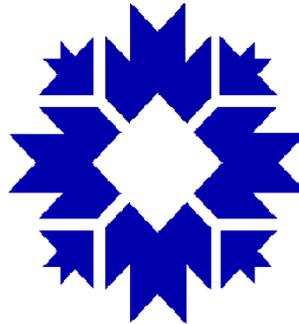


PROPOSED:

**CASCADES TRAIL PHASE 2:
Along Club House Drive from
Sycamore Shelter to Kinser Pike
BPR 2013-2**

LETTING DATE: September 27, 2013

FOR:



**THE CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
BLOOMINGTON, INDIANA**



A handwritten signature in black ink that reads "Bridgway".

Brock Ridgway, P.E.
September 1, 2013



1321 Laurel Oak Drive
Avon, IN 46123

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SECTION I

INVITATION TO QUOTERS

INVITATION TO QUOTERS

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED QUOTES FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

BPR 2013-2 CASCADES TRAIL PHASE 2

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Approximately 3,580 feet of paved trail, including over 4,100 square yards of asphalt paving, 300 square yards of uncolored concrete sidewalks, 92 square yards of textured colored concrete paving, 36 square yards of concrete drive pavement and 48 square yards of concrete ADA ramps, each on compacted aggregate base;
- Approximately 60' of concrete curb, 1,383' of concrete curb and gutter, and over 400 square yards of concrete and asphalt roadway patching;
- All associated earthwork to include linear grading spread over a distance of 3,580', including rough and fine grading with over 2,000 cubic yards of unclassified excavation which is expected to include rock excavation, and including an allowance for up to 250 cubic yards for the removal and replacement of unsuitable subgrade soils found;
- Over 900' of various sized storm sewers, inlets, and culvert extensions, and over 300' of sanitary sewer replacement with one new sanitary manhole;
- Signage and pavement markings, bollards, 700' of fence resetting, protection of many existing trees and furnishing 30 new trees;
- Temporary erosion control measures, maintenance of traffic signage and flagging as needed, and permanent seeding of all disturbed soil areas; and
- Other miscellaneous work described within the plans and specifications including clearing, tree removal and compliance of applicable permits, including IDEM Rule 5 Erosion Control Permit.

Project is along Club House Drive from the vicinity of the Sycamore Shelter in Lower Cascades Park to the intersection of Club House Drive and Kinser Pike in Bloomington, Indiana.

The proposal and other data submitted will form the basis of the negotiation of a Lump Sum agreement for the work. Proposals are to be submitted in proper form, as described in the "Instructions to Quoters"

Sealed proposals shall be received by the **Department of Parks and Recreation at Showers City Hall, 401 North Morton Street, Suite 250**, Bloomington, Indiana, 47404 at or before **2:00 P.M. local time, on Friday, September 27, 2013**. The sealed Bids will be publicly opened and read aloud immediately thereafter in the Parks and Recreation department conference room. Any proposals received after the designated time will be returned unopened. Proposals will be reviewed and the award may be made at a scheduled meeting of the Redevelopment Commission on October 7, 2013.

The Contract Documents may be obtained online at the following web site:

http://bloomington.in.gov/sections/viewSection.php?section_id=537

Each Quoter shall file with his or her sealed proposal: (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; (2) a Questionnaire Form 96 of the State Board of Accounts, (3) a cashiers check or certified check drawn on an acceptable bank or a bid bond equal to five (5) percent of the total amount bid.

A pre-bid meeting shall be held at the McCloskey Conference Room located at Showers City Hall, 401 North Morton Street, Bloomington, Indiana on **Thursday, September 19, 2013 at 8:30 am local time**. The meeting is not mandatory, but is strongly recommended.

Each Quoter must ensure that to the greatest extent feasible, opportunities for training and employment should be give to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by person residing in the area of the project.

The City of Bloomington is an equal opportunity employer, and Quoters shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Quoter for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of proposals. Quotes received that do not have an approved Affirmative Action Plan will be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday.

Wage rates shall not be less than the common construction wage rates as determined in accordance with IC5-16-7.

The successful Quoter shall furnish performance and payment bonds for one-hundred (100) percent of the contract amount prior to execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

The Redevelopment Commission reserves the right to waive any informalities and to accept or reject any or all proposals submitted. Quotes may be held by the Commission for a period not-to-exceed thirty (30) days, from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the Quoter prior to awarding the contract.

Redevelopment Commission
City of Bloomington, Indiana

SECTION II

INSTRUCTIONS TO QUOTERS

INSTRUCTIONS TO QUOTERS

1.00 CONTRACT DOCUMENTS: The “Invitation to Quoters”, “Instructions to Quoters”

“Quote Form”, “Agreement”, “General Conditions”, “Special Conditions”, “Specifications”, and the “Contract Drawings” are the Contract Documents that will form the Contract.

1.01 INSPECTION OF THE SITE: Quoters shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Quoter’s proposal. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

1.02 OMISSIONS AND DISCREPANCIES: Should Quoters find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the City Engineer. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be emailed or delivered to each person obtaining a set of contract documents from the City Engineer. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

2.00 PROPOSALS: Pursuant to the “Invitation to Quoters” sealed proposals for performing the work shall be received by the Department of Parks and Recreation at City Hall, 401 North Morton Street, Suite 250, Bloomington, Indiana, at or before 2:00p.m. local time on September 27, 2013. Proposals will be publicly opened and read by the Parks Staff at 2:00 p.m. local time in the Parks and Recreation Conference Room. Any proposals received after the designated time will be returned unopened. Proposals will be reviewed and the award may be made at the October 7, 2013 meeting of the Bloomington Redevelopment Commission

2.01 PROPOSAL FORM: Each proposal shall be legibly written or printed in ink on the Proposal Form with Unit Prices provided. All addenda to the Contract Documents on which a Proposal is based, properly signed by the Quoter, shall accompany the Proposal when submitted. No alteration in any Proposal, or in the Proposal Form on which it is submitted, shall be made by any person after the Proposal has been submitted by the Quoter.

2.02 PROPOSAL SIGNATURES: Each Quoter shall sign their proposal using their usual signature and giving their full business address. Quotes by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Quotes by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Quote by a person who affixes to their signature the word “president” or “secretary”, “agent”, or other designation without disclosing their principal may be held to be the Quote of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Quoter may submit more than one Proposal. Two Proposals under different names will not be accepted from one firm or association.

2.03 PROPOSAL SUBMISSION: Each Proposal submitted shall be enclosed in a sealed envelope or wrapping, addressed to the Parks and Recreation Department, 401 N. Morton Street, Suite 250,

Bloomington, Indiana 47404, identified on the outside with the words "SEALED QUOTE", and the name of the project and the project number, if applicable.

- 2.04 INDIANA LEGAL REQUIREMENTS:** Each Quoter shall submit under oath with their Quote a statement of their experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Proposal shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.
- 2.05 PROPOSAL GUARANTEE:** Each Proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Quoter's bond in an amount of not less than five percent (5%) of the total Quote. No personal and/or company checks will be accepted and the Quote shall be deemed unresponsive. The proposal guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Proposal covered thereby is accepted and a contract based thereon is awarded and the Quoter should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.
- 2.06 RETURN OF PROPOSAL GUARANTEE:** The Proposal Guarantee deposit of each unsuccessful Quoter will be returned when their proposal is rejected. The Proposal Guarantee deposit of the Quoter to whom the Contract is awarded will be returned when the successful Quoter executes a contract and files a satisfactory performance bond. The Proposal Guarantee deposit of the second and third lowest responsible Quoters may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bond by the successful Quoter.
- 2.07 WITHDRAWAL OF PROPOSAL:** No Contractor may withdraw their Proposal for a period of sixty (60) days after the date and hour set for the opening, and the Quoters submitting the three lowest Quotes may not withdraw their proposals for a period of one-hundred eighty (180) days after the opening date. A Quoter may withdraw their Proposal at any time prior to the expiration of the Quote period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.
- 2.08 ACCEPTANCE AND REJECTION OF PROPOSALS:** The Owner reserves the right to accept the proposal submitted by the lowest responsible and responsive Quoter; to reject any or all proposals; and to waive irregularities or informalities in any proposal. Proposals received after the specified time of closing will be returned unopened. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Public Works, and no other act shall constitute acceptance of a proposal. The acceptance of a proposal shall bind the successful Quoter to execute the Contract and to be responsible for liquidated damages as provided in Section 8.00.
- 3.00 QUALIFICATION OF QUOTERS:** Quoters shall submit satisfactory evidence that they have a practical knowledge of the particular work Quote upon, and that they have the necessary financial resources to complete the proposed work. Each Quoter shall execute completely and accurately Questionnaire Form No. 96 of the Indiana State Board of Accounts and shall file the same with their Proposal. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Quoter. In determining the Quoter's qualifications, the following factors will be considered: whether the Quoter (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each Quoter may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Quote will be accepted which is submitted by a Quoter who is engaged in any work which would impair their ability

to finance the work covered by such Quote or to provide suitable equipment for its proper prosecution and completion.

4.00 EXECUTION OF CONTRACT: Any Quoter whose proposal shall be accepted will be required to appear at the office of the City Engineer in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Proposal. The amount of the Proposal Guarantee accompanying the Proposal of such Quoter shall be retained by the City as liquidated damages for such breach. In the event that any Quoter whose Proposal shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Quoter has abandoned the Contract and thereupon their Proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as above provided.

4.01 INSURANCE: The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

4.02 PAYMENTS: Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within thirty (30) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.

4.03 TIME FOR BEGINNING AND COMPLETING THE WORK: The Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the notice to proceed and shall substantially complete the work within 75 calendar days. Calendar days and substantial completion shall be as defined in the Contract Documents.

4.04 TAXES AND PERMITS: Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

4.05 WORKER'S COMPENSATION: Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act..

4.06 PERFORMANCE BOND: The Quoter to whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one-hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:

- A. modifications, omissions, or additions;
- B. defects in the contract; or
- C. defects in the bidding or awarding process.

4.07 PAYMENT BOND: For all contracts a Payment Bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond is executed by the Contractor to the state, approved by and for the benefit of the Owner, in an amount equal to the contract price. It is deposited with the board, and its surety cannot be released until one year after the board's final settlement with the Contractor. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

- 4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.
- 4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Quoter for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of proposals. Quotes received that do not have an approved Affirmative Action Plan will be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Quoter must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Quoter must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Quoter must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

SECTION III

QUOTE FORM

UNIT PRICES

RESPONSIBLE BIDDER AFFIDAVIT

SAMPLE QUOTE BOND

QUOTE FORM

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

The Lump Sum cost of this project is to include all work shown in the Contract Documents, and is also to include an Allowance for up to 250 Cubic yards of Removal and Replacement of Unsuitable Soils with Compacted Aggregate Base. The Lump Sum Bid is to include all work to build the trail to the lines and grades as represented in the plans, and, specific to the areas that require slope excavation, the Lump Sum cost is to include unclassified excavation, whether rock or soil, and is to include the work to cut the slopes to a 1H:2V slope where rock is encountered, or to cut slopes to a 1H:1V slope and to treat slopes with erosion control blankets and mulched seeding where soil is encountered. The Lump Sum cost is to include either treatment as found necessary.

The Lump Sum cost to complete BPR 2013-2 Cascades Trail Phase 2 Project is:

_____, \$ _____

Alternate #1: Replace the mulch seeded strip between curb and trail with full width HMA Trail pavement

The Owner desires to consider the replacement of the grassy strip between STA 504+04 and 517+50 with a full width HMA sidepath to the back of curb. This would result in a path with a minimum width of 11' in most of this section, with a maximum width of 13'. Additional trail pavement area would be approximately 450 square yards with a similar deduct in topsoil and mulched seeding required. The alternate proposal shall include all costs necessary for the complete installation of the materials or items indicated for the alternate proposal, including materials, labor, equipment, operations, administration, overhead, profit, and taxes (as applicable). The alternate proposal shall also include all costs for changes in the work (including work of other Separate Contracts) that will be made necessary by acceptance of the alternate proposal. The Owner reserves all rights to accept or reject the Alternate item quote as it deems appropriate.

The additional cost for Alternate #1 is:

_____, \$ _____

All work shall be substantially completed within 75 calendar days from date of the Notice to Proceed.

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK

Addendum Acknowledgement:

The following Addenda have been received by the undersigned Quoter; and all costs resulting from these Addenda have been included in the preparation of this Quote Form:

Addendum #___ dated _____

Addendum #___ dated _____

Addendum #___ dated _____

Please list any professional or trade license(s) required by law for any trade or specialty area required to complete work on the present project.

Has the Contractor, or any directors, officers, or managers employed by the Contractor, had any professional or trade license suspended or revoked within the last five (5) years?

Yes [] No []

Verification

I certify that I am authorized to execute this affidavit on behalf of the Contractor set forth above, that I have personal knowledge of all the information set forth herein, and that all statements representations, and information contained in this affidavit are true and accurate.

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

SAMPLE BID BOND

KNOW ALL MEN THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of
_____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Project Manual for Indiana University
Press Building Roof Replacement, attached hereto and hereby made a part hereof to enter into a contract in
writing, _____ for _____ the

NOW, THEREFORE,

1. If said BID shall be rejected, or
2. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

SECTION IV

AFFIRMATIVE ACTION PLAN REQUIREMENTS

2013

RE: Affirmative Action and Living Wage Ordinance

To Prospective Bidder:

Affirmative Action: All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must ensure that applications are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the **Responsible Bidders Ordinance**, all bidders with the City of Bloomington for public work bids of \$150,000.00 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems, but it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must ensure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, and internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- 1) A workforce breakdown form. You **MUST** submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action Plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute for instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up to date figures.
- 2) An affirmative Action Plan checklist. I will use this checklist to review your Affirmative Action Plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- 3) Two sample Affirmative Action Plan: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an Affirmative Action Plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

Living Wage: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at www.bloomington.in.gov/livingwage or call me. For 2013, the living wage for covered employees is \$11.85 an hour.

If you have any questions, contact me at 812.349.3429 or email me at mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8:00a.m.-5:00p.m.

Thank you,

Barbara E. McKinney
Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION MODEL AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

_____, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry or disability. Our policy of non-discrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

RESPONSIBLE OFFICER

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

PUBLICATION OF POLICY

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- Posting notices on employee bulletin boards
- Including our policy statement and plan in our personnel manual
- Regularly sending out notice of our policy in paycheck envelopes
- Training supervisors to recognize discriminatory practices

We will make potential employees aware of our policy through the following procedures:

- Including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings
- Notifying employment agencies about our commitment
- Sending notice of our policy to unions

IMPLEMENTING OUR POLICY

Our Affirmative Action Plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, or disability.

GRIEVANCE PROCEEDURE

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state, or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Corporate President

Date

AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

Effective Date: _____

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation*	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity*	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
(e.g., recruitment sources, unions)			
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION V

PREVAILING SCALE OF WAGES

COMMON CONSTRUCTION WAGE SCALE

Date: May 28th 2013

City: Bloomington

County: Monroe

Project Description and Scope: City of Bloomington

2nd QUARTER PROJECTS

We the undersigned common construction wage committee, appointed pursuant to Indiana Code 5-16-7 *et seq.*, do hereby fix and determine the following common construction wage scale to apply on the above referenced project.

TYPE OF CONSTRUCTION

- Commercial Building
- Heavy / Highway
- Utility

<u>Classification</u>	<u>Class</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
Asbestos Worker	Skilled	32.34	14.69	47.03
	Semiskilled	18.77	8.37	27.14
	Unskilled	13.71	8.10	21.81
Asbestos Abatement	Skilled	29.90	13.48	43.38
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Boilermakers	Skilled	33.43	22.48	55.91
	Semiskilled	26.74	22.48	49.22
	Unskilled	20.06	22.48	42.54
Bricklayers	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Carpenters	Skilled	27.01	14.65	41.66
	Semiskilled	24.31	11.08	35.39
	Unskilled	21.61	10.92	31.18
Carpet Layers	Skilled	25.75	12.82	38.57
	Semiskilled	23.18	9.56	32.74
	Unskilled	20.60	9.56	30.16
Cement Masons	Skilled	24.50	11.13	35.63
	Semiskilled	19.60	11.13	30.73

	Unskilled	14.70	11.13	25.83
Drywall Finishers	Skilled	24.95	9.81	34.76
Drywall Finishers using automatic	Semiskilled	17.47	8.51	25.98
Tools (Ames, Tape Tech, etc) add	Unskilled	12.48	7.64	20.12
\$1.00 to hourly pay.				
Drywall Installers	Skilled	27.01	14.65	41.66
	Semiskilled	24.31	11.08	35.39
	Unskilled	21.61	10.92	31.18
Electricians	Skilled	33.91	14.07	47.98
	Semiskilled	20.35	10.58	30.93
	Unskilled	15.26	6.01	21.27
Elevator Constructors	Skilled	30.28	12.12	42.40
	Semiskilled	24.22	12.12	36.34
	Unskilled	21.20	12.12	33.32
Glaziers	Skilled	25.86	12.90	38.76
	Semiskilled	18.11	11.10	29.21
	Unskilled	12.93	9.90	22.83
Iron Workers	Skilled	27.90	18.76	46.66
	Semiskilled	22.32	18.76	41.08
	Unskilled	16.74	18.76	35.50
Laborers	Skilled	22.43	11.86	34.29
	Semiskilled	21.93	11.86	33.79
	Unskilled	21.18	11.86	33.04
Laborers / Asbestos Abatement	Skilled	21.93	11.86	33.79
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Millwrights	Skilled	26.34	16.88	43.22
	Semiskilled	23.71	13.31	37.50
	Unskilled	21.07	13.31	34.38
Operating Engineers	Skilled	29.00	14.07	43.07
Class 1 or A	Semiskilled	25.65	14.07	39.72
	Unskilled	21.85	14.07	35.92
Painters / Brush / Roll	Skilled	25.96	9.81	35.77
	Semiskilled	18.57	8.51	27.08
	Unskilled	13.48	7.64	21.12
Painters / Spray / Sandblast	Skilled	25.95	9.81	35.76
	Semiskilled	18.57	8.51	27.08

	Unskilled	13.48	7.64	21.12
Pipefitters & Steamfitters	Skilled	33.64	15.21	48.85
	Semiskilled	21.87	15.21	37.08
	Unskilled	15.81	15.21	31.02
Plasterers	Skilled	25.04	12.59	37.63
	Semiskilled	20.03	12.59	32.62
	Unskilled	15.02	12.59	27.61
Plumbers	Skilled	33.64	15.21	48.85
	Semiskilled	21.87	15.21	37.08
	Unskilled	15.81	15.21	31.02
Pointer / Caulker / Cleaners	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Roofers	Skilled	23.78	8.61	32.39
	Semiskilled	16.65	6.01	22.66
	Unskilled	11.90	2.35	14.25
Sheet Metal Workers	Skilled	32.00	18.88	50.88
	Semiskilled	24.00	17.61	41.61
	Unskilled	16.00	16.15	32.15
Sound & Communication Workers	Skilled	27.56	11.96	39.52
	Semiskilled	23.43	10.89	34.32
	Unskilled	19.84	10.01	29.85
Sprinkler Fitters	Skilled	31.29	12.75	44.04
	Semiskilled	20.34	12.75	33.09
	Unskilled	15.65	6.81	22.46
Stone Masons	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Teamsters	Skilled	25.76	10.30	36.06
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Technical Engineers	Skilled	25.81	7.23	33.04
	Semiskilled	25.93	7.23	33.16
	Unskilled	23.81	7.23	31.04
Tile, Marble Setters	Skilled	28.90	9.56	38.46
	Semiskilled	26.01	9.56	35.57
	Unskilled	13.00	9.56	22.56

Terrazzo Setters	Skilled	29.50	9.66	39.16
	Semiskilled	26.55	9.66	36.21
	Unskilled	13.28	9.66	22.94
Tile, Marble, Terrazzo Finishers	Skilled	19.80	5.86	25.66
	Semiskilled	17.95	5.86	23.81
	Unskilled	12.66	5.86	18.52
Truck Mechanics	Skilled	25.76	10.30	36.06
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

TYPE OF CONSTRUCTION
 COMMERCIAL BUILDING
 HEAVY/HIGHWAY
 UTILITY

<u>Classification</u>	<u>Class</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
Carpenters	Skilled	24.76	15.47	39.79
	Semiskilled	22.28	11.44	33.72
	Unskilled	19.81	11.40	31.21
Electricians	Skilled	33.91	14.07	47.98
	Semiskilled	20.35	10.58	30.93
	Unskilled	15.26	6.01	21.27
Iron Workers	Skilled	27.90	18.76	46.66
	Semiskilled	22.32	18.76	41.08
	Unskilled	16.74	18.76	35.50
Laborers	Skilled	23.62	12.41	36.03
	Semiskilled	22.92	12.41	35.33
	Unskilled	22.62	12.41	35.03
Operating Engineers	Skilled	28.95	15.31	44.26
Class 1 or A	Semiskilled	22.70	15.31	38.01

	Unskilled			
Painters	Skilled	28.10	9.70	37.80
	Semiskilled	24.70	9.70	34.40
	Unskilled	14.20	9.70	23.90
Sprinkler Fitters	Skilled	31.29	12.75	44.04
	Semiskilled	20.34	12.75	33.09
	Unskilled	15.65	6.81	22.46
Teamsters	Skilled	25.76	10.30	36.06
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

TYPE OF CONSTRUCTION:

- () COMMERCIAL BUILDING
 () HEAVY/HIGHWAY
 (X) UTILITY

<u>Classification</u>	<u>Class</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
Asbestos Workers	Skilled	27.83	11.54	39.37
	Semiskilled	20.25	7.48	27.73
	Unskilled	17.72	7.36	25.08
Bricklayers	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Carpenters	Skilled	24.32	14.97	39.29
	Semiskilled	21.89	11.35	33.24
	Unskilled	19.46	11.24	30.70
Electricians	Skilled	31.70	11.91	43.61
	Semiskilled	19.02	9.24	28.26

	Unskilled	15.85	8.58	24.43
Iron Workers	Skilled	27.90	18.76	46.66
	Semiskilled	22.32	18.76	41.08
	Unskilled	16.74	18.76	35.50
Laborers	Skilled	23.82	12.41	36.23
	Semiskilled	23.12	12.41	35.53
	Unskilled	22.82	12.41	35.23
Operating Engineers Class 1 or A	Skilled	28.95	15.31	44.26
	Semiskilled	22.70	15.31	38.01
	Unskilled	21.20	13.91	35.11
Pipefitters & Steamfitters	Skilled	33.64	15.21	48.85
	Semiskilled	21.87	15.21	37.08
	Unskilled	15.81	15.21	31.02
Plumbers	Skilled	33.64	15.21	48.85
	Semiskilled	21.87	15.21	37.08
	Unskilled	15.81	15.21	31.02
Pointer / Caulker / Cleaners	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Sheet Metal Workers	Skilled	32.00	18.88	50.88
	Semiskilled	24.00	17.61	41.61
	Unskilled	16.00	16.15	32.15
Sprinkler Fitters	Skilled	31.29	12.75	44.04
	Semiskilled	20.34	12.75	33.09
	Unskilled	15.65	6.81	22.46
Stone Masons	Skilled	27.24	10.66	37.90
	Semiskilled	20.43	10.66	31.09
	Unskilled	13.62	10.66	24.28
Teamsters	Skilled	25.76	10.30	36.06
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Truck Mechanics	Skilled	25.76	10.30	36.06
	Semiskilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

(ADD CLASSIFICATIONS AS REQUIRED BY PROJECT)

Definitions:

Skilled: An Individual who performs work in a classification listed on the scale of wages. It shall be presumed that an employee is a skilled worker in that classification, and entitled to receive compensation at the skilled rate, unless the worker satisfies all the criteria for being categorized as a semiskilled or unskilled worker.

Semi-skilled: An individual registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. Apprentices are paid pursuant to their individually warranted percentage for the classification of work that they perform as set forth in the apprentice program standards.

Unskilled: An individual with less than twelve months of cumulative experience in the construction trades and who is not registered in a bona fide apprenticeship program.

The above definitions shall not apply to workers in the classification of Laborers.

Apprenticeship Programs:

The Wage Committee determines that the common practice in the county is for contractors to participate in bona fide apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and that the rate of pay for the classifications of labor that participate in such programs is based in part on a percentage of the journeyman’s rate (skilled rate herein) depending on the individual’s progress in the program.

Workers engaged in such an apprenticeship program will be permitted to work at less than the predetermined rate set out above for the work they perform. Such apprentices must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate which is the skilled hourly rate in this wage scale.

Any worker who is not registered or otherwise employed in a bona fide apprenticeship program registered with the U.S Department of Labor, Bureau of Apprenticeship and Training and has twelve or more months of cumulative experience in the construction trades shall be paid at the skilled wage rate on this wage determination for the classification of work actually performed by the worker regardless of how the employer classifies such a worker.

Disputes regarding the appropriate classification of workers and the amounts said workers should be paid may be submitted to the Indiana Department of Labor for investigation

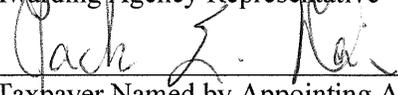


Indiana State AFL-CIO

ABC Representative



Awarding Agency Representative



Taxpayer Named by Appointing Agency

Taxpayer Named by County Legislative Body Date

05-28-2013

SECTION VI

**STATE FORM NO. 96
QUESTIONNAIRE/NON-COLLUSION AFFIDAVIT**



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R / 9-10) / Form 96 (Revised 2010)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner. Contains 4 empty rows.

