

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
August 1, 20016
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – July 18, 2016
- III. EXAMINATION OF CLAIMS** –July 15, 2016 for \$1,068,398.34
- IV. EXAMINATION OF PAYROLL REGISTERS** –July 8, 2016 for \$29,564.88 and July 22, 2016 for \$28,460.26
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 16-34: Approval of Consulting Agreement with Anderson + Bohlander, LLC
 - B. Resolution 16-35: Approval of Contract with DLZ for Right of Way Acquisition Services at Tapp Road and Rockport Road
 - C. Resolution 16-36: To amend the Funding Approval in Redevelopment Commission Resolution 16-27 (west 2nd Street and Rolling Ridge Way Signal and Sidepath Improvements)
 - D. Resolution 16-37: Approval for additional funds to complete the project at 3202 North Kingsley Drive
- VII. BUSINESS/GENERAL DISCUSSION**
 - A. Overview and Discussion on the Draft Comprehensive Plan
Christy Langley, Director of City Planning & Transportation Department
- VIII. ADJOURNMENT**

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THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, July 18, 2016 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: David Walter, Katie Birge, Sue Sgambelluri, Jennie Vaughan, Don Griffin and Kelly Smith

Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, HAND

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Linda Williamson, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Andrew Cibor, Transportation & Traffic Engineer for Planning and Transportation; Rick Dietz, Information and Technology Services Director; Dave Williams, Parks and Recreation Operations and Development Director; Dana Palazzo, BEDC; Mary Krupinski, Kirkwood Design Studio; Megan Banta, Herald-Times

II. READING OF THE MINUTES –Sue Sgambelluri made a motion to accept the June 6, 2016 minutes. Katie Birge seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –Jennie Vaughan made a motion to approve acceptance of the claims register for June 17, 2016 for \$55,029.19 and July 1, 2016 for \$79,164.47 and July 8, 2016 for \$29,564.88. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Katie Birge made a motion to approve acceptance of the payroll register for June 10, 2016 for \$29,315.91 and June 24, 2016 for \$29,695.90. Katie Birge seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported within the next month, she will bring the 2016 CDBG contracts to the Redevelopment Commission, for approval. The 2017 CDBG allocation process will also be starting soon. Sims reminded the commission, a volunteer to serve on the physical improvement and social service Citizens Advisory Committee will be needed soon. Sims has been working with the City Legal and Planning Department on implementing a Temporary Lodging Ordinance. There is a draft of the ordinance. Staff will be reaching out to respective groups within the community who may want to submit their input on the draft, before it goes to City Council for final approval.

Sue Sgambelluri asked for clarification regarding temporary lodging. Sims stated when someone rents out a portion of their residence on a temporary basis it is considered temporary lodging. A good example is an Airbnb.

B. Legal Report. Thomas Cameron was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

- D. CTP Update Report.** Linda Williamson reported continued work on the Anderson & Bohlander contract for the infrastructure improvement in the Trades District. Williamson stated a portion of the land in the area is owned and governed by the Department of Public Works. She stated there will be a memorandum of understanding with the Redevelopment Commission and the Board of Public Works which, will come to the Redevelopment Commission's next scheduled meeting for approval. Williamson also reported continued discussions on the Pedcor project and expects to have a more complete update at the next scheduled meeting.

Dana Palazzo with the Bloomington Economic Development Corporation (BEDC) and Mary Kurpinski, Kirkwood Design Studio were present to provide an interim report on the contract for the program planning at the Dimension Mill. Palazzo stated the BEDC hired Kirkwood Design Studio to be a third party to interview entrepreneurs, small businesses, and interested parties, that might have an interest going into collaborative work space in the Dimension Mill. Kurpinski reported working on a public open house at the Dimension Mill. The tentative date is August 2. BEDC will present their final report at the last Redevelopment Commission meeting in August.

Mary Kurpinski stated she has been hired to generate a building program for the Dimension Mill. Her job is to identify the needed work space and auxiliary elements in the building. Kurpinski stated there is a need for conference rooms, phone booths, sound control and traffic. She wants to have something that represents the mid-west in Bloomington and doesn't portray what the trendy tech co-work space is that you might see on the coast. People really need space to network and work seriously.

