$67.68		\$0.00							
Lime Spreader Truck	\$93.60		\$0.00							
Trencher - Small; Welder	\$25.92		\$0.00							Subtotal \$0.00
Truck, Lube or Tool	\$35.28		\$0.00							
Truck-Tri-axle Dump w driver	\$75.00		\$0.00							
Truck-Tandem Dump w driver	\$65.00		\$0.00							
Truck-Single-axle w driver	\$55.00		\$0.00							
Truck-8 Wheel Drive Dump	\$122.40		\$0.00							
Truck-Boom, Fork-lift, Lull	\$43.20		\$0.00							
Truck-Water, Pothole Machine	\$31.68		\$0.00							
Pick-up Truck w/ Tools	\$21.60	71.5	\$1,544.40							
Lowboy w/ driver	\$136.80		\$0.00							
			Subtotal \$13,853.52							

Grand Total	\$30,139.01
T & M Number	

Material and Equip	1.12	\$13,853.52	\$15,815.94
Labor	1.20	\$16,285.49	\$19,542.59
Subcontractor	1.10	\$0.00	\$0.00
Total			\$35,058.53

Total \$35,058.53

Dave O'Mara Contractor, Inc.

By: _____
 Printed: _____
 Title: _____

Owner's Authorized Representative

By: _____
 Printed: _____
 Title: _____

Additional excavation depth for bore pit and receiving pit
 Bore pit was shorter than usual because we had to use 10' pieces because of the angle and we had to keep the road open to traffic.

Invert Elevations	Str Data Table	Plan and Profile/Installed	Difference, (m) in Feet
Bore Pit	260.183	258.958	1.225 4.019225
Receiving Pit	260.145	258.887	1.258 4.127498

Description	Size	Quantity (cys)	Cubic Meters
Bore Pit	20'x12'x4'	46.22	35.34
Receiving Pit	10'x10'x4.1'	15.19	11.61

Additional Excavation at 3x Common	Quantity, cubic meters	Unit Price	Ext
Additional Structure Backfill	46.95	\$40.50	\$1,901.48
	46.95	\$44.00	\$2,065.80