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

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner. Contains 4 empty rows.

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION VII

GENERAL CONDITIONS

GENERAL CONDITIONS

FOR

CONSTRUCTION

INDEX TO THE ARTICLES OF THE GENERAL CONDITIONS

1. DEFINITIONS
2. EXECUTION OF DOCUMENTS
3. CORRELATION, INTERPRETATION AND INTENT OF DOCUMENTS
4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS
5. BONDS AND INSURANCE
6. CONTRACTOR'S RESPONSIBILITIES
7. WORK BY OTHERS
8. OWNER'S RESPONSIBILITIES
9. ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION
10. CHANGES IN THE WORK
11. CHANGES IN CONTRACT PRICE
12. CHANGE OF CONTRACT TIME
13. LIQUIDATED DAMAGES
14. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.
15. PAYMENTS AND COMPLETION.
16. SUSPENSION OF WORK AND TERMINATION.
17. ARBITRATION.
18. ENVIRONMENTAL REQUIREMENTS.
19. MISCELLANEOUS.

1.00. DEFINITIONS.

The Owner, the Contractor and the Engineer, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.01. ADDENDA.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.
- 1.02. AGREEMENT.** The contractual agreement between the Contractor and the Owner.
- 1.03. APPLICATION FOR PAYMENT.** The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.
- 1.04. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.05. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- 1.06. BOARD.** The City of Bloomington Board of Public Works.
- 1.07. BONDS.** Quote, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.08. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 1.09. CONTRACT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and the Contractor, (2) between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.
- 1.10. CONTRACT DOCUMENTS.** The Agreement, Addenda (whether issued prior to the opening of Quotes or the execution of the Agreement), Change Orders issued by the Owner or Engineer, Invitation to Quote, Instructions to Quoters, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Quote, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the Specifications, Drawings, and Modifications.
- 1.11. CONTRACT PRICE.** The total amount payable to the Contractor under the Contract Documents.
- 1.12. CONTRACT TIME.** The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement. Contract days are NOT to be determined from the usage of the Indiana Department of Transportation (I.N.D.O.T.) Standard Specifications Manual.
- 1.13. CONTRACTOR.** The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.
- 1.14. DAY.** A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.15. DATE OF CONTRACT.** The date written in the first paragraph of the Contract Agreement.

- 1.16. DRAWINGS OR PLANS.** The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.17. ENGINEER.** The City Engineer, person, firm, or corporation named by the Owner “the City of Bloomington”, or the duly authorized agents of the Engineer, acting within the scope of the duties entrusted to them.
- 1.18. FIELD ORDER.** A written order issued by the Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- 1.19. MODIFICATION.** (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Engineer. (d) A written order for a minor change or alteration in the Work issued by the Engineer. A Modification may be issued only after execution of the Agreement.
- 1.20. NOTICE OF AWARD.** The Written notice by the Owner to the apparent successful Quoter stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.21. NOTICE TO PROCEED.** A written notice given to the Contractor by the Owner (with a copy to the Engineer) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.
- 1.22. OWNER.** The City of Bloomington named and designated in the Agreement as “Owner” acting through its Board of Public Works and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the Office of the City Engineer, 401 North Morton, Bloomington, Indiana, 47401.
- 1.23. PROJECT.** The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.
- 1.24. QUOTE.** The offer or proposal of the Quoter submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.25. QUOTER** Any person, firm, or corporation submitting a Quote for the Work.
- 1.26. RESPONSIBLE QUOTER.** One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.
- 1.27. RESPONSIVE QUOTER.** One who has submitted a Quote conforming in all material respects to the Contract Documents.
- 1.28. SHOP DRAWINGS.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- 1.29. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.
- 1.30. SUBCONTRACTOR.** An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material. All Subcontractor’s performing work having a value over \$10,000.00 must be approved prior to performing any work under this contract agreement. Any work performed without prior approval will not be compensated for.
- 1.31. SUBSTANTIAL COMPLETION.** The date as determined by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.

1.32. WORK. Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

1.33. MISCELLANEOUS DEFINITIONS

1.33.1. AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED. The order, directions, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.

1.33.2. REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY. The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

1.33.3. UNDERSTOOD AND AGREED. Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

2.00. EXECUTION OF AGREEMENT.

2.01. EXECUTION OF AGREEMENT. The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.

2.02. DELIVERY OF BONDS. When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.

2.03. COPIES OF DOCUMENTS. The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.

2.04. CONTRACTOR'S PRE-AWARD REPRESENTATIONS. The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.05. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to start active and continuous work on the contract within 15 calendar days after the date of the Notice to Proceed. In **no case** shall work begin prior to the date of the 'Notice to Proceed' unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed.

If a delayed starting date is indicated in the proposal, the 15 calendar day limitation shall be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

2.06. STARTING THE PROJECT. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Engineer shall be notified at least 24 hours in advance of resuming operations.

2.07. BEFORE STARTING CONSTRUCTION. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the Engineer any conflict, error, or discrepancy which he may discover. However, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.08. SUBMISSION OF SCHEDULES. Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Engineer for review, an estimated progress schedule that shall be in 'Critical Path' format and indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The 'Critical Path' schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project.

Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60 days between the notice to proceed and the completion date do not need to submit a progress schedule.

The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Engineer shall be notified at least 3 days in advance of the date on which the work is expected to begin.

Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

3.00. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to Quoters and the description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Engineer shall be notified immediately in

writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

4.00. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.

4.01. AVAILABILITY OF LANDS. The Owner shall furnish, as indicated in the Contract Documents and not later than the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in these General Conditions

4.02. PHYSICAL CONDITIONS; SURVEYS AND REPORTS. Refer to **Instructions to Quoters**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.

4.03. UNFORESEEN PHYSICAL CONDITIONS. The Contractor shall promptly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Engineer and Contractor. If the Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

4.04. REFERENCE POINTS. The Owner shall provide available engineering surveys for construction to establish reference points which in his judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the Owner. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.

5.00. BONDS AND INSURANCE.

5.01. PERFORMANCE, PAYMENT AND OTHER BONDS. The Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to **100%** of the Contract Price, unless otherwise listed in **SPECIAL CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

5.02. TERMINATION OF SURETY. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.

5.03. CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner and Engineer as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Engineer certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Engineer.

6.00. CONTRACTOR'S RESPONSIBILITIES.

6.01. SUPERVISION AND SUPERINTENDENCE. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.02. RESIDENT SUPERINTENDENT. The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

6.03. LABOR, MATERIALS AND EQUIPMENT. The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible

for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Engineer and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may otherwise be required by law. The Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

- 6.04. PATENT FEES AND ROYALTIES.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.05. PERMITS.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his/her Quote. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges necessary for the meter/service connections to place installed devices into working order and placing said service accounts in the name of the City of Bloomington, or their assigned designee.
- 6.06. LAWS AND REGULATIONS.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.
- 6.07. TAXES.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.08. USE OF PREMISES. The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Engineer prior to implementing the closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Engineer by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.09. RECORD DRAWINGS. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.

6.10. SAFETY AND PROTECTION. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- 1) all employees on the Work and other persons who may be affected thereby. This includes ensuring the safety of pedestrians, bicyclist, and motorists who are allowed to access the site during the project.
- 2) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.
- 4) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

6.11. SUPERINTENDENT OF SAFETY. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety. Weekly "Sign and Barricade Reports" are to be submitted by the Superintendent of Safety.

6.12. EMERGENCIES. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore.

6.13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense:

- 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and
- 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of:

- 1) the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or
- 2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

7.00. WORK BY OTHERS.

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise

altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

8.00. OWNER'S RESPONSIBILITIES.

The Owner shall issue all communications to the Contractor through the Engineer.

In case of termination of the employment of the Engineer, the Owner shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such an appointment shall be subject to arbitration.

The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due.

In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

9.00. ENGINEER'S STATUS DURING CONSTRUCTION.

9.01. OWNER'S REPRESENTATIVE. The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Engineer.

9.02. CLARIFICATIONS AND INTERPRETATIONS. The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

9.03. REJECTING DEFECTIVE WORK. The Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Engineer's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

9.04. DECISIONS ON DISAGREEMENTS. The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision, which he will render in writing within a reasonable time.

9.05. ARBITRATION. Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in

accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

9.06. LIMITATIONS ON THE ENGINEER'S RESPONSIBILITIES. Neither the Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

10.00. CHANGES IN THE WORK.

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field Order from the Engineer or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Engineer.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

11.00. CHANGE OF CONTRACT PRICE.

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Engineer or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Engineer and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 2) By mutual acceptance of a lump sum.
- 3) On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

11.01. COST OF THE WORK. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

- 1) Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.
- 2) The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.
- 3) Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Engineer which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the

Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

- 4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.02. SUPPLEMENTAL COSTS include the following:

- 1) The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
- 2) The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.
- 3) Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 4) Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.
- 5) Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.
- 6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.
- 7) The cost of utilities, fuel and sanitary facilities at the site.
- 8) Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 9) The cost of premiums for additional bonds and insurance required because of changes in the Work.

11.03 The term "**COST OF THE WORK**" shall *not* include any of the following:

- 1) Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.
- 2) Expenses of the Contractor's principal and branch offices other than his office at the site.
- 3) Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

- 4) Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).
- 5) Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 6) Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

11.04. CONTRACTOR'S FEE. The Contractor's Fee which includes his overhead and profit shall be determined as follows:

- 1) A mutually acceptable fee; or , if none can be agreed upon,
- 2) A fee based on the following percentages of the various portions of the Cost of the Work:
 - for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Profit shall be ten percent.
 - for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and
 - no fee shall be payable on the basis of costs of special consultants or supplemental costs.

11.05. CREDIT. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

12.00. CHANGE OF CONTRACT TIME.

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Engineer if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT)

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions made herein shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

13.00. LIQUIDATED DAMAGES.

Liquidated damages shall be paid to the Owner in accordance with the Special Conditions if specified therein. If no provision is made in the Special Conditions, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the Owner shall deduct from the amount due the Contractor the sum as indicated on the table below for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that timely completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

SCHEDULE FOR LIQUIDATED DAMAGES FOR EACH DAY OF OVERRUN IN CONTRACT TIME

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$0	\$100,000.00	\$200.00	\$200.00
\$100,000.00	\$500,000.00	\$300.00	\$400.00
\$500,000.00	\$2,000,000.00	\$400.00	\$800.00
\$2,000,000.00	\$7,000,000.00	\$500.00	\$1,500.00
\$7,000,000.00	-----	\$700.00	\$2,000.00

14.00. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

14.01. WARRANTY AND GUARANTEE. The Contractor warrants and guarantees to the Owner and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

14.02. TESTS AND INSPECTIONS. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of his intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice. This timeframe of notification

shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours notice

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

14.03. ACCESS TO WORK. The Engineer and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

14.04. UNCOVERING WORK. If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

14.05. OWNER MAY STOP THE WORK. If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

14.06. CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the Engineer prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

14.07. CORRECTION PERIOD. If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work

removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

14.08. ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.

14.09. NEGLECTED WORK BY THE CONTRACTOR. If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

15.00. PAYMENTS AND COMPLETION.

15.01. APPLICATION FOR PROGRESS PAYMENT. The Contractor may, no more frequently than every two weeks, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Engineer for review and approval.

15.02. CONTRACTOR'S WARRANTY OF TITLE. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

15.03. REVIEW OF APPLICATION FOR PAYMENT. The Contractor shall furnish to the Engineer such detailed information as he may request to aid in the review and approval of such Estimates. The Engineer will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. Retainage shall be withheld from each payment in the amount of 10% of each Application up to 50% completion. At 50% completion further payments shall be made in full to the contractor and no further amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.

- 15.04. FINAL INSPECTION.** When the Work has been substantially completed and at a time mutually agreeable to the Owner, Engineer, and Contractor, the Engineer and Contractor shall make a final walk-through inspection of the Work. The Engineer shall report to the Owner his findings as to the acceptability and completeness of the Work.
- 15.05. APPLICATION FOR FINAL PAYMENT.** Upon written notice from the Engineer that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require.
- 15.06. FINAL PAYMENT.** If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Engineer will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within thirty days of presentation to him of the final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.
- 15.07. CONTRACTOR'S CONTINUING OBLIGATION.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 15.08. WAIVER OF CLAIMS.** The making and acceptance of final payment shall constitute:
- 1) a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
 - 2) a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.
- 16.00. SUSPENSION OF WORK AND TERMINATION.**
- 16.01. OWNER MAY SUSPEND WORK.** The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in these General Conditions.
- 16.02. OWNER MAY TERMINATE.** If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he

disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

- 1) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.
- 2) Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

16.03. CONTRACTOR MAY STOP WORK OR TERMINATE. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Engineer or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days notice to the Owner and Engineer stop the Work until he has been paid all amounts then due.

17.00. ARBITRATION.

Except as otherwise required by the Supplementary Conditions, all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the Engineer. The demand for arbitration shall be made within thirty days after the Engineer has rendered his decision where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

18.00. ENVIRONMENTAL REQUIREMENTS.

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base Quote with work performed by the contractor to ensure that all erosion is contained on site.

- **18.01. WETLANDS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands
- **18.02. FLOODPLAINS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100 year flood plain areas delineated on the latest FEMA Floodplain Maps.
- **18.03. HISTORIC PRESERVATION.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Office (SHPO).
- **18.04. ENDANGERED SPECIES.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.

19.00. MISCELLANEOUS.

19.01. GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.

19.02. COMPUTATION OF TIME. Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist of Monday through Friday excluding Saturday, Sunday, and City of Bloomington observed holidays. The usage of Indiana Department of Transportation (I.N.D.O.T.) standard specifications with regard to time usage or computation does not apply to this contract and therefore is not applicable.

19.03. ADDITIONAL SPECIFICATION REQUIREMENTS. Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications 2014 Edition (or latest edition and supplement at time of Bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current Public Works, or Bloomington Utility Specifications which shall override and supersede INDOT Specifications.

SECTION VIII

SPECIAL CONDITIONS

Special Conditions for BPR 2013-2

SC-1. Contractor shall maintain access for all residents and local business within the limits of the project during construction.

SC-2. Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with regard to all signage and signage placement used during the project for traffic travelling through the project limits.

SC-3. Contractor shall limit his/her operations to within the public right of way, and sod any additional disturbed areas. Contractors using any property outside the public right of way shall have an agreement in writing from each respective property owner and provide that agreement to the City of Bloomington prior to performing any work outside of the public right of way. This includes the parking of any vehicles, equipment or supplies on property that is privately owned. A property release as described within the Specifications shall be obtained from each property owner at the completion of work.

SC-4. Contractor shall construct identified curb ramps per INDOT standards, and shall include the usage of cast iron plates per ADA and ADAAG requirements. Plates shall be trimmed to fit as necessary with all work and material included in the contract bid price.

SC-5. All utility work including the installation of sanitary sewers, the jointing of pipes and the installation of manholes, and castings adjusted to grade shall conform to City of Bloomington Utilities Construction Specifications.

SC-6. Tree Protection: This project requires special and careful consideration to protect trees near the construction. All tree protections identified on the plans shall include the installation of temporary construction fencing at the construction limits and as far from the tree/as close to the trail construction as practicable. No vehicles, equipment, or materials shall be placed within, use, park, or traverse the space protected by fencing, and no work shall be undertaken in each area until noted tree protections are in place. Tree protection shall be erected and maintained throughout construction. If the tree protection boundary is encroached upon at any tree that is intended to remain and is noted for such protection, the Contractor will be required to provide a three-year guarantee for the survival of that tree, and shall be responsible to bear the cost of any ground/root aeration or root growth stimulant treatment that is recommended by the City's Urban Forester. In the event that a tree dies during the warranty period, and, in the sole opinion of the Urban Forester, that construction operations were a contributing factor to its death, the Contractor will be responsible for removing the tree and replacing the tree with five trees of a similar species and caliper as is otherwise required by the project, and at locations as directed by the Urban Forester.

SC-7. The Contractor shall conduct its work in a manner that allows for the continued function and operation of the golf course. Access to the course and its facilities shall be available at all times, including providing temporary paths around construction when it would otherwise block access. Efforts to provide for the safe conveyance of golf course users and maintenance staff through or around active construction is an integral part of the project.

SC-8. Minimizing disturbance to established turf areas in the golf course and lawned park is especially important on the project. The approximate area of anticipated disturbance has been shown on the Plans with the construction limits. The work shall be completed with the smallest impact possible. Any area disturbed by the Contractor's work, including the movement of equipment or storage of materials, shall be restored upon the completion of work. Any turf area which has been damaged or compacted by

equipment movement shall be repaired, topsoil loosened, augmented and regraded, and mulched seeded in conjunction with other seeding work.

SC-9. Identification of the Engineer: In accordance with the insurance requirements for Additional Insureds that are noted in the General Conditions, the following firms are identified as the Engineer:

Eagle Ridge Civil Engineering Services, LLC

Earth Exploration, Inc.

Bledsoe, Riggert & Guerrettaz, Inc.

Weintraut & Associates, Inc.

SC-10. In the preparation of Drawings and Specifications, ENGINEER has relied upon the following reports of explorations and tests of subsurface conditions at the Site: Geotechnical Evaluation; Cascades Trail, Bloomington, Indiana prepared by Earth Exploration, Inc. This report is included in this project manual.

SECTION IX

SAMPLE AGREEMENT

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND

Contractor Name

FOR

BPR 2013-2 Cascades Trail Phase 2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (hereinafter CITY), and Contractor , (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Cascades Trail Phase 2 (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall achieve substantial completion of all work required under this Agreement within seventy-five (75) calendar days from the written Notice to Proceed. Substantial Completion shall mean completion of all rough and fine grading, earthmoving, storm sewers, culverts, sanitary sewers, signage, asphalt and concrete paving work and the initial placement of mulched seeding. CONTRACTOR shall achieve the final completion of ALL work required under this Agreement within ninety (90) calendar days from the written Notice to Proceed unless the onset of winter weather conditions prevent the satisfactory completion of required activities. In this event, an adjustment will be made to a mutually agreeable date in early Spring, 2014.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed xxxxx (\$xxx,xxx.xx). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

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

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

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

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

ARTICLE 4. GENERAL PROVISIONS

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

4.02 Abandonment, Default and Termination

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

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

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

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

4.03 Successors and Assigns

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

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

4.04 Extent of Agreement: Integration

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

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

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

4.05 Insurance

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

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

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

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

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

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

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

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

4.08 Non-Discrimination

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

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

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this

Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

4.09 Workmanship and Quality of Materials

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

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

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

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

4.11 Amendments/Changes

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

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

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

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

4.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Justin Wykoff, Senior Project Manager		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

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

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

4.17 Steel or Foundry Products

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

4.17.02 Domestic Steel products are defined as follows:

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

4.17.03 Domestic Foundry products are defined as follows:

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

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

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

4.18 Verification of Employees' Immigration Status

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

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

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

4.19 No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to

authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor is not engaged in said investment activities.

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

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

DATE: _____

City of Bloomington
Bloomington Redevelopment Commission

BY:

President, Redevelopment Commission

Printed Name

Mark Kruzan, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

BPR 2013-2 Cascades Trail Phase 2

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

Approximately 3,580 feet of paved trail, including over 4,100 square yards of asphalt paving, 300 square yards of uncolored concrete sidewalks, 92 square yards of textured colored concrete paving, 36 square yards of concrete drive pavement and 48 square yards of concrete ADA ramps, each on compacted aggregate base;

Approximately 60' of concrete curb, 1,383' of concrete curb and gutter, and over 400 square yards of concrete and asphalt roadway patching;

All associated earthwork to include linear grading spread over a distance of 3,580', including rough and fine grading with over 2,000 cubic yards of unclassified excavation which is expected to include rock excavation, and including an allowance for up to 250 cubic yards for the removal and replacement of unsuitable subgrade soils found;

Over 900' of various sized storm sewers, inlets, and culvert extensions, and over 300' of sanitary sewer replacement with one new sanitary manhole;

Signage and pavement markings, bollards, 700' of fence resetting, protection of many existing trees and furnishing 30 new trees;

Temporary erosion control measures, maintenance of traffic signage and flagging as needed, and permanent seeding of all disturbed soil areas; and

Other miscellaneous work described within the plans and specifications including clearing, tree removal and compliance of applicable permits, including IDEM Rule 5 Erosion Control Permit.

Attachment C

“PROJECT SCHEDULE”

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

SECTION X
SPECIFICATIONS

SPECIFICATIONS

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SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Description

This project shall include, but is not limited to providing the necessary materials, labor, and equipment to furnish the following in accordance with the Contract Documents:

- Approximately 3,580 feet of paved trail, including over 4,100 square yards of asphalt paving, 300 square yards of uncolored concrete sidewalks, 92 square yards of textured colored concrete paving, 36 square yards of concrete drive pavement and 48 square yards of concrete ADA ramps, each on compacted aggregate base;
- Approximately 60' of concrete curb, 1,383' of concrete curb and gutter, and over 400 square yards of concrete and asphalt roadway patching;
- All associated earthwork to include linear grading spread over a distance of 3,580', including rough and fine grading with over 2,000 cubic yards of unclassified excavation which is expected to include rock excavation, and including an allowance for up to 250 cubic yards for the removal and replacement of unsuitable subgrade soils found;
- Over 900' of various sized storm sewers, inlets, and culvert extensions, and over 300' of sanitary sewer replacement with one new sanitary manhole;
- Signage and pavement markings, bollards, 700' of fence resetting, protection of many existing trees and furnishing 30 new trees;
- Temporary erosion control measures, maintenance of traffic signage and flagging as needed, and permanent seeding of all disturbed soil areas; and
- Other miscellaneous work described within the plans and specifications.

Project is along Club House Drive from the vicinity of the Sycamore Shelter in Lower Cascades Park to the intersection of Club House Drive and Kinser Pike.

B. Measurement and Payment:

Work specified in the drawings, specifications and the contract documents, and other work which may be incidental to the denoted work, shall be included as part of contract lump sum price.

Alternate prices, where designated on the Bid Form, shall be provided.

Supplemental Unit Prices, where designated on the Bid Form, shall be provided.

1.02 DEFINITIONS

- A. CBU Specifications: "City of Bloomington Utilities – Construction Specifications for Wastewater, Water, and Storm Projects". Current edition as of Bid date.

- B. Standard Specifications: "Indiana Department of Transportation (INDOT) Standard Specifications," dated 2012, including supplements effective as of the Bid Date.

1.03 FORM OF SPECIFICATIONS

- A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting "shall," "CONTRACTOR shall," "shall be," and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Except as worded to contrary, perform indicated requirements whether stated imperatively or otherwise.
- B. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Provide Work described and comply with requirements stated unless specifically assigned to other Contractors, Utilities or OWNER.

1.05 USE OF INDOT AND CITY OF BLOOMINGTON STANDARDS

- A. The following work (materials and workmanship) shall be governed by the INDOT Standard Specifications:
 - 1. Common Excavation (Section 203.02)
 - 2. Rock Excavation (Section 203.03)
 - 3. Erosion Control (Section 205)
 - 4. Pavement Subbase (Section 304)
 - 5. Bituminous Paving (Section 402)
 - 6. Concrete Pavement (Section 502)
 - 7. Concrete Sidewalks (Section 604)
 - 8. Curbs (Section 605)
 - 9. Traffic Signs, Barricades (Section 801)
 - 10. Other work not specified in these Technical Specifications or in the plans
- B. The following work (materials and workmanship) shall be governed by the CBU Specifications:
 - 1. Storm Manholes and Inlets
 - 2. Storm Sewer Piping
 - 3. Sanitary Sewers and Manhole

1.06 UTILITY COORDINATION & RELOCATIONS

- A. **DUKE ENERGY:**
 - 1. Duke Energy is expected to move one service pole near the top of the hill on Club House Drive that sits east of the golf course parking lot. Comcast and AT&T are also expected to transfer cables to the new pole, then Duke will remove the existing pole. Duke is expected to complete this work prior to the work under this contract. Contractor will need to verify that

the work has been completed and to contact Duke or other utility representatives if necessary to coordinate their entry into the work area to complete this needed work. Contractor shall not be responsible for this relocation work other than to coordinate if it is not complete prior to their arrival on site.

- C. **Other Utilities:** Buried and pole-mounted utilities are present in other project areas. In all cases, these lines, cables, watermains or other facilities are to be protected and are not to be disturbed. NO UTILITY RELOCATIONS with the exception of the one pole noted above are anticipated with this project.

1.07 CONTRACTOR'S USE OF PREMISES

- A. Contact Indiana Underground and other utility locating services as required by law in the locality of the project.
- B. Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from injury or loss. He shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards. All requirements of the Occupational Safety and Health Act are to be followed explicitly and are the responsibility of the Contractor.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Use areas which are shown as right of way or City-owned property on the Drawings. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine removal operations to areas within limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving the area clear and available to OWNER and public at all times, except as noted on the Plans. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on sites. CONTRACTOR may use closed portions of streets for short-term storage of materials so long as public will not be using the area during construction. Appropriate traffic control measures must be used at all times when lanes are restricted.
- G. CONTRACTOR may park vehicles inside the workzone at their own discretion and as the work allows. OWNER has land along Old SR 37 south of the Softball Fields that CONTRACTOR may use for storage and staging, but at the CONTRACTOR's sole risk. Owner cannot guarantee the security of items placed there by Contractor.

