

AGENDA
REDEVELOPMENT COMMISSION

Kelly Conference Room
May 20, 2014
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES –Not included

III. EXAMINATION OF CLAIMS/PAYROLL REGISTERS - Not included

IV. UNFINISHED BUSINESS

None.

V. NEW BUSINESS

RESOLUTION 14-20 : Approval to authorize award and funding of contract for Certified Technology Park Phase I Program Management and Utility & Drainage Planning

VI. BUSINESS/GENERAL DISCUSSION

A. CTP update.

VII. ADJOURNMENT

**RESOLUTION 14-20 OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION
TO APPROVE FUNDING AND AUTHORIZE AWARD OF CONTRACT
FOR CERTIFIED TECHNOLOGY PARK PHASE I PROGRAM MANAGEMENT AND UTILITY
AND DRAINAGE PLANNING**

WHEREAS, the Redevelopment Commission of the City of Bloomington issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bonds”) to pay for acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and

WHEREAS, the City needs the services of a civil engineering firm to design certain infrastructure improvements within the CTP, prepare utility and drainage master plans, conduct a geotechnical investigation, and provide program management services related to the above services and environmental investigations (the “Services”); and

WHEREAS, the City solicited Requests for Qualifications and received six responses, which were reviewed by a group of City staff and the president of the Redevelopment Commission, and that group selected Eagle Ridge Civil Engineering Services LLC (“Eagle Ridge”) to perform the Services; and

WHEREAS, Eagle Ridge proposes to perform the Services for \$151,240.00; and

WHEREAS, the City has available Bond funds in an amount not to exceed \$151,240.00 to pay for the Services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

1. The Redevelopment Commission hereby awards the contract for the Services to Eagle Ridge Civil Engineering Services LLC in an amount not to exceed \$151,240.00 as provided herein.
2. The Commission hereby approves payment of an amount not to exceed \$151,240.00 from the Bond funds (Fund 975-15-53990) for the Services described herein.

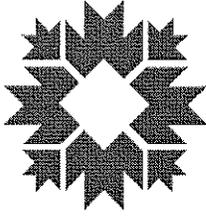
BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Michael Gentile, Secretary

Date



MEMORANDUM

CITY OF BLOOMINGTON
economic & sustainable development

To: Redevelopment Commission
From: Danise Alano-Martin, Director
Date: May 14, 2014
RE: Recommending Eagle Ridge Civil Engineering and team for utility/drainage planning and project coordination

On April 14, the City received qualification packages from six (6) firms in response to the April 1 Request for Qualifications (RFQ) seeking engineering and/or planning consultants. The consultants would perform the utility and drainage analysis and planning necessary as a precursor to additional public improvements and private investments envisioned by the CTP Master Plan & Redevelopment strategy. On April 25, a staff team including members from City Utilities, Public Works/Engineering, Planning, Parks, Legal and the Economic & Sustainable Development were joined by the President of the RDC in a meeting to review all qualification packages. After comprehensive discussion and deliberation, the consensus was reached to recommend Eagle Ridge Civil Engineering Services and their team which includes Bledsoe Riggert Guerrataz, Earth Exploration, and Applied Engineering.

The attached contract is presented for the RDC's consideration and approval, and includes a detailed scope of work. In general, Eagle Ridge will prepare a series of plans and reports to support future design and construction of buildings and infrastructure in the CTP. Including, in general terms:

- Determine approximate utility (water, wastewater, gas, electric, telecommunications) and storm water capacity needs based on plans and vision for development provided by the City
- Conduct topographic survey and geotechnical investigations to support future design
- Collaborate with any City consultants to ensure coordinated efforts and outcomes (e.g., our property consultant, the City's EPA Brownfield Grant environmental consultant, any advisors who might be engaged by the City regarding possible energy innovation projects, the landscape architect/planning firm that will be engaged to design street/streetscape infrastructure, etc.)
- Coordinate the various utility companies, both public and private, to determine details of needed utility infrastructure and the paths those utilities should take through the CTP

The fee for delivering these services is \$151,240 and the Administration recommends using the TIF bond proceeds, as infrastructure work is among the projects listed in the bond documents.