1.08 CONSTRUCTION PHASING AND MAINTENANCE OF TRAFFIC AND ACCESS

- A. Provide for public access to the area during construction.

- B. Provide for necessary utility relocations and allow continuity of utility service.
- C. Flow of vehicular traffic in the street alongside the project area must be maintained except as noted in the Plans. CONTRACTOR must complete work from within the designated work areas.

1.09 EASEMENTS, LICENSES, AND PERMITS

- A. Copies of any permit approvals obtained by the Contractor will be made available to the OWNER.
- B. Obtain Improvement Location Permit if required.
- C. Comply with provisions of easements, licenses, and permits.
- D. Perform construction within existing rights-of-way or within limits of easements and construction licenses.
- E. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas. Comply with requirements of owners or maintaining authorities.
- F. Obtain written approval of restoration from easement and construction license grantors shown on Drawings in the form of a "Property Release" in accordance with the following:

- 1. Notify property owners of restoration completion by certified mail (return receipt requested, with copy to OWNER) similar to following:

"The undersigned CONTRACTOR has completed restoration of construction site on which you have granted easement or license for installation of certain utilities and improvements. If site restoration is not completed to your satisfaction, please contact City of Bloomington Engineering Department, Attn: Justin Wykoff, 401 N. Morton St., Suite 130, Bloomington, Indiana 47404, in writing, and arrangements will be made immediately to view site and restore site in conformance with our Contract obligations.

If City of Bloomington Engineering Department does not hear from you in writing within 5 days from above date, site restoration of your property will be deemed completed and acceptable to you."

(Signature)
(Name of CONTRACTOR)
(Address of CONTRACTOR)

- 2. Complete Work necessary to satisfy terms of Contract.
- 3. Failure of property owner to notify OWNER within 5 days, in accordance with above example, does not relieve CONTRACTOR of any obligations under Contract.
- 4. OWNER will:
 - a. Examine site upon receipt of notice of deficiency.
 - b. Have right to have remaining Work done by contract or force account and deduct cost thereof from moneys due CONTRACTOR should CONTRACTOR refuse to complete restoration Work.

- c. Waive requirement for obtaining statement if satisfied restoration completed in accordance with Contract Documents.

1.10 STAKING

- A. All staking shall be accomplished by, and at the expense of, the CONTRACTOR.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmark before proceeding to layout the work. Locate and protect existing benchmark and control points. Preserve permanent reference points during construction.
- C. ENGINEER will provide electronic files of the site plans to the CONTRACTOR in electronic format to assist them in doing layout work.

1.11 NOTIFICATION

- A. The CONTRACTOR will be responsible for contacting the following at least 48 HOURS PRIOR to beginning Work (including delivery of materials).

	<u>PHONE</u>	<u>FAX</u>
<u> </u> Mayor's Office	349-3406	349-3455
<u> </u> Council Office	349-3409	349-3443
<u>XX</u> Public Works	349-3410	349-3443
<u>XX</u> Utilities Dept.	339-1444	331-5962
<u>XX</u> City Police	349-4477	349-3353
<u> </u> IU Police	855-4111	855-1496
<u>XX</u> Monroe Sheriff	349-2534	349-2828
<u>XX</u> City Fire Dept.	332-9763	
<u> </u> Perry Twp. Fire	334-7026	336-1166
<u>XX</u> Blgtn. Twp. Fire	339-1115	339-1120
<u> </u> Van Buren Fire	825-9500	825-9700
<u>XX</u> Ambulance	336-9894	336-9204
<u> </u> State Highway Dept.	332-1411	332-3368
<u> </u> Ellettsville Sta. #8	876-4819	876-8322
<u> </u> IU President	855-4613	855-9586
<u> </u> Jeff Kaden	855-7030	855-8207
<u>XX</u> City Transit	332-5688	332-3660
<u> </u> IU Campus Bus	855-8384	855-5984
<u>XX</u> MCCSC Busses	330-7719	330-7791
<u>XX</u> Monroe County	349-2555	349-2837
<u>XX</u> Herald-Times	332-4401	331-4383
<u>XX</u> Daily Student	855-0763	855-8009
<u>XX</u> Cable TV	332-9486	330-0107
<u>XX</u> WTTS/WGTC	332-3366	331-4570
<u>XX</u> WBWB	332-9292	336-7000
<u>XX</u> WFIU	855-1357	855-5600
<u>XX</u> Underground Locations	1-800-382-5544	

EMERGENCY

Duke Energy 1-812-337-3035
Vectren 1-800-666-2853

...after hours	1-800-284-4295
AT&T	1-800-480-8088
Dispatch	812-556-3220
Repair	812-556-3000

Additional notices must be given 24 HOURS PRIOR to the day any street is closed or any utility is temporarily out of service.

1.12 PROJECT MEETINGS

- A. If requested by Owner, CONTRACTOR will schedule and conduct a **construction progress meeting every two weeks** for the duration of the project. Owner will designate invitees.

1.13 SALES TAX EXEMPTION

Owner is exempt from sales tax on products permanently incorporated in the work. Obtain sales tax exemption certificate number from the Office of the City Controller, 812) 349-3412. Upon completion of the work, file with the Owner, a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Pay legally assessed penalties for improper use of certificate number

PART 2 PRODUCTS
(Not Used)

PART 3 EXECUTION
(Not Used)

* * * END OF SECTION * * *

SECTION 01250
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Submit Schedule of Values.
- B. Upon request of ENGINEER or OWNER, support values with data.

1.02 REQUIREMENTS FOR SCHEDULE OF VALUES

- A. Provide schedule on 8-1/2 in. by 11 in. paper. CONTRACTOR's standard forms will be considered for approval by ENGINEER upon CONTRACTOR's request.
- B. Identify value of component portions of Work in sufficient detail to serve as basis for computing values for progress payments.
- C. Provide separate listing of items of General Requirements such as bonds, insurance premiums, mobilization, supervision and layout, temporary construction facilities, contingency, construction schedule, O&M data, record drawings, and submittals.
- D. Use CSI format (by Division) to list component items.
- E. For each division, list subvalues of major materials, equipment or work.
- F. For Various Portions of Work:
 - 1. Each item shall include directly proportional amount of CONTRACTOR'S overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down value into:
 - a. Cost of materials, delivered and unloaded, with taxes paid.
 - b. Total installed value including CONTRACTOR'S overhead and profit.
- G. Sum of values listed in schedule shall equal total Contract lump sum.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

Section includes requirements for submittals including schedules, shop drawings, product data, samples, construction videotaping and photographs, schedule of values, and others.

1.02 PROGRESS SCHEDULES

- A. Prepare and submit Construction Progress Schedule in accordance with General Conditions.
- B. **No Work shall be done between 7:00 p.m. and 8:00 a.m., nor on Sundays or holidays without written approval from OWNER. Emergency work may be done without prior permission. Night work will NOT be allowed.**
- C. Prepare schedules in form of horizontal bar (Gantt) chart with a separate horizontal bar for each operation, listed in order of start date.
- D. Schedule:
 - 1. Show complete sequence of work.
 - 2. Show dates for beginning and completion of each major work element. Elements shall include, as applicable, the following:
 - a. Shop Drawing submittal, review by ENGINEER, and return to supplier.
 - b. Material and equipment order, manufacturer, delivery.
 - c. Performance tests and supervisory services activity.
 - d. Sanitary sewer, storm sewer, watermain, and other utility installation.
 - e. Excavation, backfilling, paving.
 - f. Landscaping work
 - g. Subcontractor's items of Work.
 - h. Restoration.
 - i. Final cleanup.
 - j. Miscellaneous items.
- E. Revisions:
 - 1. Every 30 days or as needed to reflect changes in progress.
 - 2. Indicate progress of each activity at date of submittal.
 - 3. Show changes occurring since previous submittal.
 - a. Changes in scope.
 - b. Activities modified since previous submittal.
 - c. Revised projections of progress and completion.
 - 4. Provide narrative report as needed to define following.
 - a. Problem areas, anticipated delays, and impact on schedule.
 - b. Corrective action recommended and its effect.

- c. Effect of changes on schedules of other contractors.

1.03 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit in a timely manner, allowing reasonable review time, so not to delay work by contractor or subcontractor.
- B. CONTRACTOR'S Responsibilities:
 - 1. Review Shop Drawings and product data prior to submittal.
 - 2. Determine and verify following.
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with Specifications.
 - 3. Coordinate each submittal with requirements of Work and Contract Documents.
 - 4. Notify ENGINEER in writing of deviations from requirements of Contract Documents.
 - 5. Begin no fabrication or Work requiring submittals until return of submittals with ENGINEER approval.
 - 6. Designate in Progress Schedule, dates for submittal and receipt of reviewed shop drawings and samples.
- C. Submittals shall contain:
 - 1. Date of submittal and dates of previous submittals.
 - 2. Project name and number.
 - 3. Names of:
 - a. CONTRACTOR.
 - b. Supplier and/or Manufacturer.
 - 4. Identification of product, with identification numbers, and Drawing and Specification section numbers.
 - 5. Field dimensions, clearly identified.
 - 6. Identify details required on Drawings and in Specifications.
 - 7. Show manufacturer and model number, give dimensions, and provide clearances.
 - 8. Relation to adjacent or critical features of Work or materials.
 - 9. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.
 - 11. **8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.**
 - 12. **CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of Work and Contract Documents.**
- D. Resubmittal Requirements:
 - 1. Comply with submittal requirements.
 - 2. Make corrections or changes in submittals required by ENGINEER. Resubmittals required until approved.
 - 3. Identify on transmittal form submittal is resubmission.

4. Shop Drawings and Product Data:
 - a. Revise initial drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes made other than those requested by ENGINEER.
- E. Distribute reproductions of Shop Drawings and copies of product data which carry ENGINEER'S stamp approval to following.
 1. Jobsite file.
 2. Record documents file.
 3. Other affected Contractors.
 4. Subcontractors.
 5. Supplier or fabricator.
- F. ENGINEER'S Duties:
 1. Review submittals in accordance with schedule.
 2. Affix stamp and signature, and indicate approval or requirements for resubmittal.
 3. Return submittals to CONTRACTOR for distribution or for resubmittal.

1.04 TEST RESULTS AND CERTIFICATIONS

- A. Submit test results and certifications required in Specification sections for review of conformance with specified requirements and information.
- B. Submit test results upon completion of test or submittal of results from testing laboratory.

~~1.05 OPERATIONS AND MAINTENANCE DATA (O&M Data)~~

- ~~A. Submit bridge manufacturer's guide for maintenance on the bridge.~~
- ~~B. Submit O&M Data for traffic signal and related equipment.~~

1.06 PRECONSTRUCTION VIDEO AND PICTURE RECORD AND CONSTRUCTION PHOTOGRAPHS

Prior to construction work commencement, prepare a detailed video taping and photographic log of the pre-construction condition of the project site.

1. Prepare a walkthrough video taping of the project area, narrated as necessary to set location. Discuss specific defects noted.
2. Take color photographs of special features, defects or areas of special concern to supplement video taping.
3. Provide OWNER a copy of the videotapes and photographs for their records.
4. After coordination with OWNER and property owners, prepare same survey of buildings that may be impacted. Enter buildings and record condition of spaces.
5. Conduct this survey to the full limits that are to be disturbed, and include face of all buildings nearest or adjacent to this limit.
6. Invite ENGINEER to participate in this pre-construction recording/photography as an additional witness. ENGINEER is an agent of the OWNER.

1.07 GUARANTEE, WARRANTIES, MAINTENANCE AGREEMENTS AND BONDS

- A. Refer to General and Special Conditions for requirements.

1.08 ENGINEER'S ACTION

A. ENGINEER'S Action:

1. General:

- a. ENGINEER will review each submittal, mark with action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR.
- b. ENGINEER will stamp each submittal with action stamp, marked with submittal action.

2. Notification of Insufficient Information:

- a. If information submitted is not sufficient to complete review, ENGINEER will notify CONTRACTOR that additional information is required.
- b. Submittal will not be returned. Submittal will be placed in an "on hold" status until CONTRACTOR provides additional information.

B. Action Stamp:

- 1. Approved: Where submittals are marked as "Approved," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
- 2. Approved As Noted: When submittals are marked as "Approved As Noted," Work covered by submittal may proceed provided it complies with ENGINEER'S notations and with Contract Documents. Acceptance of Work depends on compliance. Resubmittal not required.
- 3. Not Approved: When submittals are marked as "Not Approved," do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents. Prepare new submittal complying with Contract Documents.
- 4. Revise and Resubmit: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress. Revise submittal or prepare new submittal in accordance with ENGINEER'S notations. Resubmit without delay. Repeat if required to obtain different action marking.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows.

1. Construction Progress Schedule:

- a. 2 copies of schedule and each revision.
2. Shop Drawings and Product Data: 5 copies.
3. Test Results: 2 copies.
4. Construction Video and Photos: 1 copy of each.
5. Other Submittals:
 - a. 5 copies if required for review.
 - b. 3 copies if required for record.

*** END OF SECTION ***

SECTION 01400
TESTING LABORATORY SERVICES AND MATERIAL APPROVAL

PART 1 GENERAL

1.01 PERFORMANCE REQUIREMENTS

- A. Employ and pay for services of independent testing laboratory approved by OWNER to perform testing as described in Specifications. Employment of laboratory shall, in no way, relieve CONTRACTOR's obligations to perform Work of Contract.
- B. Related Requirements in Other Parts of Contract Documents: Conduct inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities, Conditions of Contract.
- C. Testing Requirements and Frequency of Tests:
 - 1. The testing and material approval requirements for the work included in the Contract are as follows:
 - a. **Concrete for Pavements, Curbs, Sidewalks and Drives:**
 - 1) Mix Design, Admixtures, Aggregates and Cement – from INDOT pre-approved list and/or certified aggregate producers
 - 2) Liquid Membrane Curing Materials – Type C Certification or INDOT pre-approved list.
 - 3) Per day of concrete pouring, one each air test and slump test.
 - 4) For textured/colored concrete, submit product data for system intended for use. Note that Plans call for Bomanite Systems or an approved equal. Submit color chart for color selection by Owner.
 - b. **Storm Sewer and Sanitary Sewer Pipes and Precast Concrete Structures**
 - 1) From INDOT Certified Precast Concrete Supplier, or provide Type A Certification per INDOT Standard Specifications for other materials.
 - c. **Structural Backfill / Pipe Bedding and other Engineered Fill Materials**
 - 1) Gradation – Material from an INDOT Certified Aggregate Producer, or provide certified material gradation test demonstrating compliance with INDOT material requirements, meeting allowable gradations noted in Section 02300.
 - 2) Density – NOT APPLICABLE.
 - e. **Compacted Aggregate Base**
 - 1) Gradation – Material from an INDOT Certified Aggregate Producer, or provide certified material gradation test demonstrating compliance with INDOT material requirements, meeting allowable gradations noted in Section 02300.

- 2) Density – One density test on each lift of compacted aggregate used as base, at the following frequencies:
 - Drives – 1 per drive
 - Sidewalk – 1 per 500' of sidewalk, minimum 1 per segment
 - Trail – 1 per 500' of trail

f. **Topsoil and Seeding**

- 1) For every source of topsoil to be used on site, **including in-situ materials**, provide certified laboratory test of topsoil in accordance with Section 02900 that identifies soil amendment needed to meet specifications.
- 2) Seed mixture shall come with tag or written certification showing compliance with requirements in the plans.

e. **Earth Fill in Embankment**

- 1) Have testing firm determine proctor and optimal moisture content for suitable soil to be used in embankment, whether from site or off-site.
- 2) Density – One density test on each lift of earth fill used in embankment, taken from random location in each lift.

g. **Asphalt Pavement Materials**

- 1) Source must be a certified producer of HMA materials per INDOT requirements.

h. **Other Materials**

- 1) Where this Section is silent, approval of other materials will be in accordance with other Sections of these Technical Specifications or with the applicable City or INDOT Standard Specifications. This includes sign materials, pavement markings, and miscellaneous materials.

1.02 QUALIFICATION OF LABORATORY

- A. Meet basic requirements of ASTM E329.
- B. Licensed to operate in Indiana.
- C. Testing Equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either National Bureau of Standards or other Accepted values.

1.03 LABORATORY DUTIES

- A. Cooperate with OWNER and CONTRACTOR; provide qualified personnel to perform Work after due Notice to Proceed.
- B. Perform specified inspections, secure samples, and test materials.
 1. Comply with specified standards.
 2. Ascertain compliance of materials with Contract Documents.

- C. Promptly notify OWNER and CONTRACTOR of observed irregularities or deficiencies of Work, equipment or material.
- D. Promptly submit written report of each test and inspection; one copy each to ENGINEER, OWNER, material supplier, and CONTRACTOR, and one copy to record document file. Each report shall include
 - 1. Date issued
 - 2. Project title and number.
 - 3. Testing laboratory name, address, and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Date of test.
 - 7. Identification of product and Specification section.
 - 8. Location of sample or test in Project.
 - 9. Results of tests and compliance with Contract Documents.
 - 10. Interpretation of test results, when requested by ENGINEER.
- E. Perform additional tests as required by OWNER or CONTRACTOR.

1.04 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, alter or enlarge on requirements of Contract Documents.
 - 2. Approve any portion of Work.
 - 3. Perform duties of CONTRACTOR.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Provide to laboratory preliminary design mix proposed to be used for concrete and other material mixes which require control by testing laboratory.
- C. Furnish copies of product test reports.
- D. Furnish incidental labor and facilities.
 - 1. Provide access to Work to be tested.
 - 2. Obtain and handle samples at Project site or at source of product to be tested.
 - 3. Facilitate inspections and tests.
 - 4. Store and cure test samples.
- E. Notify laboratory and OWNER sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- F. Make arrangements with laboratory and pay for additional samples and tests required for CONTRACTOR'S convenience.

- G. Employ and pay for services of testing laboratory to perform additional inspection, and testing required when initial tests indicate Work does not comply with Contract Documents.

* * * END OF SECTION * * *

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL). Term "NRTL" shall be as defined in OSHA Regulation 1910.7. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.
- B. Regulatory Requirements: National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.
- C. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 PRODUCTS

2.01 TEMPORARY ELECTRICITY AND LIGHTING

- A. General:
 - 1. Temporary lighting shall be sufficient to enable CONTRACTOR and Subcontractors to complete Work and enable ENGINEER to observe Work as it is being performed. Illumination shall meet or exceed state code requirements.
- B. Responsibilities:
 - 1. Provide, maintain, and remove temporary electric service facilities.
 - 2. Facilities exposed to weather shall be weatherproof type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
 - 3. Pay for installation of temporary services including poles, transformer charges, and metering. Register temporary meter in CONTRACTOR'S name
 - 4. Arrange with local electric utility for temporary electric service subject to their requirements and approval.
 - 5. Provide and maintain lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.
 - 6. Pay for electrical energy consumed for construction purposes including operation of ventilating equipment for heating of buildings, and for testing and operating of equipment after permanent wiring has been installed, until final acceptance by OWNER.
 - 7. Provide and pay for service to temporary offices.

2.02 TEMPORARY TELEPHONE SERVICE

Ensure a cell phone is available so the OWNER and ENGINEER may contact CONTRACTOR at any time.

2.03 WATER FOR CONSTRUCTION

- A. CONTRACTOR shall make arrangements for water during construction. Water is not available from hydrants unless the Contractor makes its own arrangements with the Water Utility.
- C. Use only special hydrant operating wrenches to open hydrants. Make certain hydrant valve is open full. If hydrants are damaged, CONTRACTOR shall be responsible and shall notify appropriate agency so damage can be repaired as quickly as possible. Fire hydrants shall be completely accessible to Fire Department at all times.

2.04 WATER FOR TESTING

CONTRACTOR shall provide water necessary for testing prior to acceptance of Work, unless specifically stated otherwise in Specifications.

2.05 SANITARY FACILITIES

- A. No sanitary facilities are available on site. **Do not use golf course or park facilities.**
- B. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of OWNER'S, CONTRACTOR'S and Subcontractor's employees.
- C. Maintain in sanitary condition.

2.06 TEMPORARY FIRE PROTECTION

Provide and maintain in working order, minimum of one fire extinguisher on each vehicle or piece of major equipment, and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires by personnel at Project site.

2.07 TEMPORARY SITE AND OTHER ROADS

Maintain public roads used during construction free from accumulations of dirt, mud and construction debris resulting from construction operations. Roads shall be considered "maintained" when material has been removed by a sweeper.

2.08 SECURITY

- A. Security will not be provided by OWNER.
- B. CONTRACTOR shall be responsible for loss or injury to persons or property where Work is involved, and shall provide security and take precautionary measures to protect CONTRACTOR'S and OWNER'S interests.

2.09 TEMPORARY PARKING

- A. There shall be no parking on Project site except within areas that are otherwise unavailable to the public and designated by barricades, drums or workzone fencing. **CONTRACTOR WILL NOT PARK IN DRIVEWAYS, ALLEYS, OR IN SPACES THAT ARE OTHERWISE DESIGNATED FOR LOCAL PUBLIC USE, UNLESS PART OF THE DESIGNATED WORKZONE AND AUTHORIZED BY OWNER.**

2.10 TEMPORARY FENCING

- A. If shown, provide and maintain temporary fencing sufficient to discourage trespass by CONTRACTOR onto private property and by public onto construction site.
- B. Fencing shall be 4' plastic construction fencing mounted on temporary posts.

2.11 PROJECT IDENTIFICATION

Locate any OWNER-provided signs where designated by OWNER.

PART 3 EXECUTION

3.01 GENERAL

Maintain and operate systems to ensure continuous service.

3.02 REMOVAL AND RESTORATION

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or original condition.

3.03 DAMAGE TO EXISTING PROPERTY

- A. CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, pavements, and other existing assets. The Contractor is reminded of the requirement for the collection of a pre-construction video or pictures which may be used to verify that damage existed prior to the Contractor's work on site. Documentation of existing damage is strongly encouraged, to include notification of the Owner or Engineer to ensure the damage is viewed prior to disturbance in the area.

*** END OF SECTION ***

SECTION 01550
ENVIRONMENTAL PROTECTION AND EROSION CONTROL PLAN

Description

This work shall consist of meeting the requirements of the various federal, state and local regulatory agencies that have jurisdiction over the conduct of the work. CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Section includes detailed requirements for the implementation of the Erosion Control Plan.

Erosion Control Plan for this project has been provided in the Plans and may be implemented by Contractor without modification if desired. Contractor shall be responsible for any subsequent changes or deviations from the plan and for ALL activities conducted off-site from the project area.

Construction Requirements

A. GENERAL.

1. CONTRACTOR, in executing Work, shall maintain work areas on and off-site free from environmental pollution that would be in violation of federal, state or local regulations. Contractor must comply with the terms of all permits granted for the project.
2. Observe rules and regulations of City of Bloomington, Monroe County, State of Indiana and agencies of U.S. Government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
3. Provide measures in accordance with approved Erosion Control Plan and any permits received. When an Erosion Control Permit is in place or needed, CONTRACTOR shall assume the responsibilities of the "Operator", as designated by IDEM and shall be responsible for the full implementation and conduct of the Erosion Control Plan that was submitted to and approved by IDEM to satisfy "Rule 5" requirements on behalf of the City. IDEM's Notice of Sufficiency and attachments, if applicable, are hereby incorporated by reference and are a binding part of the work by the CONTRACTOR.
4. Prevent construction material, pavement, concrete, earth, sediments or other debris from entering storm sewers, inlets, manholes or culverts. Make adjustments to erosion control measures based on actual field performance after consultation with Owner. Follow the Erosion Control Plan, modifying it to site conditions and work sequencing if needed to keep work in compliance with applicable state and local requirements.

B. EROSION CONTROL / PROTECTION OF STORM SEWERS & WATERWAYS

1. SEQUENCING / TIMING REQUIREMENTS OF EROSION CONTROL MEASURES:
 - a. Discuss the responsibility for implementation of the Erosion Control Plan at the Preconstruction meeting. Identify Contractor's responsible personnel and contact information.

- b. Provide a phasing plan of the work to identify what measures need to be in place to provide downstream or down slope protection for each phase.
- c. Post applicable permits from all state, local and federal agencies at the site as required.
- d. Construction Temporary Gravel Entrances to site as shown on the Plans. Use these for ingress/egress of implementation of all additional measures.
- e. **Based on Contractor's work area phasing plan, provide erosion control in the following general sequencing:**
 - i. Provide erosion control measures, in place, before commencing work on project site (applies to each work area).
 - ii. Where silt fencing is called for, install it as shown on the plans prior to disturbing upslope areas.
 - iii. Provide straw bale protection to existing culverts prior to ground disturbance upstream of that culvert
 - iv. Topsoil shall be removed from areas of construction and stockpiled in a manner that prevents erosion and loss of materials. Topsoil will be redistributed on the project site prior to final grading and seeding. Excess topsoil is to be hauled off site to an approved clean fill facility by the Contractor.
 - v. When new storm inlets or culverts are installed and in service, place temporary straw bale checks as soon as practicable, but not more than 24 hours after inlet or culvert is placed in service.
 - vi. Install Straw Bale Ditch Checks in ditches and at the upstream end of culverts within 24 hours of rough grading the ditch or installing the culvert.
 - vii. Install permanent Geotextile and Riprap at culverts within 48 hours of pipe installation.
 - viii. Complete temporary or permanent stabilization of slopes greater than 3:1 within 7 calendar days following initial soil disturbance. Stabilize other disturbed or graded areas within 14 calendar days. Permanent stabilization is desirable and shall be installed in these time limits. If permanent seeding cannot be installed, temporary seeding must be installed. Note that no additional payment will be made for Temporary Seeding. Any Temporary Seeding shall be included in the cost of Permanent Seeding.
 - ix. Prior to suspension of construction operations for appreciable lengths of time, the Contractor shall shape the earthwork in a manner that will permit storm runoff with a minimum of erosion. Unless otherwise provided for in the Contract, temporary erosion control measures will not be paid for directly, but will be

considered as a subsidiary obligation of the Contractor covered under the various Contract items of work.

2. MAINTENANCE OF EROSION CONTROL MEASURES
 - a. Maintain and replace erosion control measures as needed during construction. Erosion Control Measures will be inspected and repaired as needed at least once a week and after every rain event. Inspect to verify that erosion and sedimentation are being controlled by the measures in use. Implement more aggressive measures if and where needed after consultation with Owner's representative.
 - b. Maintain erosion control measures until the establishment of permanent, surface stabilization or turf.
 - c. Maintain access to the site at planned construction entrances only. Prevent tracking of mud, stone, dirt and debris onto public roadways. Clean roads as necessary, but inspect at least once daily. Street cleaning will not be paid for directly, but shall be included in the cost of various items of the Contract.
3. OFFSITE POLLUTION PREVENTION PLAN
 - a. The Contractor shall provide the offsite pollution prevention plan that addresses all of the following areas outside of right-of-ways: Utility relocation areas, Material hauling and transportation routes/roads, Borrow pit, Temporary staging and material stockpile areas, Temporary disposal areas for waste materials.
 - b. The offsite pollution prevention plan shall include all applicable maps, drawings and necessary erosion control measures that will be used. **The offsite pollution prevention plan shall be submitted to the Owner and Engineer within 48 hours of receiving notice to proceed.**
4. EROSION CONTROL MATERIAL AND WORKMANSHIP REQUIREMENTS
 - a. Silt Fencing – per INDOT Standard Specifications Sec. 205 and Standard Drawing E205-TECP-02.
 - b. Straw Bale Ditch Checks – INDOT Standard Specifications Sec. 205 and Standard Drawing E205-TECD-02
 - c. Ditch Inlet Protection – Standard Drawing E205-TECI-01, 02 and 03
 - d. Temporary Seeding – INDOT Standard Specifications Sec. 621.06
 - e. Permanent Seeding – INDOT Standard Specifications Sec. 621.
 - f. Riprap, Revetment and Geotextiles - INDOT Standard Specification Sec. 616.
 - g. Erosion Control Blankets - INDOT Standard Specifications Sec. 621.
5. DISPOSAL OF EXCESS EXCAVATED SOILS AND OTHER WASTE MATERIALS
 - a. Excess excavated material not required or not suitable for backfill, and other waste material, shall be disposed of in accordance with local regulatory requirements.

- b. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be taken to a site licensed to receive that material.
 - c. Concrete Washout: Perform washout of concrete trucks offsite or in designated areas only. Do not wash out concrete trucks into storm drains, open ditches, streets or streams. Do not allow excess concrete to be dumped on site, except in designated areas. For on-site washout: locate washout area at least fifty (50) feet from storm drains, open ditches or bodies of water; do not allow runoff from this area by constructing a temporary berm or holding area large enough for liquid and solid waste; wash out wastes into the designated area where the concrete can set and be broken up and then disposed of properly.
6. PROTECTION OF AIR QUALITY
- a. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
 - b. Do not burn trash on construction site.
 - c. If temporary heating devices are necessary for protection of Work, they shall not cause air pollution.
7. USE OF CHEMICALS
- a. Chemicals used or furnished during construction, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall be approved by U.S. EPA or U.S. Department of Agriculture or other applicable regulatory agency.
 - b. Use and disposal of chemicals and residues shall comply with manufacturer's instructions.
8. NOISE CONTROL
- a. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
 - b. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
 - c. Equip gasoline or oil-operated equipment with mufflers on intake and exhaust lines.

- d. Line storage bins and hoppers with material that will deaden sounds.
 - e. Conduct dumping and carrying rock in trucks so to cause minimum noise and dust.
 - f. Route vehicles carrying rock, concrete or other material over such streets as will cause least annoyance to public and do not operate on public streets between hours of 7:00 p.m. and 8:00 a.m. unless approved by OWNER.
9. DUST CONTROL
- a. Due to close geographic location of project to other off-site facilities take special care in maintaining temporary haul routes, OWNER'S existing roads, and public roads used during construction in clean, dust free condition.
 - b. Comply with local environmental regulations for dust control. If CONTRACTOR'S dust control measures are considered inadequate by OWNER, OWNER may require CONTRACTOR to take additional dust control measures.
10. LEAKS AND SPILLS OF FUELS AND LUBRICANTS
- a. Spill Response: In the event of a spill, Contractor shall immediately take action to prevent the spread of contaminants. While it is difficult to predict the nature and size of a spill, typical containment methods may include placing a temporary berm, emergency trench or other feature to stop and hold the contaminants until appropriate cleanup can occur.
 - b. Absorbent pads and excavation of contaminated soils to a licensed waste facility are typical measures needed. Perform any cleanup, including those measures directed by jurisdictional agencies, at no cost to the Owner.
 - c. Contactor will Contact the following agencies as part of the reporting requirements and shall respond and implement any further instructions from these agencies:
 - d. In the event of real or preceived hazard to health or safety, contact immediately: City of Bloomington - Emergency Services 911
Also contact the following within 2 hours:
City of Bloomington – Department of Public Works, MS4 812-349-3410
Indiana Department of Environmental Management 888-233-7745
Indiana Department of Natural Resources - Division of Water 317-232-4160
Monroe County Soil & Water Conservation District – 812-349-2046
 - e. Inspect onsite vehicles and equipment daily at the startup for leaks, and repair immediately. Report spills or leaks from fueling equipment or construction equipment to OWNER and cleanup as required. OWNER may require CONTRACTOR to remove damaged or leaking equipment from Project site.
 - f. Comply with local, state and federal regulations concerning transportation and storage of fuels and lubricants. Properly dispose of used oils, fluids, lubricants

and spill cleanup materials. Do not place used oil in a dumpster or pour into a storm drain or watercourse.

- g. Onsite vehicle and equipment fueling should only be used where it is impractical to send vehicles and equipment offsite for fueling. Drip pans and absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area. Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended. Federal, state, and local requirements should be observed for any stationary above ground storage tanks.
- h. Do not conduct equipment repairs and maintenance on the project site, except as required to mobilize or recover the equipment to make it possible to transport it to an off-site repair facility. If maintenance must occur on site, the area where repairs are to be made must be located away from drainage courses. Drip pans and/or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- i. If any soils are contaminated with fluids during the construction operation, use absorbent pads or other approved method to remove as much of the material as possible, then remove the soil itself. Transport and dispose of such materials by an approved method and dispose of at a facility licensed to receive such materials.

END OF SPECIAL PROVISION

SECTION 01700
PROJECT CLOSEOUT AND RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Maintain at site one record copy of:

1. Drawings.
2. Project Manual.
3. Addenda.
4. Change orders and other modifications to Contract.
5. ENGINEER or OWNER field orders, written instructions, or clarifications.
6. Approved submittals.
7. Field test records.
8. Construction photographs.
9. Associated permits.

1.02 SUBMITTALS

A. At Substantial Completion, CONTRACTOR shall provided one marked up set of record documents to the OWNER.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store record documents and samples in CONTRACTOR'S office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide secure storage space for storage of samples.

B. Maintain documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available for inspection by ENGINEER or OWNER.

D. Failure to properly maintain record documents may be reason to delay a portion of progress payments until records comply with Contract Documents.

3.02 RECORD DOCUMENTS

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Annotate a record set of Drawings and Specifications to show all changes made during construction. Graphically depict changes by modifying or adding to each plan sheet(s) affected by changes.
- C. Record information concurrently with construction progress.
 - 1. Do not conceal Work until required information is recorded.
 - 2. Record changes made by Written Amendment, Field Order, or Change Order.
- D. Drawings and Specifications:
 - 1. Drawings:
 - a. Mark Drawings with horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - c. Field changes.
 - d. Details not on original Drawings.
 - e. Size of equipment and location including connections.
 - 2. Specifications:
 - a. Mark Specification sections to show substantial variations in actual Work performed. Give particular attention to substitutions, selection among options and similar information for work that is concealed or cannot otherwise be readily discerned later by direct observation.
 - b. Note related record drawing information and Product Data.

* * * END OF SECTION * * *

SECTION 02200
SITE PREPARATION

PART 1 – GENERAL

1.01 SUMMARY

Section includes clearing and grubbing of site, stripping topsoil, and removal of miscellaneous surface features.

Contractor shall remove various features from the project area as noted in the plans or as required to complete work noted in the plans.

PART 2 – PRODUCTS

2.01 FENCE

- A. In areas of open excavations and where shown on plans, install a 4' minimum height industry standard plastic construction fence.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Provide notice to owners of utilities minimum 3 working days before starting work. Contact Indiana Underground and other utility locators as required by local law.
- B. Protect existing utilities and surface features indicated to remain. Restore damaged existing utilities and surface features to a condition equal to that prior to construction.
- C. Protect trees, shrubs, and other plants where indicated to remain. Provide fencing no closer than the "dripline" of the trees and shrubs and of sufficient height so features will not be damaged. Maintain protection and allow no access into the dripline area. The dripline requirement may be overridden where a closer limit is shown on the plans.
- D. Do not remove, cut down or trim trees unless indicated on Drawings. Prevent puddling of water around trees and shrubs. Protect dumping of refuse or storage or handling of chemicals near trees.
- E. Prevent dust becoming a nuisance to the public, and to neighbors.
- F. Discourage unauthorized access to the site by the public by erecting and maintaining industry standard fencing. Use fencing, cones and other accepted devices to mark off and warn the public of excavations and other hazards.

3.02 REMOVALS

- A. Remove obstructions such as mounds of dirt, stone or debris in construction limits.

- B. Remove surface features including pavements, curb and gutter, signs, posts, fences, trees, shrubs, landscaping features, and other items as indicated on the drawings.
- C. Conform to requirements of Section 202 of the INDOT Standard Specifications.

3.03 CLEARING AND GRUBBING

- A. Clearing and grubbing shall include cutting and disposal of trees, brush, logs, and other vegetation, and removal and disposal of roots, stumps, stubs, logs and other timber, and other perishable or objectionable matter.
- B. Clear and grub area within limits to be covered with pavements and where grade is to be adjusted.
- C. Grub stumps and roots to a depth of at least 12 in. below the existing ground surface or subgrade, whichever is lower.
- D. Cut interfering tree roots and branches 1 in. or greater in diameter perpendicular to direction of growth on tree side of trench.
- E. Fill depressions caused by clearing and grubbing with satisfactory soil material, unless further excavation is planned.

3.04 STRIPPING TOPSOIL

- A. After the area has been cleared of vegetation, strip the existing topsoil to entire depth in areas where grade is to be adjusted and areas to be covered by structures or paving.
- B. Stripped topsoil shall be free of clay lumps, sand, gravel, vegetation, and debris. **In-situ topsoil intended for reuse shall be tested in accordance with Section 02900.**
- C. Stockpile on site in area clear of new construction and free of vegetation and debris. Store off-site if site does not provide adequate storage space.
- D. Maintain the stockpile in a manner which will not obstruct the flow of drainage.
 - 1. Protect from erosion.
 - 2. Maintain stockpile free from debris and trash.
 - 3. Construct piles to freely drain surface water.
 - 4. Cover piles if necessary to prevent wind-borne dust.
- E. OWNER has first right to excess topsoil not used in Work. Obtain OWNER'S approval before removing any topsoil not required for the work.

3.05 DEMOLITION OF MISCELLANEOUS FEATURES

- A. Demolition includes cutting and breaking out existing concrete and masonry, and removal of equipment, piping, pavement, utilities, structures, and surface features in direct conflict with Work or required to be demolished as shown on Drawings.
- B. Protect utilities, structures, surface features, and facilities which are to remain in-place.

3.05 RESTORATION

- A. Restore areas as shown on the plans, incorporating any changes to the areas as shown.
- B. Restore existing utilities, surface features, landscaping, and structures to a condition equal to or better than that which existed prior to construction in those areas where no new work or features are shown on the plans or where an area outside the construction limits has been damaged or disturbed by the Contractor's activities.

3.06 DISPOSAL

- A. Remove brush, grass, roots, trash, and other material from site. Do not store or permit debris to accumulate on the job site.
- B. Dispose of materials removed by in accordance with applicable regulations.

*** END OF SECTION ***

SECTION 02300
EXCAVATION, TRENCHING, BACKFILL & GRADING

PART 1 – GENERAL

1.01 SUMMARY

- A. Section describes requirement for excavation, filling, and rough and finish grading of the site to the elevations shown on the Drawings and as needed to meet the requirements of the Contract Documents.
- B. Section describes the requirements for excavation and backfilling for structures.

1.02 DEFINITIONS

- A. Influence Zone Under Footings, Foundations, Pavements, or Sidewalks: Area below foundation or pavement or sidewalk subbase bounded by 1 horizontal to 2 vertical slope extending outward from 1-ft beyond outer edge of foundation or pavement or sidewalk subbase.
- B. Influence Zone Under Piping or Electrical Ducts: Area below limits bounded by line 6 in. below pipe or electrical duct and by 1 horizontal to 2 vertical slope extending outward from that line 1-ft beyond outer edge of pipe or duct.
- C. Unsuitable Material: Topsoil, peat, organic soils, and materials containing slag, cinders, foundry sand, debris, and rubble or soil with less than required bearing capacity as determined by ENGINEER.

1.03 SUBMITTALS

- A. Compaction Test Results with certification that results meet Specifications.
- B. One gradation (sieve) analysis for each source of Engineered Fill, Free-Draining Fill, and B-Borrow for Structural Backfill with CONTRACTOR's certification that materials meet specifications..

1.04 QUALITY ASSURANCE

- A. Testing shall be by an independent testing laboratory approved by the OWNER in accordance with INDOT Standard Specifications, this section, and Section 01400.

1.05 UTILITY PROTECTION

- A. Notify owners of above or below ground utilities encountered during excavation, trenching or grading operations.
- B. Cap and remove or relocate services in accordance with instructions of owners of such utilities.

- C. Protect, support, and maintain conduits, wires, pipes or other utilities that are to remain in accordance with requirements of owners of such utilities.

PART 2 – PRODUCTS

2.01 FILL MATERIALS

- A. Engineered Fill:
 - 1. **Materials meeting the requirements of INDOT Standard Coarse Aggregates No. 2, or No. 53 shall be considered to satisfy this specification.**
- B. Free-Draining Fill:
 - 1. **Material meeting requirements for Aggregate for Underdrains in the Standard Specifications will be an acceptable substitute for this material.**
- C. Flowable Fill: Conform to requirements of Section 213 and related materials specifications in the INDOT Standard Specifications.
- D. Pipe Bedding: crushed aggregate meeting requirements for No. 11s or 12s in the Standard Specifications.
- E. Earth Fill: Natural soils free of topsoil, wood, peat, cinders, organic and deleterious matter or other rubbish. Acceptable materials include silt, silty clays and clays, including organic clays and silts of medium to high plasticity and liquid limits. Soil types MH, ML, CH and CL are included in this class.
- F. For areas 5 feet outside of influence zones as defined above, backfill may include the use of earth fill (to the extent shown on the drawings).

2.02 TOPSOIL

- A. Per Section 02900.

2.03 PIPE BEDDING MATERIALS

- A. Subgrade stabilization aggregate, if required, shall be INDOT No. 53 or No. 2 crushed stone.
- B. Pipe bedding material shall be No 11 or No. 12 Crushed Stone per the plans.
- C. Bedding for **manholes** shall be INDOT No. 2 crushed stone.

2.04 SHEETING, SHORING, AND BRACING

- A. Type, design, detail, and installation of sheeting, shoring, and bracing shall be determined by and sole responsibility of CONTRACTOR.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work such as areas loosened by frost or softened by flooding or weather, or existence of unsuitable material. Do not proceed until unsatisfactory conditions are corrected.
- B. Proof-roll with a medium-weight roller and examine surfaces to receive fill and subgrades within influence zone to determine existence of soft areas, areas loosened by frost action or softened by flooding, groundwater or weather or existence of unsuitable materials.

3.02 PREPARATION

- A. Notify utilities, corporations, companies, individuals, or authorities owning above or below ground conduits, wires, pipes or other utilities running to property or encountered during excavating operations. It will be the utility's responsibility to move conflicting utilities unless otherwise indicated by the ENGINEER.
- B. Fill settled areas where excavations or trenches were backfilled and holes made by demolition, tree removal, and site preparation.
- C. Proof roll areas to receive fill material to detect soft or loose zones prior to placing fill. Remove and replace soft or loose zones.
- D. Natural soils or fill softened by frost, flooding or weather shall be removed and replaced.
- E. Remove unsuitable material within influence zone under footings, foundations, pavements, sidewalks, piping or electrical ducts. Remove frozen soils within influence zone. Replace with well-compacted Engineered Fill.
- F. Keep construction site free draining.
- G. Plow, step, or bench slopes steeper than 1v:4h. Disc level surfaces.

3.03 SHEETING, SHORING, AND BRACING

- A. Whenever necessary to prevent caving during excavation and to protect adjacent piping, structures, property, workers, and the public, and where specifically noted herein; excavations shall be sheeted, shored, and braced.
- B. When sheeting, shoring, and bracing is required, install to prevent soil from entering excavation below or through sheeting.
- C. Keep sheeting, shoring, and bracing in place until structure is placed, tested, and backfilled.
- D. Remove sheeting, shoring, and bracing in manner not damaging to structure or permitting voids within backfill. Fill voids with sand or approved material.
- E. Fill settled areas after sheeting, shoring, and bracing has been removed.

3.04 ROCK EXCAVATION

- A. Rock excavation shall be in accordance with Section 203.03 of the Standard Specifications.
- B. Blasting or other use of explosives is NOT allowed.

3.05 DEWATERING

- A. CONTRACTOR shall dewater excavation site prior to trenching or excavation and shall maintain groundwater min. 12 in. below bottom of trench or excavation.
- B. CONTRACTOR is responsible for choosing method of groundwater control.
- C. If CONTRACTOR chooses to use deep wells or well points, wells and well points shall be designed, installed, and operated to prevent removal of in-situ materials.
- D. Keep construction site free-draining. Keep excavations free of water.
- E. Remove soil disturbed by pressure or flow of groundwater.
- F. Maintain dewatering system to prevent uplifting of or damage to structures.
- G. Protect adjacent utilities, structures, and properties from damage resulting from dewatering operations.
- H. Drill, maintain, and abandon dewatering wells in accordance with federal, state, and local ordinances.

3.06 EXCAVATION

- A. Perform excavation to the lines, grades, and elevations indicated and specified herein.
Contractor shall inform the OWNER immediately in the event that soils are suspected to be contaminated by any foreign or potentially hazardous substance.
- B. Method of excavation shall be consistent with soil types encountered and result in undisturbed subgrade. Loosened soils shall be recompacted or removed and replaced.
- C. Excavation of Rock:
 - 1. Where rock, boulders, or similar material is encountered, and cannot be removed or excavated by conventional earth moving or ripping equipment, remove or excavate such material by means which will not endanger buildings or structures on or off the site, and only after consultation and approval by OWNER.
 - 2. Do not use explosives.
- D. Cut ditches and gutters accurately to the cross sections, grades, and elevations shown.
- E. Protect excavated areas from freezing.
- F. Trench Tolerances:

1. Maximum width of trench at top of pipe shall be outside diameter of pipe plus 24 in. When sheeting, shoring, and bracing required, width of trench may be increased, provided provisions for excess trench width are met.
 2. Where trench width below top of pipe exceeds specified limit, CONTRACTOR shall furnish pipe with strength adequate for actual trench width.
 3. Minimum trench width shall be outside diameter of pipe plus 18 in.
 4. Top of concrete encasement for electrical duct or top of conduit shall be minimum of 24-in. below final grade or as shown on Drawings.
- G. Do not excavate within influence zone of existing footings or foundations without prior approval of ENGINEER.
- H. Excavation through Rigid Pavement:
1. Remove pavement min 1 ft beyond anticipated edge of excavation.
 2. Saw cut pavement to ensure straight joint.
 3. Pavement replacement shall match existing.

3.07 FILL USAGE

- A. Engineered: Within influence zone under foundations, pavements, sidewalks, piping or electrical ducts.
- B. Earth: Other areas not previously specified.
- C. Bedding Material:
1. Bedding material shall be placed over the entire width of the trench bottom such that after the pipe has been placed thereon, imbedded to grade and aligned, there remains a 4 inch minimum depth of material below the pipe barrel and a minimum of 4 inches below the bell.
 2. Excavate bell holes so that the entire pipe barrel rests on the bedding.
- D. Cover Material shall be placed to the limits shown on the drawings.
- E. Within pipe trenches under pavements and sidewalks and within piping or electrical duct influence zone, Concrete Class A shall be used.
- F. Free-Draining: Where noted in Drawings. (NOT APPLICABLE)

3.08 PLACING FILL

- A. Notify ENGINEER before placing fill material.
- B. Do not use frozen material or place fill on frozen subgrade.
- C. Do not operate power-operated earth moving equipment closer to foundation walls or other structures than distance equal to $\frac{1}{2}$ height of fill above footing.

- D. Do not backfill until concrete is properly cured and has reached design strength, coatings approved, and required tests accepted.
- E. Place fill against foundation walls enclosing interior spaces after construction such as cross-walls, beams, or slabs are in-place to brace wall and such construction has reached its design strength.
- F. Place fill simultaneously on both sides of free standing structures.
- G. Where pipes or electrical ducts cross, protect piping or ducts at higher elevation by backfilling within influence zone of higher pipe or duct with INDOT B-Borrow.
- H. Where pipes or ducts leave structures, protect by backfilling within influence zone of pipe or duct with INDOT B-Borrow.
- I. Stop backfill at specified grade to allow for placing topsoil or sidewalk or pavement subbase.
- J. Place and compact fill, bedding and cover materials in lift thickness and to densities listed.
Degree of compaction: ASTM D1557, Modified Proctor.
 - 1. Moisture Content: Within 3% of optimum.

Location	Maximum Lift Thickness (in.)	Modified Proctor (%)
Footing, or Foundation Slab Influence Zone	8	96 min
Floor Slab Influence Zone	8	90 min
Sidewalk, Pavement, Piping, or Electrical Duct Influence Zone	8	95 min
Lawn and Landscaped Areas	12	80 min, 90 max

- K. Free-draining fill below tanks and foundations shall be compacted in max 8-in. lifts with min 10-ton smooth vibratory roller. Make a min of 3 passes in each direction. In areas not accessible to roller, compact with equipment acceptable to ENGINEER.
- L. Compaction of ANY fill by flooding is not acceptable.

3.09 ROUGH GRADING

- A. Grade to 4 in. below finished grade in areas to receive topsoil. Cultivate subgrade to depth of 6" where topsoil is to be placed
- B. Grade to bottom of base course in areas to receive sidewalk or paving.
- C. Rough grading, including excavated or filled sections and adjacent transition areas, shall be reasonably smooth, compacted, and free from irregular surface changes.

3.10 FINISH GRADING

- A. Owner or Engineer must approve subgrade prior to the placement of topsoil.
- B. Uniformly grade the areas within limits of grading, including adjacent transition areas, with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
- C. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8 ft, unless adjacent construction will not permit such a transition, or if such a transition would not drain properly.
- D. Grade areas adjacent to buildings or structures to achieve drainage away from the structures, and to prevent ponding.
- E. Maximum allowable variation from design elevation is 1 in. in 10 ft.
- F. Use topsoil in relatively dry state. Place during dry weather.
- G. Fine grade the topsoil, eliminating rough or low areas to ensure positive drainage. Maintain levels, profiles and contours of the subgrade.
- H. Remove stone, roots, grass, weeds, debris and other foreign material while spreading. **All stones over ¾" diameter shall be raked out and removed.**
- I. Manually spread topsoil around trees to prevent damage to root systems. Lightly compact the placed topsoil.

3.11 DISPOSAL OF EXCESS MATERIALS

- A. **OWNER has first right to excess material suitable for backfilling or site grading, not used in Work. Deliver to site as determined by OWNER.**
- B. Remove surplus aggregate, fill and topsoil from site. Dispose of at a location licensed to receive such materials as arranged by CONTRACTOR, in accordance with all applicable federal, state, and local regulations.