A CTP "Steering Committee" is referenced in the Scope of Services (Exhibit A). This Committee will consist of members of the City's internal, multi-departmental CTP implementation technical team, coordinated by me as the project manager. Routine updates from me (or Eagle Ridge, when appropriate) at our twice monthly RDC meetings will provide frequent occasions for guidance from the RDC, but including an RDC representative on this Committee would be very helpful to staff, as always. Twelve (12) meetings are referenced in the Scope of Services, but note that these meetings are not all likely to be "Steering Committee" meetings but also encompass other coordination meetings as may be necessary with other relevant City departments or agencies.

The next phase of infrastructure planning, which is engineering design plans for 10th street and alley improvements, and incorporating green infrastructure and place-making amenities, will be informed by

this crucial work done by the Eagle Ridge team. Overlapping these complementary design phases will ensure coordination of activities and desired outcomes, therefore the timeline for this second design phase of the infrastructure work will be coordinated with Eagle Ridge's milestones setting in its Program Workplan (described in the Scope of Services). The City's steps will include issuing an RFQ for and then recommending selection of landscape architect/planning firm(s) for this design work.

Brock Ridgway, P.E. and owner of Eagle Ridge, will be in attendance at the May 20 RDC meeting. We look forward to beginning this (literal) groundwork.

Thank you!

PROJECT NAME: Certified Technology Park – Program Management, Drainage and Utility Masterplanning

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Economic and Sustainable Development through the City's Redevelopment Commission (hereinafter referred to as "Commission"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Commission wishes to engage in activities to further the development of the City's Certified Technology Park, and;

WHEREAS, the Commission requires the services of a professional engineering consultant in order to **perform tasks including program management, utility masterplanning, and drainage masterplanning**, which shall be hereinafter referred to as "the Services", and;

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Commission as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. Masterplanning tasks shall be performed within the area designated in Exhibit G, Study Area for Masterplanning.

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in

the location and at the time of the rendering of the services. The City Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Engineer shall not unreasonably withhold its approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

The Commission hereby designates Danise Alano-Martin, Director of the Department of Economic and Sustainable Development to serve as the Commission's representative for the project, and she shall have the authority to transmit instructions, receive information, interpret and define the Commission's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Commission shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **One Hundred Fifty One Thousand, Two Hundred Forty Dollars (\$151,240)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission:

City of Bloomington
Department of Economic and
Sustainable Development
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

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

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

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

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

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

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

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

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

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

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

not required if federal law ceases to authorize the adoption and enforcement of this statute.)
Consultant shall sign an affidavit, attached as Exhibit F, affirming that Consultant is not engaged
in said investment activities.

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

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

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

Owner

Consultant

City of Bloomington
Redevelopment Commission

Eagle Ridge Civil Engineering Services, LLC

By: _____
David Walter
President

Brock Ridgway, P.E.
Managing Member

By: _____
Mark Kruzan,
Mayor

EXHIBIT A SCOPE OF SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Eagle Ridge Civil Engineering Services, LLC (Eagle Ridge) to assist the City of Bloomington (City) in the implementation of developing its Certified Technology Park (CTP).

Tasks by Eagle Ridge or the consultant team are preceded by (●) bullets, and tasks by City representatives are preceded by the word "CITY". Assumptions or limitations on the scope are generally written in *italics*. This work involves a variety of general Program Management tasks and Masterplanning Tasks generally described as follows:

Program Management Tasks:

- **Develop a Program Workplan** that includes the scope of work, assumptions, schedule, and key team member identification to serve as the guide for completing the agreed goals for the CTP masterplanning tasks.
- **Coordinate with the Program Team**, including subconsultants and City-assigned firms, in the completion of services including utility and drainage masterplanning, environmental and geotechnical investigations.
- **Act as a representative for the City and a resource** as the City continues coordination of the redevelopment of properties and roadways in the CTP area during the time in which the Utility and Drainage Masterplanning are underway. Attend meetings and assist in coordinating property development goals with ongoing masterplanning of utilities, drainage and related issues.
- **Work closely with the City's CTP Steering Committee**, as led by the Director of Economic & Sustainable Development.
- **Lead, participate, or present information in meetings with CTP stakeholders** including other City departments, commissions, boards, business owner groups, or the public as directed by the CTP Steering committee.