3.12 MAINTENANCE

- A. Protection of Newly Graded Areas:
 - 1. Protect newly graded areas from traffic and erosion, keep free of trash and weeds.
 - 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

* * * END OF SECTION * * *

SECTION 02600
STORM AND SANITARY SEWER SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide storm and sanitary sewer system components including inlets, catch basins, manholes, and piping where shown on the Drawings, and as specified herein.
- B. Comply with material and inspection testing requirements as listed in the City of Bloomington Utilities Construction Specifications

1.02 DEFINITIONS

- A. Standard Specifications: INDOT Standard Specifications
- B. Construction Specifications: "City of Bloomington Utilities Construction Specifications for Wastewater, Water and Storm Projects", current edition.

1.03 SUBMITTALS

- A. For pipes, precast manholes, inlets, catch basins; frames and grates:
 - 1. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 2. Manufacturer's recommended installation procedures.
 - 3. Provide certification reports attesting that the materials supplied meet the referenced specifications.
 - 4. Shop Drawings for Concrete manholes showing all components to be installed.
 - 5. Inspection reports or televising results as applicable.
- B. As-Builts:
 - 1. **Provide as-built data for all piping as installed. Note inverts, locations of structures, and routes of piping and structures if different than shown. Provide as required in Section 01700.**

1.04 QUALITY ASSURANCE

- A. Provide inspection of all storm piping, in the form of either inspection by lamping, televising , or visual inspection depending on pipe size in accordance with City Stormwater Standards.

PART 2 - PRODUCTS

2.01 PIPING, MANHOLES, INLETS, CATCH BASINS, FRAMES, GRATES

- A. All materials shall be in accordance with INDOT Standard Specifications

- C. Storm manholes, catch basins, and inlets are called out on the plans using INDOT Standard nomenclature, where standard-sized structures may be used.
- D. Manhole covers shall have the words "STORM SEWER" cast in recessed letters two(2) inches in height.
- E. Inlets shall be marked on top with "DO NOT DUMP – DRAINS TO RIVER" or similar as approved by CBU.

PART 3 - EXECUTION

3.01 TESTING AND INSPECTING

- A. Do not allow or cause any of the work of this Section to be covered up or enclosed until after it has been inspected.
- B. Contractor shall correct any noted deficiencies until the City Utilities has granted approval of the work, and has accepted the storm sewerage system into its inventory, if applicable.
- C. **Provide testing of sanitary sewer and manholes in accordance with City of Bloomington Utilities' Construction Specifications.**
- D. **Notify CBU Inspector a minimum of 24 hours in advance of any storm or sanitary sewer installations.**

* * * END OF SECTION * * *

SECTION 02700
CONCRETE CURBS, GUTTERS, SIDEWALKS AND RAMPS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section describes requirements for cast-in-place concrete curbs, curb and gutter, curb turnouts, sidewalks, curb ramps and related miscellaneous concrete. **Section also lists the requirements for Detectable Warning Plates that are to be installed in curb ramps.**

1.02 DEFINITIONS

INDOT Specs: Indiana Department of Transportation Standard Specifications, current edition.

1.03 QUALITY ASSURANCE

- A. Concrete testing shall be as specified in Section 01400.

PART 2 - PRODUCTS

2.01 FORMS

- A. Forms shall conform to the requirements of Sections 604.03(b) and 605.04(b) of the Standards Specifications.

2.02 REINFORCEMENT

- A. For curbs: Not applicable.
- B. For sidewalks and ramps: Reinforcing shall be polypropylene fibers from Fiber Mesh, Inc., or equal Section 910.01 of the INDOT Specs.
- C. Welded wire fabric shall not be used.

2.03 CONCRETE

- A. Concrete: Portland Cement Concrete shall be Class "A" concrete, conforming to Section 702 of the INDOT Specs and the requirements of this section. Provide concrete with the compressive strength of at least 4000 psi (tested in accordance with ASTM C 39 for 28 day compressive strength) unless noted otherwise.
- B. Curbs and gutters shall be in accordance with the cross-section shown on the plans.
- C. Unless otherwise shown on the Drawings, sidewalks and curb ramps shall be a minimum of 4 inches thick, except at driveway crossings, where sidewalks shall be a minimum of 6 inches thick.

2.04 BASE MATERIAL

- A. Base Material: Base material shall conform to Section 904.02 of the INDOT Specs for #53 Crushed Stone.

2.05 OTHER MATERIALS

A. Curing Compounds:

- 1. Curing materials and methods shall meet the requirements of Section 912 of the INDOT Specs.

B. Preformed Expansion Joint Material:

- 1. Shall meet the requirements of ASTM D 1751.
- 2. Shall be 1/2" thick and premolded.
- 3. Shall be in accordance with the cross-section of the curb and gutter, or sidewalks on the plans.

C. Joint Sealant:

Self-leveling polyurethane sealant: Sonneborn's "Sonelastic SLI" ASTM C-920, Type S, Grade P, Class 25, Limestone color, or equal.

D. Detectable Warning Plates shall be cast iron.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Existing curb or sidewalk which is to remain in place is to be sawcut at a joint nearest the construction limits prior to any adjacent removals.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 BASE COURSE

- A. Prepare in accordance with Standard Specifications.

3.03. MIXING CONCRETE

- A. Preparation and mixing of concrete shall be in accordance with Sections 702 for Class A concrete of the INDOT Specs.

3.04 PLACING CONCRETE

- A. Placing of concrete shall be in accordance with Sections 604.03 and 605.04 of the Standard Specifications.

3.05 CONSOLIDATION

- A. Consolidation and vibration of concrete shall be in accordance with Section 702.20 (b) of the Standard Specifications.

3.06 CONCRETE FINISHING

- A. Finishing of concrete curbs (or curbs and gutters) shall be in accordance with Section 702.21 of the Standard Specifications.
- B. Install Detectable Warning Plates in the concrete prior to finishing per manufacturer's specifications.

3.07 PROTECTION FROM FREEZING

- A. Concrete placed when the atmospheric temperature is 35°F, or is expected to drop below 35°F during the curing period, shall conform to the provisions of Section 702.11 of the INDOT Specs.

3.08 REMEDIAL WORK

- A. Repair or replace deficient work as directed by the ENGINEER and at no additional cost to the OWNER.

* * * END OF SECTION * * *

SECTION 02900
LANDSCAPING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparing ground surface.
2. Mulched Seeding
3. Sodding
4. Fertilizer
5. Mulch
6. Maintenance

B. **All areas not paved are to be mulch-seeded or sodded as noted on plans, unless noted otherwise.**

1.02 SUBMITTALS

- A. Test Results: Topsoil test results including fertilizer and lime requirements for each source of topsoil.
- B. Product Data:
1. Seed: Product tag or manufacturer specification providing complete composition breakdown.
 3. Fertilizer: Product tag or manufacturer specification providing complete composition.
 4. Mulch: Manufacturer sheet providing complete composition of mulch.
 5. Mulch binder: Product specification and written application instructions.

1.03 QUALITY ASSURANCE

- A. Seed: Conform to U.S. Department of Agriculture Rules and Regulations under Federal Seed Act and requirements of state seed laws.
- B. CONTRACTOR shall engage certified soils testing laboratory to perform a soils evaluation of existing and/or imported topsoil to determine fertilizer and lime requirements. Provide a minimum of 1 composite soil sample, consisting of 3 test borings, for every 5 acres to be seeded or sodded.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Provide seed mixture in sealed containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer to site in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.05 WARRANTY

- A. Warranty lawn areas for period of 1 yr after acceptance of seeding and sodding to be alive and in satisfactory growth at end of warranty period.
- B. For purpose of establishing acceptable standard, scattered bare spots, none larger than 1 sq ft, will be allowed up to a max of 3% of lawn area.

PART 2 – PRODUCTS

2.01 TOPSOIL

- A. Obtain topsoil from in-situ source, or provide imported topsoil obtained from sources outside the project limits, or from both sources. Stockpiled topsoil shall be screened to meet specified requirements.
- B. Contractor shall engage a certified testing laboratory to test all stockpiled or imported topsoil to ensure it meets above requirements. Also have laboratory determine fertilizer and lime requirements.
- C. Topsoil for lawn areas: Friable loam with minimal amounts of clay and free of subsoil, roots, grass, weeds, stones, debris and foreign matter, a pH range of 5.9 to 7.0 and containing a minimum of 6% and a maximum of 25% organic matter.

2.02 SEED

- A. Seed Mixes: Fresh, recleaned, new crop seed in specified varieties and proportions indicated on the plans.

2.03 SOD

- A. Not used

2.04 FERTILIZER

- A. Commercial balanced, uniform in composition, free flowing, conforming to state and federal laws.
- B. Contain percentage by weight as follows, or as modified by topsoil test recommendations.
 - 1. Prior to seeding or sodding: 6-24-24.
 - 2. After seeding or sodding: 18-5-9.
- C. 50% of elements shall be derived from organic sources.

2.05 LIME

- A. Ground Limestone containing not less than 85% of total carbonates and ground so that 50% will pass through a 100-mesh sieve and 90% through a 20-mesh sieve.

2.06 ACCESSORIES

- A. Mulch: Dry oat or wheat straw or wood cellulose fiber free of weeds and foreign matter detrimental to plant life. Hay or chopped corn stacks are not acceptable.
- B. Water: Furnished by CONTRACTOR. Provide pumps, tankage, hose, piping, and attachments as required to bring water to point of use.
- C. Erosion Control Blanket: Open weave jute matting or synthetic netting interwoven with wood excelsior fiber.
 - 1. Roll type, consistent thickness with even fiber distribution over entire area.
 - 2. Approximately 1 in. sq mesh, nominal weight 1 lb/sq yd.
- D. Hydro Binder for mulch on mulched-seeding: Commercially produced, mulch binder in accordance with all applicable State and Federal regulations.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PLANTING SEASONS

- A. Spring Planting Season: From time soil can be satisfactorily worked until following dates.
Seed: April 15 to May 30.
- B. Fall Planting Season:

Seed: August 15 to September 30, or as deemed acceptable in advance by Owner.
- C. Perform planting of seed only when weather conditions and soil conditions are acceptable.
- D. Planting season limits may be changed when approved by ENGINEER.

3.03 PREPARATION

- A. Finish grading will be performed under Section 02300.
- B. Do not plant seed until trees, shrubs, and other landscaping completed.
- C. Scarify existing topsoil where grade is not being raised, or where topsoil is over compacted, to depth of 2 in.
- D. For topsoil with high acidity, add lime as recommended in topsoil test report.
- E. Grade, rake, and roll with roller weighing not more than 100 lbs/ft or less than 25 lbs/ft.

F. Maximum variation from correct elevation is 1/2 in. in 10 ft.

G. **Owner must approve final grading prior to commencement of seeding operations.**

3.04 FERTILIZING

A. Before seeding, apply fertilizer at uniform rate. Make 2 passes at right angles. Incorporate fertilizer into soil to depth of at least 2 inches by discing, harrowing, or other approved method.

B. After completion of required interim mowings, apply fertilizer. Make 2 passes at right angles.

C. Adjust rate of application and type of fertilizer as recommended in topsoil test report.

D. Lightly water to aid dissipation of fertilizer.

3.05 SEEDING

A. Apply seed at a total rate of not less than 8 lbs/1000 sq ft. Make 2 passes at right angles.

B. Seeding method shall establish smooth, uniform turf.

C. Cover seed with 1/8 in. of soil by light raking.

D. Do not seed following rain, if soil has been compacted by rain, or if ground is too dry.

E. Do not seed when wind velocity exceeds 6 mph.

F. Do not seed areas in excess of that which can be mulched on same day.

G. Immediately after seeding, apply mulch to flat areas and erosion control blanket to slopes.

H. Place mulch loose to allow some sunlight to penetrate and air to circulate, but thick enough to shade ground, conserve soil moisture, and prevent erosion.

I. In all areas not receiving blankets, apply hydro binder material to mulch in accordance with manufacturer's specifications.

J. Butt ends and edges of erosion control blanket snugly and staple to ground surface with 6 in. staples.

K. Apply water with fine spray immediately after area has been mulched or application of erosion control blanket. Leave area thoroughly soaked at close of each working day.

3.06 LAYING SOD

A. Not used

3.07 PROTECTION

- A. Protect turf areas by erecting temporary fences, barriers, signs, and similar protection as necessary to prevent trampling until acceptance by OWNER.
- B. Replace, repair, restake, or replant damaged seeding or sod.
- C. Protect slopes and embankments against erosion until Work is accepted. Repair eroded areas by refilling, resodding, reseeding, and mulching as required.

3.08 FIELD QUALITY CONTROL

- A. Acceptance:
 - 1. Notify ENGINEER when lawn areas are ready for final inspection.
 - 2. Substantial completion will be granted upon conformance with the following;
 - a. Turf reasonable free from weeds, diseases or other visible imperfections.
 - b. Turf displays uniform color, quality and coverage.
 - c. Min 3 mowings performed.
 - d. Fertilizer application performed after mowing.
 - 3. Until acceptance by OWNER, CONTRACTOR will be responsible for maintenance.

3.09 MAINTENANCE

- A. Maintain pedestrian barriers to protect newly seeded or sodded areas from traffic. Maintenance shall begin immediately following installation of each portion of lawn. Continue until acceptance.
- B. Reapply mulch and hydro binder to mulch if it becomes dislodged prior to adequate growth.
- C. Maintain lawns by watering, mowing, and repairing or replanting as may be necessary to produce uniform stand of grass until Work accepted.
- D. Perform first mowing when average height of grass reaches 3 in. Perform interim mowings, 2 minimum, as needed to maintain grass height at 2 to 2-1/2 in. Do not remove more than 1/3 of leaf blade by mowing.
- E. After completion of required interim mowings, apply 18-5-9 fertilizer as specified herein.
- F. Control weed growth. Apply herbicide in accordance with manufacturer's instructions.

*** END OF SECTION ***

SECTION XI

GEOTECHNICAL DATA

GEOTECHNICAL EVALUATION

**CASCADES TRAIL
BLOOMINGTON, INDIANA**

Prepared for

**EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC
1321 LAUREL OAK DRIVE
AVON, INDIANA 46123**

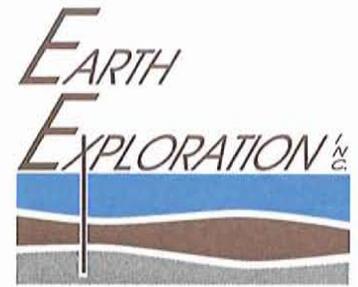
By

**EARTH EXPLORATION, INC.
7770 WEST NEW YORK STREET
INDIANAPOLIS, INDIANA 46214-2988**

September 10, 2010

September 10, 2010

Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123



▶ 7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250
4310-C Technology Drive
South Bend, IN 46628
574-233-6820 (FAX) 574-233-8242

Re: Geotechnical Evaluation
Cascades Trail
Bloomington, Indiana
EEI Project No. 1-09-035

Dear Mr. Ridgway:

We are pleased to submit our geotechnical evaluation for the above-referenced project. This report presents the results of our subsurface exploratory program and provides geotechnical recommendations related to the planned trail. As you are aware, the initial work for this project was authorized by you on March 17, 2009, via an electronic correspondence, and the supplemental work was formally authorized on June 8, 2010, via acceptance of a supplemental agreement. The work has been performed in general accordance with Earth Exploration, Inc. (EEI) Proposal Nos. P1-09-080 and P1-09-080.1. Based on INDOT (Indiana Department of Transportation) LPA Guidance Document (2009), it is our understanding that this geotechnical evaluation will be forwarded to INDOT Office of Geotechnical Engineering during the submission of the final tracings.

The opinions and recommendations submitted in this report are based, in part, on our interpretation of the subsurface information revealed at the exploratory locations as indicated on an attached plan. Understandably, this report does not reflect variations in subsurface conditions between or beyond these locations. Therefore, variations in these conditions can be expected, and fluctuation of the groundwater levels will occur with time. Other important limitations of this report are discussed in Appendix A.

PROJECT DESCRIPTION

We understand that representatives of the city of Bloomington, in assistance with federal funds, are planning to construct a pedestrian / bicycle trail in the Cascades Park and Griffy Lake areas. Based on preliminary plans, construction of the trail is anticipated to include approximately 20,000 lin. ft (3.8 mi) of new trail (with several areas of rock cut) and five single-span pedestrian bridges. From our understanding, the new bridges are anticipated to consist of single-span steel-truss structures established on spread or deep foundation schemes and are planned to be about 20 to 90 ft in length. The earth cuts are planned to be up to 25 ft in depth, and the sideslopes are planned to be 1 Horizontal to 2 Vertical (1H:2V) and maximum earth fills are planned to be about 6 ft.

No other information, such as bridge loads and construction schedule, is known at this time. In the event that the nature, design or location of the proposed construction changes, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions are modified or confirmed in writing.

FIELD EXPLORATION AND LABORATORY TESTING

Exploratory field activities were performed by Earth Exploration, Inc. (EEI) during the period of April 20 through 23, 2009, for the initial scope of work and during July 20 through 22, 2010, for the supplemental work. Our initial field activities included performing ten test borings (designated B-1 through B-10) and five soundings (designated S-1 through S-5) in addition to making site observations in the areas of earth cut. The supplemental field activities included 30 additional test borings (designated B-11 through B-40). The number, location, and depth of the borings were selected by EEI based on discussions with Eagle Ridge Civil Engineering Services, LLC (ERCES) and an understanding of their expectations. The exploratory locations were identified in the field by EEI personnel referencing site features shown on plans made available at that time. Ground surface elevations at the exploratory locations were identified by others. The exploratory locations and elevations should be considered accurate only to the degree implied by the methods used.

The test boring and sounding activities (with the exception of Sounding S-4) were performed using hollow stem augers to advance the boreholes. Representative samples of the soil conditions using Standard Penetration Test (SPT) procedures (AASHTO T 206) were obtained at predetermined intervals. In addition, rock samples were collected using diamond core drilling (i.e., NX size AASHTO T 225) techniques. After obtaining final groundwater observations, each borehole was backfilled with auger cuttings, and a bentonite chip plug was placed near the surface. In addition, a concrete patch was placed at the surface of the borings performed within the existing roadways. Additional details of the drilling and sampling procedures are provided in Appendix B.

Following the exploratory activities, the soil and rock samples were visually classified by an EEI engineering technician and later reviewed by an EEI geotechnical engineer. After visually classifying the soils, representative samples were selected and submitted for laboratory testing. These tests included: natural moisture content ($W\%$; AASHTO T 265); grain size analysis (AASHTO T 88); Atterberg limits ($LL\%$, $PL\%$, and $PI\%$; AASHTO T 89 and T 90); soil pH; and hand penetrometer readings (q_p). In addition, unconfined compressive strength tests (q_u , AASHTO T 208) were performed on representative rock samples. The results of the tests are provided on the boring logs in Appendix C and/or respective summary sheets in Appendix D. For your information, soil descriptions on the boring logs are in general accordance with the AASHTO system [AASHTO designation, e.g., A-7-6(32)] and the INDOT Standard Specifications (ISS¹) (textural classification,

¹ References the Indiana Department of Transportation (INDOT) Standard Specifications, 2010 Edition.

e.g., clay). The final boring logs represent our interpretation of the individual samples and field logs, and results of the laboratory tests. The stratification lines on the boring logs represent the approximate boundary between soil/rock types; although, the transitions may actually be gradual.

SITE CONDITIONS

Soil and Rock Conditions

In general, the subsurface conditions mainly consisted of cohesive soil (i.e., clay, silty clay loam, silty clay, loam, and silty loam) underlain by rock (limestone and shale) at depths of 3 to 10 ft (Elevation 612½ to 729) in the southern and western portion of the alignment and at depths of greater than 15 ft (Elevation 573½ to 580) in the northern portion of the alignment. Note that due to the characteristics of shale, it is difficult to determine the weathered rock/rock interface and, therefore, the depths should be considered approximate. It should be noted that cohesive (i.e., clay, silty loam, and clay loam) and granular (sandy loam and silt) soil fill was encountered at the boring locations typically to depths of about 1½ to 6 ft (Elevation 595 to 735½) below the existing ground surface. In addition, naturally occurring granular layers (sandy loam and sand and gravel) were observed within the cohesive soils at three boring location. Furthermore, asphaltic concrete or Portland cement concrete (at the location of Boring B-28) was encountered at the surface to depths of about 4 to 12 in. (averaging 8 in.) or topsoil to depths of about 2 to 6 in.

From our observations, the consistency of the silty clay and clay (naturally occurring and soil fill) was medium stiff to very stiff based on N-value criteria established by INDOT. Hand penetrometer readings typically ranged from 1½ to more than 4½ tons/sq ft (tsf), and moisture contents were generally on the order of about 21 to 38 percent (averaging 26 percent). For your information, the moisture content is directly related to the shear strength characteristics of cohesive soils, i.e., as the moisture content increases the strength decreases. The relative density of the silt, sand and gravel, and sandy loam (naturally occurring and soil fill) was typically medium dense with SPT N-values generally ranging from 11 to 27 blows/ft (bpf), averaging 16 bpf. The consistency of the silty clay loam, silty loam, loam, and clay loam was very soft to stiff based on N-value criteria. Hand penetrometer readings typically ranged from ¼ to 2½ tsf (averaging 1¼ tsf); and moisture contents were on the order of about 18 to 32 percent (averaging 26 percent). However, very soft conditions were noted within the silty clay loam, silty loam, and loam at the locations of Borings B-27 (from a depth of 6 to 10 ft), B-28 (near a depth of 9 ft), B-30 (near a depth of 4 and 9 ft), B-31 (near a depth of 7 ft), B-35 (near a depth of 4 ft), and B-36 (near a depth of 2 ft). Furthermore, the cohesive soils were observed with numerous cobbles and boulders, particularly near the bedrock surface.

The underlying bedrock at the location of Borings B-1, B-2, B-3, B-12, B-13, B-14, B-15, B-22, B-23, B-32, and B-38 consisted of limestone, and shale was observed at the location of Borings B-16 through B-21. Both the limestone and shale were observed to be slightly fractured to

fractured, and RQD (rock quality designation) values were measured to be in the range of 13 to 97 percent, indicating poor to excellent quality. Refer to the Log of Test Boring and Summary of Soundings in Appendix C for additional information.

It should be noted that the project lies in an area of known karstic topography resulting from the solutioning of the underlying limestone. However, an evaluation of the presence of karstic features such as sinkholes, crevices or caverns was not included in our scope. In areas of karst, it is also important to recognize that the bedrock surface can vary significantly and abruptly over very short distances (e.g., pinnacles and crevices).

Groundwater Conditions

Groundwater level observations were made during and up to 24 hrs after completion of the exploratory activities and are shown at the bottom of the logs. In general, groundwater was observed at the locations of Borings B-8 through B-10 (i.e., at the bridge locations in the northern portion of the project) at depths of 3 to 6 ft below the existing surface (near Elevation 586 to 589), B-25 at a depth of about 5 to 6 ft (Elevation 604 to 605½), and B-27 at a depth of about 4½ to 6 ft (Elevation 596½ to 598). Groundwater was typically not observed at the other exploratory locations within the timeframe of our field activities; however, groundwater is anticipated to be present especially near the soil/bedrock interface. It should be recognized that groundwater levels of any kind can fluctuate due to changes in precipitation, infiltration, surface run-off, the level of nearby creeks, and other hydrogeological factors.

DISCUSSION AND RECOMMENDATIONS

Bridge Foundations

Based on the results of our field and laboratory observations, we recommend that support of the pedestrian bridges include shallow or deep foundation elements depending on the depth to rock. The following table provides a summary of the recommended foundation types for each bridge.

Table 1. Summary of Recommended Foundation Type at Bridge Locations			
Bridge Number / Exploratory Locations	Average Bridge Deck El.	Recommended Foundation Type	Anticipated Subgrade/Tip El.
Bridge No. 1 / B-3 & S-1	670	Spread Foundation	663 to 665
Bridge No. 2 / B-5 & S-2	640½	Spread Foundation	634 to 635
Bridge No. 3 / B-6 & S-3	631	Spread Foundation	620 to 625
Bridge No. 4 / B-8 & B-9	598½	Driven Pile Foundation	572 to 573
Bridge No. 5 / B-10 & S-5	597	Driven Pile Foundation	579

Trail Considerations

Subgrade Considerations

We recommend that in all areas to receive pavement components, all topsoil, wet or soft near-surface soils, tree roots (grubbing), and existing pavement components be removed from within the construction limits. In addition, we recommend that existing underground utilities be appropriately relocated. Where utilities are relocated, we also recommend that the resulting excavations be backfilled with "B" borrow in accordance with Section 203.09 of the ISS. In addition, if rubble fill is encountered (possibly associated with previous/historic construction or roadway improvements), it should be completely removed and replaced as stated above. Furthermore, we do not recommend that the existing concrete pavement be rubblized in place considering that if rubblized it may "pool" water and soften the underlying cohesive subgrade soils.

After removal and where feasible, we recommend that exposed soils in pavement areas and areas to receive fill be proof-rolled in accordance with the ISS, Section 203.26. Where encountered, we recommend that softer soils (such as those mentioned earlier), or otherwise unstable soils encountered during the proof-rolling operations which will not readily compact, be aerated (if feasible) to reduce the moisture content and be recompacted. However, if construction takes place during fall, winter or early spring, reducing the moisture content may be difficult if not impossible to achieve. If adverse weather conditions exist or if the underlying subgrade begins to "pump," other means of stabilization such as undercutting and replacement with granular fill (e.g., "B" Borrow), possibly in conjunction with a geogrid, or lime modification may be required. However, based on our experience, it is typically more economical, particularly in the Bloomington area, to improve isolated soft areas via the use of a layer of open-graded stone (i.e., INDOT No. 2 crushed aggregate) worked into the subgrade where grades permit. In some areas, improvement of the subgrade could consist of the placement of the rock excavated from the cut areas (as discussed later), particularly since we anticipate fill will be required to establish the profile of the trail. Where excavated rock is used as fill, maximum particle sizes should be limited to 12 in., and effort should be made by the contractor to minimize the presence of void spaces in the fill (i.e., compact the fill).

Additionally, where granular soils are encountered; they should be adequately compacted to densify the loose soils and those soils loosened during the excavation process. The final decision regarding stabilization should be made at the time of construction, based on the observed actual conditions. In addition, it is recommended that a line item for lime modification with an undistributed quantity be included in the contract documents. Furthermore, due to possibility of soft cohesive soils (as mentioned previously), we recommend that an undistributed quantity be included in the contract that is equal to 20 percent of the subgrade area (can be used if needed).

Earth Cut and Fill Considerations

The maximum earth cut and fill placement on the project (outside of rock cut areas as discussed later) is anticipated to be less than 6 ft, as mentioned previously. Based on the information obtained at the roadway boring locations, we anticipate that medium stiff to stiff cohesive soils or loose to medium dense granular soils will be encountered in subgrade areas of cut and fill placement for roadway/trail improvements. In these areas, standard embankment construction practices outlined in the ISS should provide an adequate subgrade for embankment construction. We recommend that where unstable or soft soils are encountered during the fill placement operations which will not readily compact, be stabilized in-place or removed and replaced possibly in combination with a biaxial geo-grid (as mentioned previously). If removal and replacement is needed in soft soils, we recommend a minimum removal depth of 3 ft and replacement with "B" Borrow in accordance with ISS.

We recommend that engineered fill used to raise grades or backfill of undercut areas be placed in loose lift thicknesses not exceeding 8 in. and be compacted to 95 percent of the maximum density obtained in accordance with AASHTO T 99 as specified in the ISS. In our opinion, the soils as observed at the test boring locations are suitable for reuse as engineered fill. However, the natural moisture content of the cohesive soils typically exceeds the optimum. Therefore, it is likely that some drying (by aeration) of the fill will be required before compaction in order to satisfy the ISS. Aeration of the soils will also be required where encountered within the range of subgrade treatment. Under some climatic conditions, such as cold or rainy weather, or in confined areas, adequate moisture conditioning may be difficult to achieve, and in this case, granular fill could be required to expedite construction activities. However, based on the planned cut and fill quantities, it is anticipated that imported fill material will be required. If this is the case, EEI should be retained to evaluate the characteristics of the soil for use as earth fill.

Rock Cut Discussion

As mentioned, the preliminary plans indicate that cut slopes of up to 25 ft in height are required into three areas of existing slopes, and the cut slopes are planned at 1H:2V (about 65 degrees from the horizontal). These three areas are in the vicinity of Borings B-1, B-2, B-12 and Sounding S-1, near Borings B-4 and B-13, and along Club House Drive near Borings B-19 through B-23 and Sounding S-4. Due to steeply-sloping terrain and subsequent restricted access, exploratory test borings with regard to making an evaluation of slope conditions were performed on properties along Walnut Street at the crest of the slope and along Club House Drive.

Based on our site visit and topographic information included in the plans, the existing slopes are estimated to be in the range of 1H:1V to 2H:1V in steepness, and the outcropping of rock was noted in some locations. Where observed, the rock consisted of limestone with bands and layers of shale, and water was seeping from the rock face at a few locations. Based on our field and rock core observations, these rock types include thin (less than 1 in.) to moderately-thick (several inches to ft)

bedding planes, and the bedding planes are relatively level (i.e. horizontal). In addition, orthogonal near-vertical fractures are typically present in the rock mass, and these features when present in limestone are typically exacerbated by solutioning. Representative photographs of the three areas of planned cut are included in Appendix F.

Based on the aforementioned conditions relative to the planned cut slope, the greatest risk related to slope instability is sloughing (raveling) of the face of the slope. As you are aware, raveling is the mechanical weathering of the rock face, and this process results in deposition of fallen rock fragments of various sizes at the toe of slopes (i.e., engineered fall zone). To reduce safety concerns of fallen rock on the trail, we concur with your planned ditch or comparable area (a shoulder) to be constructed at the toe. It is important that the owner understands that periodic maintenance will be required to remove fallen rock, and maintenance should be performed more often during periods of extended wet weather, after heavy rainfall events, and during periods of frequent freeze and thaw cycles. In addition to concerns regarding safety, keeping the ditch at the toe clean helps to facilitate drainage and reduce the risk of further instability related to poor drainage. Because this weathering process advances at different rates for different rock types (e.g., shale versus limestone), over time it is common to observe undermining (refer to Photograph Nos. 5 and 6). Consequently, future risks of larger masses of fallen rock and reduced trail safety should be anticipated unless future maintenance actions are implemented. Future maintenance action items would likely include, but not limited to, removal of precarious boulders or undermined portions of the face, reshaping of the rock face, or the installation of rock bolts possibly with the use cable nets and facing treatment (e.g., shotcrete).

In general, we do not take exception to the planned geometry of the rock cuts provided the owner understands and incorporates into their maintenance program issues discussed above. As you know, it is impossible to predict with any accuracy (based on visual observations alone) the rate of raveling and the frequency of future earthwork activities to re-shape the slope and/or remove unsafe rock conditions. However, based on observations of the existing slopes, we can predict with relative certainty that raveling and undermining will occur. To help reduce the frequency and extent of these future earthwork requirements, we recommend that areas of highly weathered or fracture rock or soil exposed at the cut face be over-excavated (scaled and trimmed). This would result in a larger cut volume and increased adjacent property and tree disturbance but is anticipated to be more economical than bolting with facing treatment. Where scaling and trimming is not practical or where insufficient right-of-way exists, we recommend that rock bolts with a cable net (possibly vegetated) be considered to help stabilize the face. In addition, where water is observed seeping from the face of the cut, we recommend that horizontal drains be drilled to facilitate the drainage and reduce any water pressure behind the face. The drilled holes should be frequently-spaced (e.g., 10 ft) and be finished with 1-in. diameter slotted PVC pipe.

We recommend that an EEI geologist or geotechnical engineer be present during construction to make observations of the cut face and provide further recommendations (e.g., for over-excavation) as necessary. In addition, the contract documents should be prepared to include a unit rate for rock

excavation. The owner should include a contingency equal to 25 percent of the theoretical rock cut quantity.

Pavement Design Considerations

Due to the nature of the project (i.e., trail), a subgrade resilient modulus was not performed. However, based on our experience with soils similar to those encountered near the existing ground surface, we recommend using a resilient modulus of the prepared subgrade of 3,000 psi (CBR of 2) and a resilient modulus of the natural (undisturbed) subgrade of 2,000 psi. Based on these results and the nature of project, we recommend that the information in Table 1 below be considered for pavement design.

TABLE 2. PAVEMENT DESIGN CONSIDERATIONS	
M _r for Improved Subgrade	3,000 psi
M _r for Natural Subgrade	2,000 psi
Subgrade Material	Silty Clay Loam (A-6)
Depth to Water	Greater the 7 ft
Subgrade Treatment	Type III

In general, it is important to provide positive drainage during construction in order to reduce the risk of ponding and subsequent or further softening of subgrade areas. Ditches should be kept open at all times, and the subgrade should be graded smooth at the end of each day to facilitate drainage. Due to the nature of the project (i.e., trail), the use of subsurface drains, although beneficial, may not be economically feasible unless they are present in the existing areas (trail or roadway) and would, therefore, need to be matched/extended. If utilized, the pavement subsurface drains should be surrounded by a permeable drainage medium consisting of uniformly-graded aggregate such as No. 8 stone as specified in the ISS.

Construction Considerations

Excavations

Excavations made for the project will require: 1) cut slopes adequate enough to prevent cave-ins/subsidence; or 2) braced excavations for safe construction operation. Based on the soil conditions at the boring locations, it is our opinion that shallow (i.e., less than 4 ft) temporary construction excavations can be cut with sideslopes nearly vertical provided minor sloughing is tolerable. However, all excavations should conform with Occupational Safety and Health Administration (OSHA) requirements (i.e., 29 CFR Part 1926). Additionally, soil should not be stockpiled immediately adjacent to the top of the excavation. In our opinion, the cohesive soils encountered on this project are classified as Type A or B and the granular soils are classified as Type C (according OSHA), and they should be treated accordingly.

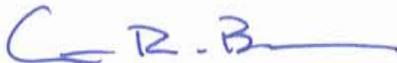
CONCLUDING REMARKS

In closing, we recommend that EEI be provided the opportunity to review the final design and project specifications to confirm that foundation requirements have been properly interpreted and implemented in the design and specifications. We also recommend that EEI be retained to provide construction observation services during the foundation construction phases of the project. This will allow us to verify that the construction proceeds in compliance with the design concepts, specifications and recommendations. It will also allow design changes to be made in the event that subsurface conditions differ from those anticipated.

We appreciate the opportunity to provide our services to you on this project. Please contact our office if you have any questions or need further assistance with the project.

Sincerely,

EARTH EXPLORATION, INC.



Curtis R. Bradburn, P.E.
Senior Geotechnical Engineer



Scott J. Ludlow, Ph.D., P.E.
Principal Engineer



Attachments –

- APPENDIX A - Important Information about Your Geotechnical Report
- APPENDIX B - Field Methods for Exploring and Sampling Soils and Rock
- APPENDIX C - Exploratory Location Plan (Drawing Nos. 1-09-035.B4 through B6)
Log of Test Boring (40)
Summary of Soundings
- APPENDIX D - Summary of Special Laboratory Test Results
Summary of Classification Test Results
Grain Size Distribution Curve (4)
- APPENDIX E - Bearing Resistance in Rock
- APPENDIX F - Photographs of Existing Slopes

APPENDIX A

IMPORTANT INFORMATION ABOUT YOUR
GEOTECHNICAL ENGINEERING REPORT

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one—not even you*—should apply the report for any purpose or project except the one originally contemplated.

Read the full report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when

it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the

report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



8811 Colesville Road Suite G106 Silver Spring, MD 20910

Telephone: 301-565-2733 Facsimile: 301-589-2017

email: info@asfe.org www.asfe.org

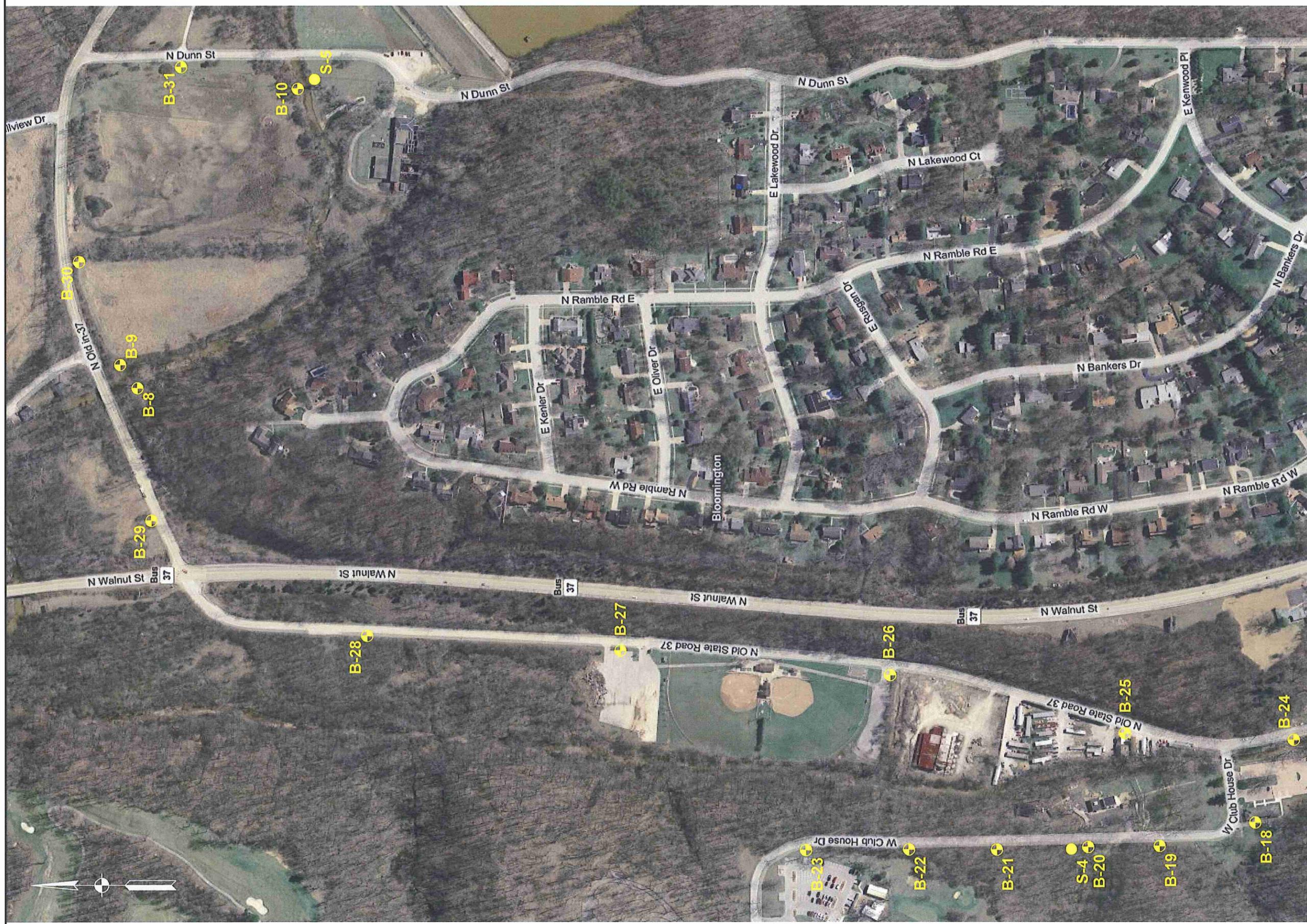
APPENDIX C

EXPLORATORY LOCATION PLAN (DRAWING NOS. 1-09-035.B4 THROUGH .B6)

LOG OF TEST BORING - GENERAL NOTES

LOG OF TEST BORING (40)

SUMMARY OF SOUNDINGS



LEGEND

- B-8 ● Test Boring Location and Designation
- S-4 ● Sounding Location and Designation

NOTES

1. Base map developed from an electronic file provided by Eagle Ridge Civil Engineering Services, LLC on May 8, 2009 and July 26, 2010.
2. Refer to the Log of Test Boring (40) and Summary of Sounding in Appendix C for a description of the subsurface conditions encountered at the exploratory locations.
3. Borings and Soundings were located in the field by Earth Exploration, Inc. on March 24, 2009 and July 19, 2010.
4. Ground surface elevations at the exploratory locations were obtained by others.
5. Exploratory locations are approximate.

EXPLORATORY LOCATION PLAN

PROJECT: Cascades Trail
 LOCATION: Monroe County, Bloomington, Indiana
 CLIENT: Eagle Ridge Civil Engineering Services, LLC
 EEI PROJ. NO.: 1-09-035
 SCALE: 1" = 300'

PROJECT ENGINEER: CRB
APPROVED BY: MSW
DRAWN BY: JBF
DATE AND TIME: 8/31/10 2:30:32
DRAWING NUMBER: 1-09-035.B5

EARTH EXPLORATION & ENGINEERING
 7770 West New York Street
 Indianapolis, IN 46214-2688
 317-273-1600
 (FAX) 317-273-2260

LOG OF TEST BORING - GENERAL NOTES

DESCRIPTIVE SOIL CLASSIFICATION

SYMBOLS

GRAIN SIZE TERMINOLOGY

Soil Fraction	Particle Size	US Standard Sieve Size
Boulders	Larger than 75 mm	Larger than 3"
Gravel	2.00 to 75 mm	#10 to 75 mm
Sand: Coarse	0.425 to 2.00 mm	#40 to #10
Fine	0.075 to 0.425 mm	#200 to #40
Silt	0.002 to 0.075 mm	Smaller than #200
Clay	Smaller than 0.002 mm	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

GENERAL TERMINOLOGY

- Physical Characteristics
 - Color, moisture, grain shape, fineness, etc.
- Major Constituents
 - Clay, silt, sand, gravel
- Structure
 - Laminated, varved, fibrous, stratified, cemented, fissured, etc.
- Geologic Origin
 - Glacial, alluvial, eolian, residual, etc.

RELATIVE PROPORTIONS OF COHESIONLESS SOILS

Term	Defining Range by % of Weight
Trace	1 - 10%
Little	11 - 20%
Some	21 - 35%
And	36 - 50%

ORGANIC CONTENT BY COMBUSTION METHOD

Soil Description	LOI
w/ trace organic matter	1 - 6%
w/ little organic matter	7 - 12%
w/ some organic matter	13 - 18%
Organic Soil (A-8)	19 - 30%
Peat (A-8)	More than 30%

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6-in. penetrations of the 2-in. split-barrel sampler. The sampler is driven with a 140-lb weight falling 30 in. and is seated to a depth of 6 in. before commencing the standard penetration test.

DRILLING AND SAMPLING

- AS - Auger Sample
- BS - Bag Sample
- C - Casing: Size 2½", NW; 4", HW
- COA - Clean-Out Auger
- CS - Continuous Sampling
- CW - Clear Water
- DC - Driven Casing
- DM - Drilling Mud
- FA - Flight Auger
- FT - Fish Tail
- HA - Hand Auger
- HSA - Hollow Stem Auger
- NR - No Recovery
- PMT - Borehole Pressuremeter Test
- PT - 3" O.D. Piston Tube Sample
- PTS - Peat Sample
- RB - Rock Bit
- RC - Rock Coring
- REC - Recovery
- RQD - Rock Quality Designation
- RS - Rock Sounding
- S - Soil Sounding
- SS - 2" O.D. Split-Barrel Sample
- 2ST - 2" O.D. Thin-Walled Tube Sample
- 3ST - 3" O.D. Thin-Walled Tube Sample
- VS - Vane Shear Test
- WPT - Water Pressure Test

LABORATORY TESTS

- qp - Penetrometer Reading, tsf
- qu - Unconfined Strength, tsf
- W - Moisture Content, %
- LL - Liquid Limit, %
- PL - Plastic Limit, %
- PI - Plasticity Index
- SL - Shrinkage Limit, %
- LOI - Loss on Ignition, %
- γ - Dry Unit Weight, pcf
- pH - Measure of Soil Alkalinity/Acidity

WATER LEVEL MEASUREMENT

- BF - Backfilled upon Completion
- NW - No Water Encountered

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.



LOG OF TEST BORING

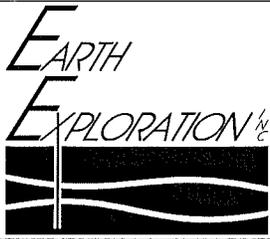
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-18**
 Elevation **616.9**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **503+34** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **5 ft Lt. "K"** Temp. **78° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					TOPSOIL							
SS-1	X	15	3-3-4	615	LOAM, medium stiff, moist, brown, with some gravel fragments (visual)	0.5			21.4			
SS-2	X	55	3-6-8	5	SILTY CLAY LOAM, stiff, moist, brown, with little weathered siltstone fragments, A-6, Lab No. 12643SL	2.75			21.4			
SS-3	X	50	50/5	610	HIGHLY WEATHERED SHALE, very soft, brown							
End of Boring at 7 ft												

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ 24 hrs After Drilling	Start <u>7/20/10</u> End <u>7/20/10</u> Rig <u>CME 750X</u> Drilling Method <u>3 1/4" I.D. HSA</u> Remarks <u>Backfilled with auger cuttings and bentonite chip plug near surface.</u>	
To Water	<u>NW</u>	<u>NW</u>	<u>NW</u>		
To Cave-in		<u>5 1/2</u>	<u>5</u>		
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

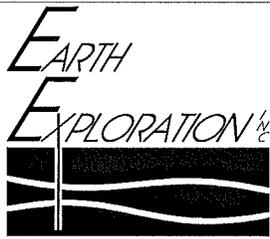
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-19**
 Elevation **617.3**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **506+00** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **C.L. "K"** Temp. **78° F** Inspector **C.B.**

SAMPLE				DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES								
No.	Type	Rec %	Blow Counts		Depth ft	Elev	q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
SS-1	X	55	3-3-3		615		2.5		22.8				
SS-2	X	90	4-6-7		5		4.25		18.3				
SS-3	X	50	50/5										
				End of Boring at 6.5 ft Auger refusal at 6.5 ft.									

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ 24 hrs After Drilling		
To Water	NW	NW	NW	Start 7/21/10 End 7/21/10 Rig CME 750X	
To Cave-in		5½	5	Drilling Method 3/4" I.D. HSA	
				Remarks Backfilled with auger cuttings and bentonite chip plug near surface.	
<small>The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.</small>					



LOG OF TEST BORING

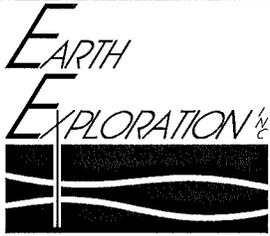
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-20**
 Elevation **616.8**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **508+05** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **5 ft Lt. "K"** Temp. **78° F** Inspector **C.B.**

SAMPLE				DEPTH ft Elev	DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES											
No.	Type	Rec %	Blow Counts			q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %					
				615	TOPSOIL												
SS-1	X	45	5-7-14		LOAM, very stiff to medium stiff, moist, brown and gray, with some gravel fragments (visual)	3.0			19.7								
SS-2	X	55	2-3-7	5	HIGHLY WEATHERED SHALE, very soft, brown and gray	4.0			19.1								
End of Boring at 5 ft																	
Auger refusal at 5 ft.																	

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
Depth ft	▽ While Drilling	▽ Upon Completion	▽ 24 hrs After Drilling	Start <u>7/21/10</u> End <u>7/21/10</u> Rig <u>CME 750X</u> Drilling Method <u>3/4" I.D. HSA</u> Remarks <u>Backfilled with auger cuttings and bentonite chip plug near surface.</u>			
To Water	<u>NW</u>	<u>NW</u>	<u>NW</u>				
To Cave-in		<u>4</u>	<u>4</u>				
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.							



LOG OF TEST BORING

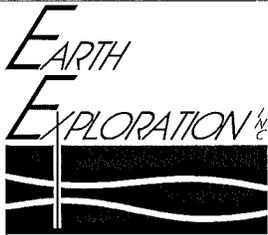
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-21**
 Elevation **650.7**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **511+00** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **10 ft Rt. "K"** Temp. **75° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
SS-1	X	100	50/4	650	ASPHALTIC CONCRETE, 6 in. SILTY CLAY, moist, brown, (visual) WEATHERED LIMESTONE and SHALE, very soft to moderately hard, brown and gray End of Boring at 2.5 ft Auger refusal at 2.5 ft.							

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
Depth ft	▽	While Drilling	▼	Upon Completion	▽	After Drilling
To Water		NW		NW		BF
To Cave-in				2		
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					Start .. 7/21/10 ... End .. 7/21/10 ... Rig .. CME 750X Drilling Method 3/4" I.D. HSA Remarks .. Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	



LOG OF TEST BORING

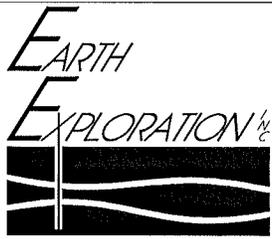
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-22**
 Elevation **679.6**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **514+00** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **10 ft Rt. "K"** Temp. **75° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
				675	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">ASPHALTIC CONCRETE, 6 in.</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">SANDY LOAM and Gravel, very dense, moist, brown, (visual)</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">WEATHERED LIMESTONE, moderately hard, gray</div> <p style="text-align: center;">End of Boring at 2.5 ft</p> <p style="text-align: center;">Auger refusal at 2.5 ft.</p>							
SS-1	X	50	13-50/5									

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ After Drilling		Start .. <u>7/21/10</u> ... End .. <u>7/21/10</u> ... Rig <u>CME 750X</u> Drilling Method <u>3/4" I.D. HSA</u> Remarks... <u>Backfilled with auger cuttings, bentonite chips and concrete patch at surface.</u>	
To Water	<u>NW</u>	<u>NW</u>	<u>BF</u>			
To Cave-in		<u>2</u>				
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.						



LOG OF TEST BORING

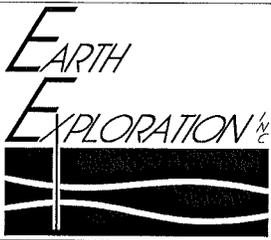
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-23**
 Elevation **701.0**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **517+00** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **10 ft Rt. "K"** Temp. **75° F** Inspector **C.B.**

SAMPLE				Depth ft Elev	DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts			q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
SS-1	X	65	17-50/3	700	ASPHALTIC CONCRETE, 12 in. SILTY CLAY LOAM, hard, moist, brown and gray, with little to some gravel fragments, A-6, Lab No. 12644SL WEATHERED LIMESTONE, very soft, gray	1.25		19.4				
					End of Boring at 2.5 ft Auger refusal at 2.5 ft.							