CTP Masterplanning Tasks:

- **Prepare a utility masterplan** that includes a review of previous CTP Masterplanning documents, an analysis of existing facilities, estimates of current capacity, and a projection of capacity necessary to provide for the future build out of the core area of the CTP. Utilities to include sanitary, water, electric, gas, and public and private telecommunications. Public utilities would include close consultation with CBU representatives, while private utilities would include coordination with the entities currently serving in the area.
- **Prepare a drainage masterplan** to include an analysis of present facilities and an identification of needed facilities to serve the future build out of the core area of the CTP. Coordinate the drainage plan with utility masterplanning and landscaping concept development.
- **Conduct a geotechnical investigation** to support design tasks and to provide data to the planning of utilities, property use and drainage facilities.
- **Coordinate with the City's property consultant** to identify intended development parcel

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boundaries, access needs for logistics and people, utility service needs, and parking needs. Apply this information to other planning and design tasks. Provide the City's Real Estate Consultant with information related to needs for permanent easements.

- **Participate in discussions** related to possible implementation of a **District Heating and Cooling** facility/utility or other **Energy Innovation** projects as part of CTP development. *Eagle Ridge's involvement in this activity is limited to up to 10 hours of activity in correspondence, meetings or coordination.*

ASSUMPTIONS:

Environmental Hazards

The scope of work assumes that the City's environmental consultant will perform any work relating to the identification of environmental hazards including the completion of Phase 1 or Phase 2 investigations; or the development of mitigation guidance. This work will be performed under a separate agreement.

Survey

The survey area of this scope of work is generally considered to be the area bordered by 10th, 11th, Rogers and Morton Streets, including those roadways. The CITY already has developed an agreement with Bledsoe Riggert & Guerrettaz, Inc. that includes most of this area. It is the intent to capture within this Agreement the cost of survey that is in excess of this other agreement. Eagle Ridge will review the work of the surveyor and establish their general scope of work, but shall only invoice for the portion of their fee in excess of BRG's existing agreement.

Land Rights / Rights of Entry

It is assumed that the exterior portions of the study area will be accessible to Eagle Ridge given a reasonable effort to notify property owners of the nature and timing of the work. City assistance may be requested in the event of any access problems.

Right of Way Engineering

It is assumed the City or its property consultant will conduct its own right-of-way engineering or acquisition activities, including right of way management, and selling/acquisition related services. The City or its property consultant may direct the preparation of any plat exhibits and legal descriptions needed for parcels or easements. If these documents are requested to be prepared by the consultant team, such services will be provided on a unit cost basis as an additional fee to this agreement.

DETAILED SCOPE OF SERVICES

PROGRAM MANAGEMENT TASKS:

Develop a Program Workplan

- Develop detailed work plan that includes scope of work and task list.
- Identify assumptions and work by City or City's other consultants.
- Assemble a preliminary schedule of intended milestones; track progress and modify schedule as appropriate.
- Set up project in accounting software, maintain cost records, set invoicing and status reporting formats.
- Conduct and maintain administration of the project in accordance with the Agreement.

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Coordinate the Program Team

- Prepare subconsultant contracts. Negotiate their scope of work and fees. Process invoices and other administrative needs. Subconsultants to Eagle Ridge are to include:
 - MEP Engineer for Utility Masterplanning and Design
 - Geotechnical Engineer to perform soil borings, rock probes, laboratory analysis and pavement designs.
 - Surveyor to perform survey and mapping for that portion of their fee that exceeds an existing agreement.
- Coordinate with other City staff and City appointed consultants that are performing work needed for the CTP implementation.

Work with the City's CTP Steering Committee

- Attend meetings on schedule requested by the Steering Committee. *For the purpose of fee estimation, an assumption of 12 meetings with the CTP Steering committee was used to quantify and estimated number of hours that might be devoted to meetings and miscellaneous coordination.*
- Prepare meeting records to document key decisions and the assignment of follow-up tasks.
- Report on the status of each primary project task, including Utility Masterplanning and Drainage Masterplanning.
- Notify Steering Committee when support from other City consultants is needed such as the conduct of environmental assessments, additional services by surveyor, etc.

Additional Stakeholder Meetings

- At the request of the CTP Steering Committee, participate or lead meetings or present information to CTP stakeholders including other City departments, City administration, commissions, boards, business owner groups, or the public.

In order to estimate a fee for this task, it is assumed that this task may include up to 3 meetings of this type, including meeting preparations, travel, meeting time and documentation of key decisions or follow-on tasks.

CTP CORE AREA MASTERPLANNING TASKS:

UTILITY MASTERPLAN DEVELOPMENT

For the purpose of Utility and Drainage Masterplanning, the study area boundary shall be deemed to be the Core Area of the CTP, which is defined as the area identified in Exhibit G.

Utility Coordination

- Assemble an initial list of utilities that may be present in the CTP area; ask City to review list and add contacts if known.
- In early coordination, request the following:
 - Is the utility company currently present within the boundaries of the Core Area.

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- Information about existing facilities including utility mapping, sizes, and materials.
- Information on any documented property interests (e.g. easements) that they possess in the Core Area.
- Information about their current capacity to serve areas of the Core Area; known deficiencies or areas operating near current capacity.
- Information about any utility upgrades that might be desirable or are currently planned.
- Interest in cooperating with other public and private utilities to provide additional or upgraded service in the Core Area.
- Invitation to be on the Utility Masterplanning Subcommittee
- Update the study area mapping (or survey) to reflect additional utility information that is obtained.
- Identify utility representatives including public and private utilities:
 - CBU, represented by Mike Bengtson and Phil Peden
 - Bloomington Digital Underground, representative to be determined
 - By invitation, AT&T represented by Brent McCabe
 - By invitation, Vectren, representative to be determined
 - By invitation, Comcast, representative to be determined
 - By invitation, Duke Energy, representative to be determined.
 - Other utilities if found to currently be operating in the area during utility coordination
- Meet with utility representatives at a Kickoff meeting to discuss:
 - The goals of the masterplanning effort
 - The need to manage the implementation of upgrades into tight roadway and utility corridors in conjunction with/prior to roadway construction.
 - The intent to provide managed/planned routes in corridors, and the need to merge compatible pathways (e.g. telecommunications)
 - The intent to bury utilities in reconstructed areas and the Central Green.

Utility Service Forecasting

CITY Through its real estate / property consultant, provide map of proposed land uses in the Core Area. Provide updates when/if applicable, especially any that are departures from the CTP Masterplan.

CITY Provide any information available on potential timing or phasing of development within the Core Area.

- Obtain copy of current CTP Masterplan and be familiar with the planned future build out of the Core Area. Identify any utility service needs that are projected in that document.
- Forecast the utility loads for planned building and land use types for each utility service.
- Identify shortcomings in the existing utility service coverage. Identify areas not served and those underserved.
- Prepare short description of each utility that describes its estimated current capacity compared to its forecasted load.

Central Heating and Cooling Study, Energy Innovation

- Participate in up to 10 hours each for Eagle Ridge and the MEP Subconsultant, for meetings, coordination or correspondence related to the City's review of the feasibility of a District Heating and Cooling facility or other energy innovation project as part of the Core Area Planning. *This*

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work expected to be led by the City or other City Consultant.

Coordinate with Separate Utilities

It is anticipated that each utility present will have the need to discuss their specific needs and interests and for the project team to need to ask them detailed questions about their facilities.