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling		
To Water	NW	NW	BF	Start ..7/21/10... End ..7/21/10... Rig CME 750X Drilling Method 3 1/2" I.D. HSA Remarks .. Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	
To Cave-in		1 1/2			
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

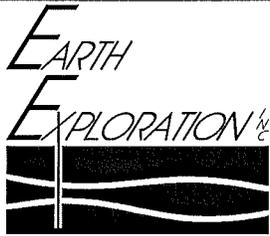
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-32**
 Elevation **727.5**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **534+75** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **5 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					TOPSOIL							
SS-1	X	55	2-3-3	725	SILTY LOAM , medium stiff, moist, gray, with clay seam near 1', A-4, Lab No. 12645SL	2.75			20.6			
SS-2	X	100	5-7-10	5	CLAY , very stiff, moist, reddish brown, with sand parting near 5', A-7-6, Lab No. 12646SL	4.5			25.6			
SS-3	---	10	50/1		WEATHERED LIMESTONE , moderately hard, gray, (visual)							
					End of Boring at 6.5 ft Auger refusal at 6.5 ft.							

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling	Start <u>7/22/10</u> End <u>7/22/10</u> Rig <u>CME 750X</u> Drilling Method <u>3 1/4" I.D. HSA</u> Remarks <u>Backfilled with auger cuttings and bentonite chip plug near surface.</u>	
To Water	<u>NW</u>	<u>NW</u>	<u>BF</u>		
To Cave-in		<u>5</u>			
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

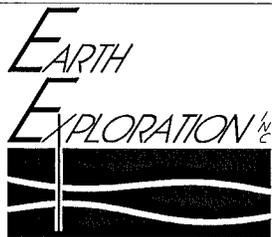
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-33**
 Elevation **753.5**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **542+30** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **12 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					ASPHALTIC CONCRETE, 4 in.							
SS-1	X	80	3-3-3	750	SILTY LOAM, medium stiff, moist, brown, A-4, Lab No. 12645SL	1.25			28.5			
SS-2	X	100	2-2-3	5	SILTY CLAY LOAM, soft to medium stiff, moist, brown to reddish brown and gray below 6', A-6, Lab No. 12643SL	1.25			26.6			
SS-3	X	100	3-4-5	745		1.75			21.8			
SS-4	X	35	3-4-4	10		1.75			23.8			
End of Boring at 10 ft												

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling	Start .. 7/22/10 ... End .. 7/22/10 ... Rig .. CME 750X Drilling Method 3 1/4" I.D. HSA Remarks .. Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	
To Water	NW	NW	BF		
To Cave-in		6 1/2			
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

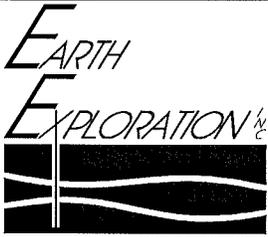
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-34**
 Elevation **777.7**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **547+45** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **C.L. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE				DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES							
No.	Type	Rec %	Blow Counts		Depth ft Elev	q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
				775	ASPHALTIC CONCRETE, 8 in.							
SS-1	X	55	2-3-3	775	SILTY LOAM, medium stiff, moist, brown and gray, A-4, Lab No. 12645SL	2.5			25.2			
SS-2	X	100	2-2-3	5	SILTY CLAY LOAM, soft, moist, reddish brown and gray, A-6, Lab No. 12643SL	2.25			21.3			
SS-3	X	100	5-5-6	770	CLAY, stiff to medium stiff, moist, reddish brown, A-7-6, Lab No. 12646SL	2.75			34.0			
SS-4	X	100	3-3-4	10	CLAY, stiff to medium stiff, moist, reddish brown, A-7-6, Lab No. 12646SL	1.75			34.4			
End of Boring at 10 ft												

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling	Start	End
To Water	NW	NW	BF	7/22/10	7/22/10
To Cave-in		7½		Rig	CME 750X
				Drilling Method 3¼" I.D. HSA	
				Remarks Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

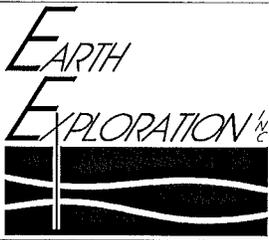
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-35**
 Elevation **779.6**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **553+60** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **15 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					ASPHALTIC CONCRETE, 8 in.							
SS-1	X	10	2-2-2		SILTY LOAM , soft to very soft, moist, brown and gray, A-4, Lab No. 12645SL	0.75			28.5			
SS-2	X	55	1-1-2	775	SILTY CLAY LOAM , very soft to medium stiff, moist, brown and gray to reddish brown below 6', A-6, Lab No. 12643SL	1.0			29.6			
SS-3	X	45	1-3-5		SILTY CLAY , medium stiff, moist, reddish brown, (visual)	1.75			23.4			
SS-4	X	55	4-4-4	770		2.5			26.6			
				10	End of Boring at 10 ft							

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ After Drilling	Start <u>7/22/10</u> End <u>7/22/10</u> Rig <u>CME 750X</u> Drilling Method <u>3/4" I.D. HSA</u> Remarks <u>Backfilled with auger cuttings, bentonite chips and concrete patch at surface.</u>	
To Water	<u>NW</u>	<u>NW</u>	<u>BF</u>		
To Cave-in		<u>6</u>			
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

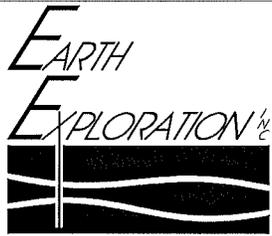
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-36**
 Elevation **762.0**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **560+60** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **5 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
SS-1	X	30	2-2-1	760	ASPHALTIC CONCRETE, 8 in. SILTY LOAM, very soft, brown and gray, with trace roots, A-4, Lab No. 12645SL	1.0			25.0			
SS-2	X	90	2-3-4	5	CLAY, medium stiff to stiff, moist, reddish brown, A-7-6, Lab No. 12646SL	1.75			25.0			
SS-3	X	100	5-5-6	755		3.25			37.7			
SS-4	X	100	4-4-4	10		2.5			46.8			
End of Boring at 10 ft												

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
Depth ft	▽	While Drilling	▽	Upon Completion	▽	After Drilling
To Water		NW		NW		BF
To Cave-in				7		
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					Start 7/22/10 End 7/22/10 Rig CME 750X Drilling Method 3 1/4" I.D. HSA Remarks Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	



LOG OF TEST BORING

Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-37**
 Elevation **737.1**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

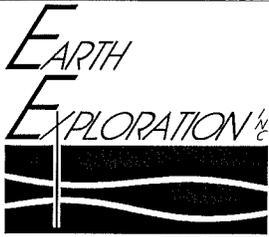
Proj. No. --- Station **568+30** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **15 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					ASPHALTIC CONCRETE, 8 in.							
SS-1	X	65	12-3-3	735	SANDY LOAM and Gravel, medium dense, moist, gray, with kresote odor (fill; visual)	1.75			26.3			
SS-2	X	90	1-2-3	5	SILTY LOAM, medium stiff to soft, moist, brown and gray, A-4(10), Lab No. 12645SL	1.25			29.7	34	24	10
SS-3	X	90	3-4-5	730	SILTY CLAY LOAM, medium stiff, moist, brown, A-6, Lab No. 12643SL	1.75			26.3			
SS-4	X	45	2-4-6	10	CLAY, medium stiff, moist, brown, A-7-6, Lab No. 12646SL	2.0			40.7			
					End of Boring at 10 ft							

WATER LEVEL OBSERVATIONS			
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling
To Water	NW	NW	BF
To Cave-in		6½	

The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.

GENERAL NOTES	
Start	7/22/10
End	7/22/10
Rig	CME 750X
Drilling Method	3¼" I.D. HSA
Remarks	Backfilled with auger cuttings, bentonite chips and concrete patch at surface.



LOG OF TEST BORING

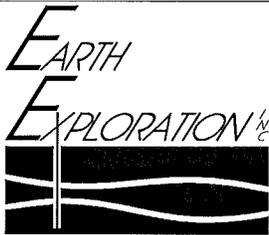
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-38**
 Elevation **737.3**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **513+95** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **13 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES												
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %						
					735	ASPHALTIC CONCRETE, 8 in. SANDY LOAM and Gravel, loose, moist, brown and gray, (fill; visual)						---	---					
SS-1	X	35	6-3-3															
					5	SILTY LOAM, medium stiff to soft, moist, brown, A-4, Lab No. 12645SL CLAY, soft to medium stiff, moist, reddish brown, with silty clay loam seam near 7', A-7-6, Lab No. 12646SL						1.5		41.8				
SS-2	X	65	2-2-3															
					730	HIGHLY WEATHERED LIMESTONE, very soft to soft, gray End of Boring at 9.3 ft						1.5		28.9				
SS-3	X	90	2-3-3															
SS-4	X	65	32-50/.3															

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ After Drilling		Start <u>7/22/10</u> End <u>7/22/10</u> Rig <u>CME 750X</u> Drilling Method <u>3/4" I.D. HSA</u> Remarks <u>Backfilled with auger cuttings, bentonite chips and concrete patch at surface.</u>	
To Water	<u>NW</u>	<u>NW</u>	<u>BF</u>			
To Cave-in		<u>6</u>				
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.						



LOG OF TEST BORING

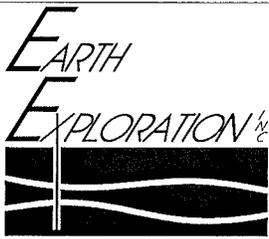
Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-39**
 Elevation **760.3**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **581+13** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **30 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
				760	ASPHALTIC CONCRETE, 8 in.							
SS-1	X	65	2-2-3		SILTY LOAM, soft, moist, brown and gray, A-4, Lab No. 12645SL	2.25			24.4			
SS-2	X	90	2-3-3	5	SILTY CLAY LOAM, soft to medium stiff, moist, brown, A-6, Lab No. 12643SL	1.25			22.7			
SS-3	X	100	2-4-7	755	CLAY, stiff, moist, reddish brown, A-7-6, Lab No. 12646SL	3.5			29.1			
SS-4	X	100	3-4-7	10	End of Boring at 10 ft	3.25			30.8			

WATER LEVEL OBSERVATIONS				GENERAL NOTES	
Depth ft	▽ While Drilling	▼ Upon Completion	▽ After Drilling	Start .. 7/22/10 ... End .. 7/22/10 ... Rig .. CME 750X Drilling Method 3/4" I.D. HSA Remarks .. Backfilled with auger cuttings, bentonite chips and concrete patch at surface.	
To Water NW NW BF		
To Cave-in 7				
The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.					



LOG OF TEST BORING

Project **Cascades Trail**
 Location **Bloomington, Indiana**
 Client **Eagle Ridge Civil Engineering Services, LLC**
 7770 West New York Street - Indianapolis, Indiana 46214
 317-273-1690 / 317-273-2250 (Fax)

Boring No. **B-40**
 Elevation **754.6**
 Datum **USC & GS**
 EEI Proj. No. **1-09-035**
 Sheet **1** of **1**

Proj. No. --- Station **587+13** Weather **Cloudy** Driller **C.H.**
 Struct. No. --- Offset **40 ft Lt. "K"** Temp. **84° F** Inspector **C.B.**

SAMPLE					DESCRIPTION/CLASSIFICATION and REMARKS	SOIL PROPERTIES						
No.	Type	Rec %	Blow Counts	Depth ft Elev		q _p tsf	q _u tsf	γ _d pcf	W %	LL %	PL %	PI %
					ASPHALTIC CONCRETE, 6 in.							
SS-1	X	90	3-3-4	5	SILTY LOAM, medium stiff, moist, brown and gray, A-4, Lab No. 12645SL	1.5			25.5			
SS-2	X	90	1-2-4	5	SILTY CLAY LOAM, medium stiff, moist, brown and gray, A-6, Lab No. 12643SL							
SS-3	X	55	5-8-4	750	CLAY, medium stiff to hard, moist, reddish brown, with some gravel fragments below 6½' and boulder near 9', A-7-6(32), Lab No. 12646SL				25.0	51	19	32
SS-4	X	55	8-15-31	745				24.1				
				10	End of Boring at 10 ft				---			

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
Depth ft	▽ While Drilling	▽ Upon Completion	▽ After Drilling		Start	End
To Water	NW	NW	BF		7/22/10	7/22/10
To Cave-in		6			Rig	CME 750X
					Drilling Method	3 3/4" I.D. HSA
					Remarks	Backfilled with auger cuttings, bentonite chips and concrete patch at surface.

The stratification lines represent the approximate boundary between soil/rock types and the transition may be gradual.



SUMMARY OF SOUNDINGS

Project: Cascades Trail
Location: Bloomington, Indiana
Client: Eagle Ridge Civil Engineering Services, LLC
EEI Project No.: 1-09-035
Date: 5-13-09

Sounding Designation, Station and Offset	Sounding Method	Soil Conditions & Depth (ft)	Surface Elev	Elev to Top of Rock	Elev to "Auger Refusal"
S-1 65+42 6 ft Rt "C"	D-120 Drill Rig	Crushed Stone 0-1½' Clay, brown 1½-5'	670	665	665
S-2 81+17 89 ft Rt "C"	D-120 Drill Rig	Clay, brown 0-2' Clay, brown and red, with rock fragments 2-10'	642	634	631
S-3 88+27 7 ft Rt "C"	D-120 Drill Rig	Topsoil 0-2" Clay, brown 2"-1½' Clay, brown with limestone fragments 1½-4' Clay, brown and red, with limestone fragments 4-6' Clay, moist, brown 6-8½' Shale, wet at 9', brown, weathered 8½-11'	631	622	620
S-4 508+00 19 ft Lt "K"	Hand Auger	Clay, sand and gravel, soft/loose, 0-1'	---	---	---
S-5 363+06 55 ft Lt "G"	D-120 Drill Rig	Topsoil 0-2" Clay, brown 2"-2½' Clay, brown, with limestone fragments 2½-3' Sandy Clay, brown, moist 3-11' Silt, wet, gray 11-13' Shale, brown and gray, weathered 13-17'	596	583	579
NOTE: Auger refusal based on drilling action.					

APPENDIX D

SUMMARY OF SPECIAL LABORATORY TEST RESULTS

SUMMARY OF CLASSIFICATION TEST RESULTS

GRAIN SIZE DISTRIBUTION CURVE (4)

SUMMARY OF SPECIAL LABORATORY TEST RESULTS



Project: Cascades Trail
Location: Bloomington, Indiana
Client: Eagle Ridge Civil Engineering Services, LLC
E EI Project No.: 1-09-035

Page 1 of 3

Laboratory Number	Test Boring No.	Sample Number	Sample Depth Interval, ft	Moisture Content, %	pH
12647SL	B-1	SS-1	1.0 - 2.5	21.0	
12647SL		SS-2	3.5 - 5.0	38.5	
12647SL		SS-3	6.0 - 7.5	24.7	
12647SL		SS-4	8.5 - 10.0	30.0	
12647SL	B-2	SS-1	1.0 - 2.5	29.7	
12647SL		SS-2	3.5 - 5.0	24.4	
12647SL		SS-3	6.0 - 7.5	24.9	
12647SL		SS-4	8.5 - 10.0	24.2	
12647SL	B-3	SS-2	3.5 - 5.0	22.0	
12647SL	B-4	SS-1	1.0 - 2.5	19.1	
12647SL	B-5	AS-1	1.0 - 2.5	24.8	
12647SL	B-7	SS-2	3.5 - 5.0	21.4	
12647SL	B-8	SS-1	1.0 - 2.5	24.6	
12647SL		SS-3	6.0 - 7.5	22.2	
12647SL		SS-4	8.5 - 10.0	21.9	
12647SL	B-9	SS-1	1.0 - 2.5	28.8	
12647SL		SS-3	6.0 - 7.5	56.1	
12647SL	B-10	SS-1	1.0 - 2.5	12.5	
12647SL		SS-2	3.5 - 5.0	25.8	
12647SL		SS-3	6.0 - 7.5	27.5	
12647SL		SS-4	8.5 - 10.0	29.1	
12647SL	B-11	SS-1	1.0 - 2.5	23.3	
12647SL		SS-2	3.5 - 5.0	21.0	
12647SL		SS-3	6.0 - 7.5	26.4	
12647SL	B-12	SS-2	3.5 - 5.0	25.8	
12647SL	B-13	SS-1	1.0 - 2.5	21.5	
12647SL	B-14	SS-1	1.0 - 2.5	27.7	
12647SL	B-15	SS-1	1.0 - 2.5	19.3	
12647SL	B-16	SS-1	1.0 - 2.5	21.7	
12643SL		SS-2	3.5 - 5.0	23.8	6.3
12647SL	B-17	SS-1	1.0 - 2.5	27.3	
12647SL		SS-2	3.5 - 5.0	17.9	
12647SL	B-18	SS-1	1.0 - 2.5	21.4	
12647SL		SS-2	3.5 - 5.0	21.4	

SUMMARY OF SPECIAL LABORATORY TEST RESULTS

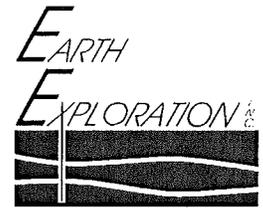


Project: Cascades Trail
Location: Bloomington, Indiana
Client: Eagle Ridge Civil Engineering Services, LLC
E EI Project No.: 1-09-035

Page 2 of 3

Laboratory Number	Test Boring No.	Sample Number	Sample Depth Interval, ft	Moisture Content, %	pH
12647SL	B-19	SS-1	1.0 - 2.5	22.8	
12647SL		SS-2	3.5 - 5.0	18.3	
12647SL	B-20	SS-1	1.0 - 2.5	19.7	
12647SL		SS-2	3.5 - 5.0	19.1	
12647SL	B-23	SS-1	1.0 - 2.5	19.4	
12647SL	B-25	SS-1	1.0 - 2.5	26.2	
12647SL		SS-2	3.5 - 5.0	24.3	
12647SL	B-26	SS-1	1.0 - 2.5	24.7	
12647SL		SS-2	3.5 - 5.0	26.5	
12644SL		SS-3	6.0 - 7.5	26.6	6.2
12647SL	B-27	SS-3	6.0 - 7.5	28.5	
12647SL		SS-4	8.5 - 10.0	25.6	
12647SL		SS-5	11.0 - 12.5	31.1	
12647SL		SS-6	13.5 - 15.0	21.8	
12647SL	B-28	SS-1	1.0 - 2.5	17.9	
12647SL		SS-2	3.5 - 5.0	18.6	
12647SL		SS-3	6.0 - 7.5	23.4	
12647SL		SS-4	8.5 - 10.0	38.5	
12647SL	B-29	AS-1	1.0 - 2.5	13.0	
12647SL		SS-2	3.5 - 5.0	20.3	
12647SL		SS-3	6.0 - 7.5	13.1	
12647SL		SS-4	8.5 - 10.0	33.3	
12647SL	B-30	SS-1	1.0 - 2.5	28.0	
12647SL		SS-2	3.5 - 5.0	29.7	
12647SL		SS-3	6.0 - 7.5	27.6	
12647SL		SS-4	8.5 - 10.0	31.9	
12647SL	B-31	SS-1	1.0 - 2.5	21.4	
12647SL		SS-2	3.5 - 5.0	27.3	
12647SL		SS-3	6.0 - 7.5	30.2	
12647SL		SS-4	8.5 - 10.0	27.8	
12647SL	B-32	SS-1	1.0 - 2.5	20.6	
12647SL		SS-2	3.5 - 5.0	25.6	
12647SL	B-33	SS-1	1.0 - 2.5	28.5	
12647SL		SS-2	3.5 - 5.0	26.6	

SUMMARY OF SPECIAL LABORATORY TEST RESULTS



Project: Cascades Trail
Location: Bloomington, Indiana
Client: Eagle Ridge Civil Engineering Services, LLC
E EI Project No.: 1-09-035

Page 3 of 3

Laboratory Number	Test Boring No.	Sample Number	Sample Depth Interval, ft	Moisture Content, %	pH
12647SL	B-33 Cont.	SS-3	6.0 - 7.5	21.8	
12647SL		SS-4	8.5 - 10.0	23.8	
12647SL	B-34	SS-1	1.0 - 2.5	25.2	
12647SL		SS-2	3.5 - 5.0	21.3	
12647SL		SS-3	6.0 - 7.5	34.0	
12647SL		SS-4	8.5 - 10.0	34.4	
12647SL	B-35	SS-1	1.0 - 2.5	28.5	
12647SL		SS-2	3.5 - 5.0	29.6	
12647SL		SS-3	6.0 - 7.5	23.4	
12647SL		SS-4	8.5 - 10.0	26.6	
12647SL	B-36	SS-1	1.0 - 2.5	25.0	
12647SL		SS-2	3.5 - 5.0	25.0	
12647SL		SS-3	6.0 - 7.5	37.7	
12647SL		SS-4	8.5 - 10.0	46.8	
12647SL	B-37	SS-1	1.0 - 2.5	26.3	
12645SL		SS-2	3.5 - 5.0	29.7	5.5
12647SL		SS-3	6.0 - 7.5	26.3	
12647SL		SS-4	8.5 - 10.0	40.7	
12647SL	B-38	SS-2	3.5 - 5.0	41.8	
12647SL		SS-3	6.0 - 7.5	28.9	
12647SL	B-39	SS-1	1.0 - 2.5	24.4	
12647SL		SS-2	3.5 - 5.0	22.7	
12647SL		SS-3	6.0 - 7.5	29.1	
12647SL		SS-4	8.5 - 10.0	30.8	
12647SL	B-40	SS-1	1.0 - 2.5	25.5	
12646SL		SS-2	3.5 - 5.0	25.0	5.1
12647SL		SS-3	6.0 - 7.5	24.1	

SECTION XII

PERMIT INFORMATION

BPR 2013-2 Cascades Trail Phase 2

Permitting Data

Rule 5 Erosion Control:

A Rule 5 Erosion Control Permit has been applied for and approved by the Indiana Department of Environmental Management using the Erosion Control Plan and the Protection of the Environment Specification that appear in this manual.

A copy of the Notice of Intent and related documentation follows.

Contractor shall assume the responsibilities of the Owner with respect to this permit and its terms and conditions.

**RULE 5 - NOTICE OF INTENT (NOI)**

State Form 47487 (R5 / 10-05)
 Indiana Department of Environmental Management
 Office of Water Quality
 Approved by State Board of Accounts, 2005

Type of Submittal (Check Appropriate Box): <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Amendment <input type="checkbox"/> Renewal
Permit Number: <i>(Note: The initial submittal does not require a permit number; the Department will assign a number. A permit number is required when filing an amendment, applying for renewal, or correspondence related to this permit).</i>

Note: Submission of this Notice of Intent letter constitutes notice that the project site owner is applying for coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit Rule for Storm Water Discharges Associated with Construction Activity. Permitted project site owners are required to comply with all terms and conditions of the General Permit Rule 327 IAC 15-5 (Rule 5).

Project Name and Location			
Project Name: Cascades Trail Phase 2: West Branch along Clubhouse Drive from Cascades Park to Kinser Pike		County: Monroe	
Brief Description of Project Location: Along Cascades Park Road from the Cascades Park entrance along Old SR 37 to Kinser Pike in the City of Bloomington, Monroe County, Indiana.			
Project Location: Describe location in Latitude and Longitude (Degrees, Minutes, and Seconds or Decimal representation) <u>and</u> by legal description (Section, Township, and Range, Civil Township)			
Latitude: 39-12'-08"N		Longitude: 86-32'-17"W	
Quarter:	Section: 20	Township: 8N	Range: 1W Civil Township: Bloomington
Does <input checked="" type="checkbox"/> all or <input type="checkbox"/> part of this project lie within the jurisdictional boundaries of a Municipal Separate Storm Sewer System (MS4) as defined in 327 IAC 15-13? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, name the MS4(s): City of Bloomington			
Project Site Owner and Project Contact Information			
Company Name (If Applicable): City of Bloomington			
Project Site Owner's Name: (An Individual) David Williams		Title/Position: Operations Director, Parks Dept.	
Address: 401 North Morton Street, Suite 250			
City: Bloomington		State: IN	ZIP Code: 47402
Phone: 812.349.3706	FAX: 812.349.3705	E-Mail Address: (If Available) williamd@city.bloomington.in.us	
Ownership Status (check one): Governmental Agency: <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local Non-Governmental: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other: (Explain)			
Contact Person: Michael J. Tanis, P.E.		Company Name: (If Applicable) Eagle Ridge Civil Engineering Services, LLC	
Affiliation to Project Site Owner: Engineering Consultant			
Address: (if different from above) 1321 Laurel Oak Drive			
City: Avon		State: IN	ZIP Code: 46123
Phone: 317.439.8144	FAX: 317.272.7369	E-Mail Address: (If Available) mtanis@eagleridgecivil.com	
Project Information			
Project Description: <input type="checkbox"/> Residential-Single Family <input type="checkbox"/> Residential-Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Other: (Explain) Public Improvement			
Name of Receiving Water: Tributary to Griffy Creek (Cascades Creek) <i>(Note: If applicable, name of municipal operator of storm sewer and the ultimate receiving water. If a retention pond is present on the property, the name of the nearest possible receiving water receiving discharge must be provided).</i>			
Project Acreage Total Acreage: 1.4 Proposed Land Disturbance: (in acres) 1.4 Total Impervious Surface Area: (in square feet, estimated for completed project) 34,052			
Project Duration Estimated Start Date: 10/01/13 Estimated End Date for all Land Disturbing Activity: 12/31/14			

(Continued on Reverse Side)

Construction Plan Certification

By signing this Notice of Intent letter, I certify the following:

- A. The storm water quality measures included in the Construction Plan comply with the requirements of 327 IAC 15-5-6.5, 327 IAC 15-5-7, and 327 IAC 15-5-7.5;
- B. the storm water pollution prevention plan complies with all applicable federal, state, and local storm water requirements;
- C. the measures required under 327 IAC 15-5-7 and 327 IAC 15-5-7.5 will be implemented in accordance with the storm water pollution prevention plan;
- D. if the projected land disturbance is One (1) acre or more, the applicable Soil and Water Conservation District or other entity designated by the Department, has been sent a copy of the Construction Plan for review;
- E. storm water quality measures beyond those specified in the storm water pollution prevention plan will be implemented during the life of the permit if necessary to comply with 327 IAC 15-5-7; and
- F. implementation of storm water quality measures will be inspected by trained individuals.