- Meet with utilities currently present in the Core Area.
- Discuss the Utility Service Forecasting findings with the utilities and revise the list of needs for the Core Area where appropriate.
- Discuss, with the intent of reaching a common understanding, the replacement or upgraded service projects that are needed.
- With respect to Phase 1 improvements to be designed, identify the specific projects needed to be incorporated into Phase 1 Utility work.
- Request each utilities specific project needs:
 - Scope of work, facilities, materials and sizes
 - Special Structures, e.g. vaults, manholes
 - Facilities to be installed empty
 - Regulatory requirements, spacing, proximity restrictions
 - Design responsibility
 - Ownership requirements
 - Scheduling of the work
 - Who will do the construction?
 - Construction as part of or prior to road project
 - Coordination with other utilities,
 - Presence of, or need for, documented property interests/easements
 - Long-term maintenance needs and access
 - Cost implications, not only related to construction costs but also property interests.
- Meet with CBU for information about existing city-owned utilities in the area. *Discuss the same list as noted above, but with respect to CBU facilities we anticipate that the project team will be designing sanitary sewers, watermains and related appurtenances, and that these will be constructed integral to the roadway reconstruction.*
- Meet with Bloomington Digital Underground for information about existing city-owned utilities in the area. *Discuss the same list as noted above, but with respect to BDU facilities we anticipate that the project team will be designing conduit runs and related appurtenances, and that these will be constructed integral to the roadway reconstruction.*

Alternatives and Phasing

- Identify alternatives for providing needed utility services to the Core Area.
- Consider the potential phasing of developments within the Core Area. Incorporate strategy to provide utilities where they seem most likely to be needed first, but with consideration for eventual full build-out need.
- Assemble a composite list of needs for areas to be reconstructed as part of Phase 1.

Preliminary Report

- Prepare brief narrative of each utility service highlighting the key issues of the existing condition

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and the apparent needs and challenges that may apply to each. Include capacity concerns, conflict issues, and timing constraints that may result.

- Prepare graphics to depict conceptual utility service to the planned Park. Depict general improvements in sufficient detail to note likely resolution of key service capacity or routing issues. Graphics will be prepared on an 11x17 format suitable for inclusion in the future bound report.
- Prepare cost opinions for each utility system. Costs will be provided on an aggregate basis without concern for potential responsibility for the cost of the improvements (i.e. City, developer or utility cost).
- Compile the preliminary analyses and recommendations in a draft report form.
- Provide a copy of the draft report to each utility and CTP Steering Committee for review and comments.

Secondary Coordination

- Coordinate with utilities where needed to address specific feedback or comments received.
- Meet with the CTP Steering Committee to discuss coordination of the Utility Masterplan and the needs identified therein, with the overall CTP effort.
- Address comments from Secondary Coordination as appropriate.

Final Recommendations & CTP Utility Masterplan

- Prepare final Utility Masterplan report. Report will include:
 - Background, Purpose
 - Review of Each Utility that includes description of existing capacity, forecasted load, and needed upgrades. Graphics for each Utility
 - Recommendations with phasing in overall CTP.
 - Description of needs for permanent property interests in the area and identification of agreements or documents that are needed for City or private utilities.
 - Specific Needs to be incorporated into Phase 1 improvements
 - Cost Estimates
 - Appendix for documentation of meetings
 - Appendices for gathered data
- Provide PDF and DOC files of report to CTP Steering Committee.

Utility Masterplanning Limitations:

This Utility Masterplanning scope of work is intended to provide planning-level information and form the basis for negotiations and the development of eventual cost-sharing, construction, and long-term maintenance agreements between the City, Utility Companies, and Site Developers. At this time, not enough information is available to know the number or nature of these negotiations or agreements that will be needed. It is likely the City can conduct much of this business themselves once equipped with the masterplanning data. As such, this final step is not quantifiable and is not included in this scope of work; it would need to be added as a future supplement.