In addition to this form, I have enclosed the following required information:

- Verification by the reviewing agency of acceptance of the Construction Plan.
- Proof of publication in a newspaper of general circulation in the affected area that notified the public that a construction activity is to commence, including all required elements contained in 327 IAC 15-5-5 (9). The Proof of Publication **Must** include company name and address, project name, address/location of the project, and the receiving stream to which storm water will be discharged. Following is a sample Proof of Publication:

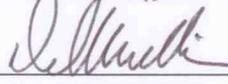
"XERT Development Inc. (10 Willow Lane, Indianapolis, Indiana 46206) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of 327 IAC 15-5 to discharge storm water from construction activities associated with Water Garden Estates located at 24 Washout Lane, Indianapolis, Indiana 46206. Runoff from the project site will discharge to the White River. Questions or comments regarding this project should be directed to Walter Water of XERT Development Inc."

- \$100 check or money order payable to the Indiana Department of Environmental Management. A permit fee is required for all NOI submittals (initial and renewal). A fee is not required for amendments.

Project Site Owner Responsibility Statement

By signing this Notice of Intent letter, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information or violating the provisions of 327 IAC 15-5, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Project Owner: DAVID E. WILLIAMS

Signature of Project Owner: David Williams  Date: 8/28/13

This Notice of Intent must be signed by an individual meeting the signatory requirements in 327 IAC 15-4-3(g). All NOI submittals must include an original signature (FAX and photo copies are not acceptable).

Note: Within 48 hours of the initiation of construction activity, the project site owner must notify the appropriate plan review agency and IDEM, Office of Water Quality of the actual project start date if it varies from the date provided above.

Note: A permit issued under 327 IAC 15-5 is granted by the commissioner for a period of five (5) years from the date coverage commences. Once the five (5) year permit term duration is reached, a general permit issued under this rule will be considered expired, and as necessary for construction activity continuation, a new Notice of Intent letter (Renewal) is required to be submitted ninety (90) days prior to the termination of coverage. The submittal must include the NOI Letter, Proof of Publication, Fee, and verification that the plan for the project was approved (original verification of plan approval is acceptable provided the scope of the project has not changed from the original submittal).

**Mail this form to: Indiana Department of Environmental Management
Cashiers Office - Mail Code 50-10C
100 North Senate Avenue
Indianapolis., IN 46204-2251**

327 IAC 15-5-6 (a) also requires a copy of the completed Notice of Intent letter be submitted to the local Soil and Water Conservation District or other entity designated by the Department, where the land disturbing activity is to occur.

Questions regarding the development or implementation of the Construction Plan/Storm Water Pollution Prevention Plan should be directed to the local county Soil and Water Conservation District (SWCD). If you are unable to reach the SWCD or have other questions please direct those inquiries to the IDEM Rule 5 Coordinator at 317/233-1864 or 800/451-6027 ext.3-1864.

For information and forms visit: <http://www.in.gov/idem/water/npdes/permits/wetwthr/storm/rule5.html>

Prescribed By State Board of Accounts
City of Bloomington

EAGLE RIDGE CIVIL ENGINEERING

(Governmental Unit)

Monroe County, Indiana

TO: Herald-Times

PO Box 909 Bloomington, IN 47402

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed 2 actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head - number of lines

Body - number of lines

Tail - number of lines

Total number of lines in notice:

19

COMPUTATION OF CHARGES:

19 lines 1 column(s) wide equals 19 equivalent lines at

\$ 7.30

.384 cents per line

Additional Charges for notices containing rule or tabular work (50% of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

\$ 7.30

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column in picas 9.4

Size of type 7 point.

Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 time. The dates of publication being as follows:

08/16/13

Additionally, the statement checked below is true and correct:

.....Newspaper does not have a Web site.

Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

.....Newspaper has a Web site, but due to technical problem or error, public notice was posted on

.....Newspaper has a Web site but refuses to post the public notice.

Date

8-16-13

Title

Joyce Thomas
Public Notice Clerk

Public Notice of Construction Activity
City of Bloomington Board of Public Works is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements under 327 IAC 15-5 to discharge storm water from construction activities associated with the Cascades Trail Phase 2 Project located near Clubhouse Drive from Cascades Park to Kinser Pike. Run-off from the project site will discharge to Cascades Creek. Questions should be directed to Michael Tanis at Eagle Ridge CES, LLC, 1321 Laurel Oak Dr., Avon, IN 46123. hspaxlp

Construction/Stormwater Pollution Prevention Plan Technical Review and Comment (Form 1)

Project Information	Project Name: Cascades Trail Phase 2	County: Monroe
	Plan Submittal Date: 08/12/13	Hydrologic Unit Code: 5120202010070
	Project Location Description: Along Clubhouse Drive from Cascades Park to Kinser Pike	
	Latitude and Longitude: 39.-12'-08" deg N, 86-32'-17" deg W	
	Civil Township: Bloomington	Quarter:
	Section: 20	Township: 8N
	Range: 1W	
	Project Owner Name: City of Bloomington	
	Contact: David Williams	
	Address: 401 North Morton Street, Suite 250	
City: Bloomington	State: IN	Zip: 47402
Phone: 812-349-3706	FAX:	E-Mail: williamd@city.bloomington.in.us
Plan Preparer Name: Michael J. Tanis, P.E.		
Affiliation: Engineering Consultant, Eagle Ridge Civil Engineering Services, LLC		
Address: 1321 Laurel Oak Drive		
City: Avon	State: IN	Zip: 46123
Phone: 317-439-8144	FAX: 317-272-7369	E-Mail: mtanis@eagleridgecivil.com

Plan Review	Review Date: 09/06/13		
	Principal Plan Reviewer: Dan Perez		
	Agency: IDEM		
	Address: 820 W. Sweet Street		
	City: Brownstown	State: IN	Zip: 47220
	Phone: 812-358-2027	FAX:	E-Mail: dperez1@idem.in.gov
	Assisted By:		

<input checked="" type="checkbox"/>	PLAN IS ADEQUATE: A comprehensive plan review has been completed and it has been determined that the plan satisfies the minimum requirements and intent of 327 IAC 15-5.
<input checked="" type="checkbox"/>	Please refer to additional information included on the following page(s).
<input checked="" type="checkbox"/>	Submit Notice of Intent (NOI): Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (e.g. SWCD, DNR).
<input type="checkbox"/>	A preliminary plan review has been completed; a comprehensive review will not be completed within the 28-day review period. The reviewing authority reserves the right to perform a comprehensive review at a later date and revisions to the plan may be required at that time to address deficiencies.
<input type="checkbox"/>	Please refer to additional information included on the following page(s).
<input type="checkbox"/>	Submit Notice of Intent (NOI): Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (e.g. SWCD, DNR).
<input type="checkbox"/>	PLAN IS DEFICIENT: Significant deficiencies were identified during the plan review.
<input type="checkbox"/>	Please refer to additional information included on the following page(s).
<input type="checkbox"/>	DO NOT file a Notice of Intent for this project.
<input type="checkbox"/>	DO NOT commence land disturbing activities until all deficiencies are adequately addressed, the plan re-submitted, and notification has been received that the minimum requirements have been satisfied.
<input checked="" type="checkbox"/>	Plan Revisions <input checked="" type="checkbox"/> Deficient Items should be mailed or delivered to the Principal Plan Reviewer identified in the Plan Review Section above.

Construction/Stormwater Pollution Prevention Plan - Technical Review and Comment (Form 1)

Project Name: Cascades Trail Phase 2

Date Reviewed: 09/06/13

The technical review and comments are intended to evaluate the completeness of the Construction/Stormwater Pollution Prevention Plan for the project. The Plan submitted was not reviewed for the adequacy of the engineering design. All measures included in the plan, as well as those recommended in the comments should be evaluated as to their feasibility by a qualified individual with structural measures designed by a qualified engineer. The Plan has not been reviewed for other local, state, or federal permits that may be required to proceed with this project. Additional information, including design calculations may be requested to further evaluate the Plan.

All proposed stormwater pollution prevention measures and those referenced in this review must meet the design criteria and standards set forth in the "Indiana Stormwater Quality Manual" from the Indiana Department of Natural Resources, Division of Soil Conservation or similar Guidance Documents.

Please direct questions and/or comments regarding this plan review to:

Dan Perez

Please refer to the address and contact information identified in the Plan Review Section on page 1.

Assessment of Construction Plan Elements (Section A)

The Construction Plan Elements are adequately represented to complete a plan review:

Yes **No**

The items checked below are deficient and require submittal to meet the requirements of the rule.

A		A	
<input type="checkbox"/>	1 Index showing locations of required Plan Elements	<input type="checkbox"/>	2 11 by 17 inch plat showing building lot numbers/boundaries and road layout/names
<input type="checkbox"/>	3 Narrative describing the nature and purpose of the project	<input type="checkbox"/>	4 Vicinity map showing project location
<input type="checkbox"/>	5 Legal Description of the Project Site (Include Latitude and Longitude - NOI Requirement)	<input type="checkbox"/>	6 Location of all lots and proposed site improvements (roads, utilities, structures, etc.)
<input type="checkbox"/>	7 Hydrologic unit code (14 Digit)	<input checked="" type="checkbox"/>	8 Notation of any State or Federal water quality permits
<input type="checkbox"/>	9 Specific points where stormwater discharge will leave the site	<input type="checkbox"/>	10 Location and name of all wetlands, lakes and water courses on and adjacent to the site
<input type="checkbox"/>	11 Identification of all receiving waters	<input type="checkbox"/>	12 Identification of potential discharges to ground water (abandoned wells, sinkholes, etc.)
<input type="checkbox"/>	13 100 year floodplains, floodways, and floodway fringes	<input type="checkbox"/>	14 Pre-construction and post construction estimate of Peak Discharge (10 Year storm event)
<input type="checkbox"/>	15 Adjacent landuse, including upstream watershed	<input type="checkbox"/>	16 Locations and approximate boundaries of all disturbed areas (Construction Limits)
<input type="checkbox"/>	17 Identification of existing vegetative cover	<input type="checkbox"/>	18 Soils map including soil descriptions and limitations
<input type="checkbox"/>	19 Locations, size and dimensions of proposed stormwater systems (e.g. pipes, swales and channels)	<input type="checkbox"/>	20 Plans for any off-site construction activities associated with this project (sewer/water tie-ins)
<input type="checkbox"/>	21 Locations of proposed soil stockpiles and/or borrow/disposal areas	<input type="checkbox"/>	22 Existing site topography at an interval appropriate to indicate drainage patterns
<input type="checkbox"/>	23 Proposed final topography at an interval appropriate to indicate drainage patterns		

Construction/Stormwater Pollution Prevention Plan - Technical Review and Comment (Form 1)

Project Name: Cascades Trail Phase 2
Date Reviewed: 09/06/13

Assessment of Stormwater Pollution Prevention Plan (Sections B & C)

Stormwater Pollution Prevention Plan - Construction Component (Section B)

Adequate	Deficient	Not Applicable	B	
				<i>The construction component of the Stormwater Pollution Prevention Plan includes stormwater quality measures to address erosion, sedimentation, and other pollutants associated with land disturbance and construction activities. Proper implementation of the plan and inspections of the construction site are necessary to minimize the discharge of pollutants. The Project Site Owner should be aware that unforeseen construction activities and weather conditions may affect the performance of a practice or the effectiveness of the plan. The plan must be a flexible document, with provisions to modify or substitute practices as necessary.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	1 Description of potential pollutant sources associated with construction activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	2 Sequence describing stormwater quality measure implementation relative to land disturbing activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	3 Stable construction entrance locations and specifications (at all points of ingress and egress)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	4 Sediment control measures for sheet flow areas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5	5 Sediment control measures for concentrated flow areas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	6 Storm sewer inlet protection measure locations and specifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	7 Runoff control measures (e.g. diversions, rock check dams, slope drains, etc.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8	8 Storm water outlet protection specifications
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	9 Grade stabilization structure locations and specifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10	10 Location, dimensions, specifications, and construction details of each stormwater quality measure
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	11 Temporary surface stabilization methods appropriate for each season (include sequencing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	12 Permanent surface stabilization specifications (include sequencing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13	13 Material handling and spill prevention plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14	14 Monitoring and maintenance guidelines for each proposed stormwater quality measure
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15	15 Erosion & sediment control specifications for individual building lots

Stormwater Pollution Prevention Plan - Post Construction Component (Section C)

Adequate	Deficient	Not Applicable	C	
				<i>The post construction component of the Stormwater Pollution Prevention Plan includes the implementation of stormwater quality measures to address pollutants that will be associated with the final landuse. Post construction stormwater quality measures should be functional upon completion of the project. Long term functionality of the measures are critical to their performance and should be monitored and maintained.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	1 Description of pollutants and their sources associated with the proposed land use
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	2 Sequence describing stormwater quality measure implementation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	3 Description of proposed post construction stormwater quality measures (Include a written description of how these measures will reduce discharge of expected pollutants)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	4 Location, dimensions, specifications, and construction details of each stormwater quality measure
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	5 Description of maintenance guidelines for post construction stormwater quality measures

Construction/Stormwater Pollution Prevention Plan - Technical Review and Comment

Project Name: Cascades Trail Phase 2

Date Reviewed: 09/06/13

As discussed over the phone, these items will be addressed and submitted when revisions are made.

A8: No water quality permits are needed for this Phase?

B5: Rock check dams and rock donut inlet protection will be added to meet spec for ditches and culverts.

SECTION XIII

LOCAL NOISE PERMIT

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Description

The following information is provided from the City's ordinance on Noise and the requirement for the Contractor to obtain a Noise Permit from the City in conjunction with this work.

Local Ordinance reads as follows:

14.09.010 Public policy and purpose.

It is declared to be the public policy of the city to prohibit unreasonable, unnecessary, excessive and offensive noise from all sources subject to its police power. Above certain levels noise is detrimental to the health, welfare, safety, comfort, and repose of the citizenry and in the public interest shall be systematically regulated and proscribed by the city. (Ord. 07-16 § 1, 2007; Ord. 73-45 § 1 (part), 1973).

14.09.020 Definitions.

As used in this chapter unless context clearly requires otherwise:

"Baffle" means a device to deflect, check or regulate the flow or passage of sound.

Classification of areas into residential, school, hospital, church, commercial manufacturing and/or business zones for purposes of this chapter shall be as defined in the then existing city zoning ordinance. For purposes of this chapter hospital, school and church zones shall be considered as residential zones.

"Daytime" for nonstationary sources means six a.m. to eleven p.m. and "night time" for nonstationary sources shall mean eleven p.m. to six a.m.; "daytime" for fixed sources shall mean seven a.m. to nine p.m. and "night time" for fixed sources shall mean nine p.m. to seven a.m.

"Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger or work by private or public utilities when restoring utility service.

"Fixed source" means a machine or device capable of creating a noise level at the property upon which it is regularly located, or upon which it is regularly used, which projects into another property; this includes but is not limited to industrial and commercial process machinery and equipment, pumps, fans, air-conditioning apparatus, refrigeration machines, powered lawn mowers, and chain saws.

"Holidays" means the following six days as observed according to Indiana Code 1-1-9-1: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

"Motor vehicles" means and includes any and all self-propelled vehicles as defined by Indiana Code 9-13-2-105(a).

"Muffler" means any device used upon a motor vehicle whose purpose is the deadening of combustion noises of any engine thereon, or the

deadening of any other motor noises, including but not limited to the noise of exhaust gases, or any other mechanical device for the deadening of the noise and intake gases upon a motor vehicle.

"Noise" means that sound, sound made by people, or combination of sounds, which exceeds the sound pressure level as established by this chapter for a particular sound-producing object, vehicle, residential zone, hospital zone, church zone, school zone, or any other area limited by this chapter.

"Nonstationary source" means a machine or device capable of being moved from place to place for occasional or temporary use at a given location including, but not limited to, motor vehicles, pile drivers and bulldozers.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

"Pneumatic hammers," when used in Section 14.09.040, means pneumatic hammers that are driven by compressors with greater than ten horsepower or that use a hose with a diameter greater than three-eighths of an inch.

"Premises" means a place in which a person has right of legal, private occupancy.

"Sound pressure level," in decibels, means that level measured by a sound pressure level meter using the A-weighted scale as defined in the American National Standard S-1.4-1971.

"Sound pressure level meter" means an instrument including a microphone, an amplifier, an output meter, and frequency weighing networks for the measurement of noise and sound pressure levels in a manner specified by this chapter that the slow meter response of the sound pressure level meter shall be used in order to best determine the average pressure.

(Ord. 07-16 § 2, 2007; Ord. 97-32 §§ 2, 3, 1997; Ord. 73-45 § 1 (part), 1973).

14.09.030 Noises prohibited.

(a) For purposes of this chapter, unreasonable noise shall mean sound that is of a volume, frequency, or pattern that prevents, disrupts, injures, or endangers the health, safety, welfare, prosperity, comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.

(b) Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

(c) In addition to the foregoing, the following acts are violations of this chapter:

(1) It shall be a violation of this chapter to operate a motor vehicle with an internal combustion, steam or air motor unless the motor vehicle is equipped with a suitable and efficient muffler or baffle. A muffler or baffle shall be considered suitable and efficient, for purposes of

this chapter, when the vehicle does not create unreasonable noise. Except by specific governmental authorization given by the mayor or his or her duly authorized representative, no person while on a public or private highway, street or road shall operate a motor vehicle with the muffler or baffle cut out or removed. No cutout shall be so arranged or connected as to permit its operation or control by the driver of any motor vehicle while in position for driving or by a passenger of any motor vehicle.

(2) Except as used for warning purposes, it shall be a violation of this chapter for any person to use, operate or sound any horn or signaling device on any motor vehicle in any public street or public place in the city for any unreasonable period of time.

(3) It shall be a violation of this chapter to play, use, or operate or allow to be played, used, or operated in any motor vehicle any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound at a volume that is louder than necessary for the convenient hearing of persons who are inside the vehicle within which such device is played, used or operated. Sound that is clearly audible thirty feet or more from the vehicle is prima facie evidence of a violation of this section.

(4) It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section. (Ord. 07-16 § 5, 2007; Ord. 74-9 §§ 1-3, 1974; Ord. 73-45 § 1 (part), 1973).

14.09.040 Exemptions.

The following uses and activities shall be exempt from the provisions of this chapter:

- (a) Nonamplified crowd noises resulting from legal activities, between the hours of six a.m. and ten p.m.;
- (b) Construction operations for which building permits have been issued or construction operations for which a permit is not required shall be exempt from the noise control ordinance under the following conditions and with the following exceptions:
 - (1) Such operations that occur after six a.m. and before ten p.m., except on Sundays and holidays, as defined in Section 14.09.020. However, in recognition of the work necessary to prepare and close a site each day, motor vehicles transporting heavy construction equipment

or construction materials to and from construction sites at those times shall be exempt from the time restrictions set forth above.

(2) Because of the loud and unusual sounds, and the ground vibrations associated with pile drivers, steam shovels, pneumatic hammers, and steam or diesel gasoline hoists, the operation of this equipment shall be exempt but only when it occurs between the hours of seven a.m. and eight p.m. or when allowed by special permit.

(3) In order to be exempt, all equipment used in such operations shall be operated with the manufacturer's mufflers and noise reducing equipment in use and in proper operating condition;

(c) Noises of safety signals, warning devices, and emergency pressure relief valves;

(d) Noises resulting from any authorized emergency, fire or police vehicle when responding to an emergency call, acting in time of emergency or in connection with official police or fire department business;

(e) Noises resulting from emergency work as defined in Section 14.09.020;

(f) Noises made by churches using bells as part of their religious observance and by persons having obtained a permit to use the streets;

(g) Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations, and air traffic control and instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations is also exempt;

(h) All noises resulting from normal operations of railroad trains are exempt as provided by state or federal law;

(i) Noises resulting from burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time;

(j) Noises resulting from rubbish collection utilizing any mechanical equipment between the hours of five a.m. and ten p.m. only;

(k) Noises associated with equipment or animals lawfully utilized by persons with disabilities to accommodate their disability;

(l) Noises associated with legal consumer fireworks used during the times Indiana Code prohibits regulation by municipalities, which are as follows:

(1) Between the hours of five p.m. and two hours after sunset on June 29th, June 30th, July 1st, July 2nd, July 3rd, July 5th, July 6th, July 7th, July 8th, and July 9th,

(2) Between the hours of ten a.m. and twelve midnight on July 4th, and

(3) Between the hours of ten a.m. on December 31st and one a.m. on January 1st;

(m) Any other noise resulting from activities of a temporary duration permitted by law and for which a permit has been granted by the city of Bloomington in accordance with Section 14.09.050. Regulation of noises emanating from operations under permit shall be according to the

conditions and limits stated on the permit and contained in Section 14.09.050. (Ord. 07-16 § 6, 2007; Ord. 97-32 § 1, 1997; Ord. 73-45 § 1 (part), 1973).

14.09.050 Special permits.

Applications for a permit for relief from the regulations contained in this chapter shall be made in writing to the mayor or his or her duly authorized representative. Any permit granted by the mayor or duly authorized representative must be in writing and shall contain all conditions upon which said permit shall be effective. The mayor, or duly authorized representative may prescribe any reasonable conditions or requirements he or she deems necessary to minimize adverse effects upon the community or the surrounding neighborhood. (Ord. 07-16 § 7, 2007; Ord. 93-50 § 3, 1993; Ord. 75-43 § 1, 1975).

14.09.060 Enforcement.

(a) This chapter shall be enforced by the mayor, or his or her duly authorized representative, the Bloomington police department and/or civil servants, appointed with the approval of the common council.

(b) Each person charged with enforcement of this chapter shall have the power and authority to issue all orders and give notice of violations as are designated under this chapter. Such person, or persons, shall keep complete and accurate records. Nonpolice officers, who seek to enforce the provisions of this chapter, may not stop moving vehicles. (Ord. 07-16 § 9, 2007; Ord. 74-9 § 5, 1974; Ord. 73-45 § 1 (part), 1973).

14.09.070 Violations, penalties and appeals.

(a) Any person charged with violating the provisions of this chapter may, in the discretion of the enforcement officer, be issued an official warning. If an official warning is issued it shall be considered as affording the violator one opportunity to comply with this chapter's provisions.

(b) Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars. Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars.

(c) Upon written findings of a violation by the same person for the same offense three times within a consecutive twelve-month period, when such noise is created by the same noise emitter or same type of noise emitter, the noise creating device may be ordered by the enforcement officer to cease being used or operated until it can be brought into compliance with this chapter.

(d) Any person issued a written notice of violation of this chapter shall pay the total amount of the penalty to the city of Bloomington within seven days of such notice, unless such notice is appealed in conformity with subsection (e) of this section.

(e) All appeals from written finding of the enforcement officer must be taken, within seven days, to the board of public works.

(f) All appeals from written findings of the board of public works shall be made to courts of competent jurisdiction within seven days.

(g) Upon failure to appeal an adverse finding or failure to comply with a written order or assessed penalty, the city legal department shall be empowered to take all appropriate action necessary to enforce the written findings of the enforcement officer or of the board of public works. (Ord. 07-16 § 10, 2007; Ord. 93-50 § 5, 1993; Ord. 74-9 §§ 6-8, 1974; Ord. 73-45 § 1 (part), 1973).

Construction Requirements

Permit form follows. Completed form is to be submitted to City Engineering and Contractor shall obtain additional instructions from Owner Representatives.

Method of Measurement

This work will not be measured for payment. The work will be paid in the cost of the items appearing in the Schedule of Pay Items.

END OF SPECIAL PROVISION

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION _____

ACTIVITY _____

DATE OF EVENT _____ TIME OF EVENT _____

LOCATION OF EVENT _____

COST _____ PURPOSE _____

SOURCE OF NOISE _____

IS MUSIC AMPLIFIED? Yes ____ No ____

WHAT INSTRUMENTS? _____

OTHER INFORMATION _____

CONTACT PERSON _____ PHONE _____

ADDRESS _____

SIGNATURE _____ DATE _____

In accordance with section 14.09.070 of the Bloomington Municipal Code, I, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above-mentioned event with the following conditions:

Vickie Renfrow, Corporation Counsel

Date