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DRAINAGE MASTERPLAN

Per the City's guidance, this drainage scope does not include consideration of a non-potable water system. Implementing such a system would vastly change the work required and would need to be estimated later with information not currently available.

Initial CBU Coordination and Data Collection

- Obtain GIS Mapping including contours and existing storm sewer infrastructure.
- Meet with CBU prior to work to solicit data and discuss Masterplanning goals.
- Request system capacity data from CBU including past modeling, if available.
- Through CBU, request information on known drainage problems, sewer backups, age/condition concerns or other existing system deficiencies.
- Solicit CBU's thoughts on the need to provide detention or stormwater quality enhancement in the CTP area to reduce downstream concerns.
- Request CBU's current drainage goals within the CTP area including planned upgrades.
- Coordinate with CBU for acceptable expected impervious area values to provide per parcel for ease of future design approvals.
- Request design storm goals from CBU from proposed redevelopment (currently assumed to be the 10-year storm).
- Request desired rainfall distribution from CBU.

Existing Condition Modeling

- Review drainage watershed for capacity and coverage area. *Note that storm capacities will be based on pipe sizing, material and invert data available through the GIS system or from CBU, not field survey, except within the limited area where detailed survey is collected.*
- Develop a model of the existing storm system network(s) in the CTP area in CivilStorm by Bentley (modeling software). Note that this includes the analysis of areas upstream of, and flowing into, the CTP area.
- Review and model the existing drainage infrastructure to the point where the two primary outfalls from the CTP area come together.
- Calibrate and adjust the model where appropriate including consideration of past modeling that CBU was able to provide.
- Analyze the model for apparent/likely problem areas.
- Assemble a list of the apparent deficiencies in the existing system.
- Meet with CBU to obtain data/clarifications/and to resolve modeling related issues. *Assumes 3 additional meetings likely.*
- Assemble the findings in an informal report and provide to CBU and CTP Steering Committee for review, and comment.

Proposed Condition Modeling

- Using property planning data from the CTP Masterplan document and updates from the City's property consultant, prepare a model of proposed conditions in the CTP area.
- Identify deficiencies in the existing network to support the proposed condition.
- Identify needs for system improvements.

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- Consider the need for detention within the system, whether as site detention or on a partial watershed/full watershed level to keep runoff at or below existing levels as it exits the CTP area.
- Consider the need to implement stormwater quality enhancement in the CTP area, and whether this should be addressed on a site/partial watershed/watershed level.
- Determine where ponds need to be located within the system to create the needed detention.
- Assemble the findings in an informal report and provide to CBU and CTP Steering Committee for review, and comment.

Coordinate with Utility Masterplanning

- Coordinate drainage infrastructure needs with needs identified in Utility Masterplanning.
- Consider spacing and proximity constraints with other facilities.
- Identify roadway drainage features to be used in conjunction with landscaping and streetscaping.
- Determine an assumed amount of impervious area that will be built in the Central Green for the purpose of estimating drainage needs to support that future buildout.

Drainage Masterplan Report

- Assemble a Drainage Masterplan for the CTP area that includes:
 - Review of existing infrastructure and identification of needs
 - Impacts of the future CTP build out and apparent upgrade needs
 - Needs for detention including possible regional approach to detention
 - Needs for stormwater quality enhancement and strategies to provide it, including the use of stormwater planters and other features.
 - Coordination with Utility masterplanning
 - Coordination with Landscaping/Streetscaping
 - List of project needs throughout the CTP
 - Specific drainage needs to be incorporated into areas to be reconstructed as part of Phase 1.
- Provide Draft Proposed Drainage Masterplan to CBU and CTP Steering Committee for review and comment.
- Meet with the CTP Steering Committee to discuss coordination of the Drainage Masterplan and the needs identified therein, with the overall CTP effort.
- Revise drainage plan as appropriate.
- Provide Final Drainage Masterplan for the CTP to CBU and Steering Committee for review and approval.

GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATIONS

Given that the City has already initiated environmental assessment work under an EPA grant, work under this contract shall be limited to the effort needed to support this scope of work that cannot be funded by and completed under that other contract. At the time of this proposal, it appears that no Environmental Assessment work will be needed under this Agreement, but that geotechnical investigations are needed. Except for needed coordination, the scope of work below is for Geotechnical Investigation only.

Eagle Ridge will coordinate with the City's Environmental Consultant to request and obtain needed

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Environmental Assessments, and the development of mitigation strategies or design. It is assumed the City will make available the data obtained through its other contract.

Environmental Assessment Coordination

- Request environmental assessments and mitigation planning from the City's Environmental Consultant when needed to support other planning and design activities.

Geotechnical Investigations

- Conduct geotechnical investigations to support design tasks and to provide data to the planning of utility, drainage, landscaping, property, and roadways.
- Conduct a brief geotechnical investigation for the purpose of determining soil characteristics for full-depth pavement design, and to determine approximate depth of rock.
- Conduct coordination and permitting activities as necessary to gain City approval to conduct geotechnical investigations. Provide traffic control as needed.
- Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- Conduct geotechnical investigations to identify potential problems with in-situ soils.
- Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per City requirements.
- Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Provide distances to fixed features for each. Mark these locations and provide them to the surveyor so that they also appear in the survey.
- Prepare Soils Report based off results of geotechnical investigations.

This geotechnical work is described in greater detail in the attached proposal from the Geotechnical subconsultant.

COORDINATION WITH CITY'S PROPERTY CONSULTANT

- Coordinate with the City's property consultant to identify intended development parcel boundaries.
- Request guidance on access needs for logistics and people.
- Request verify of utility service needs.
- Request bordering area parking needs.
- Apply this information to other planning and design areas.
- Participate in coordination meetings – *assumes 2*.
- Provide information to City's consultant on the need for property to accommodate drainage easements, utility easements, access easements and the like which are identified in utility and drainage masterplanning.

SURVEY REVIEW AND SITE RECONNAISSANCE

- Conduct site walkthrough of the project.
- Review the mapping provided by the surveyor.
- *Review the mapping against field conditions and utility data. Coordinate with surveyor as needed to request completion of utility mapping or to resolve missing or inaccurate items.*

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EXHIBIT B

COMPENSATION

This scope of work is to be conducted on a portioned Lump Sum basis with an agreed Maximum Cost of **\$151,240**.

Program Management:	\$ 27,700
Utility Masterplanning:	\$ 66,800
Drainage Masterplanning:	\$ 28,200
Survey and Mapping:	\$ 6,470
Geotechnical/Environmental Coord:	\$ 16,400
Property Coordination:	\$ 5,600
TOTAL:	\$ 151,240

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

Senior Civil Engineer	\$115/hour
Civil Engineer	\$90/hour
CADD Technician	\$50/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%
Mileage Reimbursement	Current IRS Rate (currently \$0.56/mile for 2014)

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EXHIBIT C

ESTIMATED PROJECT SCHEDULE

The following schedule is approximate. It is intended to

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	June 1, 2014	
Survey and Mapping Complete	June 2014	
Geotechnical Investigations Complete	June 2014	
Utility Masterplanning	June – September 2014	
Drainage Masterplanning	June – September 2014	

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EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility

Name

Eagle Ridge Civil Engineering Services, LLC

Senior Civil Engineer/Project Manager
Civil Engineer/Project Engineer

Brock Ridgway, P.E.
Michael Tanis, P.E.

Subconsultants:

Geotechnical Investigations:

Earth Exploration, Inc.

Mechanical/Electrical/Plumbing Engineer:

Applied Engineering, Inc.

Surveyor:

Bledsoe, Riggert & Guerrettaz, Inc.

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EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Managing Member of Eagle Ridge Civil Engineering Services, LLC.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

Signature

Brock Ridgway, P.E.
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public
Printed name

My Commission Expires: _____
County of Residence: _____

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EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

Signature

Brock Ridgway, P.E.
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT G