David Walter asked how many different groups she had spoken with. She stated she has met with 16 different groups and plans on speaking with two more.

Jennie Vaughan asked how the groups were identified. Palazzo stated the BEDC and Bloomington Technology Partnership has multiple lists that are constantly updated with start-up's, small businesses, co-work and work space clients. She explained they basically go through the overlapping lists and decide who might best be interested. We also run a pre-accelerator program for Ivy Tech and IU students. One of them was interviewed as a really early stage start-up.

Sue Sgambelluri asked to have a list of everyone contacted and the companies they represent, included in their report. Sgambelluri asked for clarification on the term "auxiliary spaces". Kurpinski stated printer, lunch, break, and telephone rooms are all auxiliary spaces. Also, video conferencing, outdoor and event space, bike storage, showers, and lockers are auxiliary elements.

Kurpinski stated there has been talk about maker space however, currently that is served by Blooming Labs. Don Griffin asked Kurpinski to explain the term "maker space". She explained maker space looks at how people learn and how there is a missing gap in the educational world of hands on learning, such as 3-D printing, laser printers, and how that is facilitating another level of ingenuity in education. Blooming Labs is a type of maker space in Bloomington.

Sue Sgambelluri asked that the report include a vocabulary list. David Walter asked if any of the groups have mentioned other places we may want to investigate. Launch Fishers, Match Box in Lafayette, and a couple in St. Louis were mentioned. One individual that

runs a work space here in Bloomington, has been to San Francisco and several different places across the country.

Griffin asked if they have looked at the music industry as potential clients for the work space. They have not. Griffin mentioned Bloomington has several local record companies and musicians.

Sgambelluri asked if they are looking at any of the research that is coming out of Steelcase or Herman Miller. They are a corporate member at IU and do interesting research.

Kurpinski agreed, they do good research and they are providing workspaces responding to the market. Sgambelluri stated it might be worth stating in their final report.

VI. NEW BUSINESS

- A.** Resolution 16-30: Approval of Funding for Engineering Services for Fiber Conduit Installation Across what will be I-69. On June 20, 2016 the Redevelopment Commission approved the project review and approval form for this project. Rick Dietz, Director of the City IT department stated staff has identified AZTEC Engineering Group as the best provider of the engineering services for this project. Staff has negotiated an agreement with AZTEC Engineering for an amount not to exceed \$22,500.

Sgambelluri stated the Second and Third Street bridges are part of the Consolidated TIF. However, the bridge at Vernal Pike is not part of the Consolidated TIF but it serves the TIF. Cameron explained there are two categories we talk about in regards to TIF funds. Projects must fit into one of those categories. The first category is for projects which are in, adjoining, or inter-connected to the TIF. The second category talks about projects which are in or serving the TIF. This can serve a project that might not be in the TIF but has a project that serves a broader impact and still benefits the TIF.

Sue Sgambelluri made a motion to approve Resolution 16-30. David Walter seconded the motion. The board unanimously approved.

- B.** Resolution 16-31: Approval of Funding for Construction of West 17th Street (Maple to Madison) Sidewalk Project. Andrew Cibor stated the Redevelopment Commission approved the project review and approval form for this project on April 4, 2016. The estimated construction cost is \$500,000. Staff has solicited bids, evaluated those bids, and identified the bid from E & B Paving, Inc. for \$505,505 for the construction of the project as the best response. The bid includes the \$33,500 for the cost of sanitary sewer structures. The City of Bloomington Utilities has agreed to pay for the Sanitary Sewer Structures. The Board of Public Works has approved the contract with E & B Paving, pending the Redevelopment Commission's approval of funding for the remainder of the bid for \$472,005.00.

David Walter made a motion to approve Resolution 16-31. Katie Birge seconded the motion. The board unanimously approved.

- C.** Resolution 16-32: Approval of Funding for Structural Engineering Services in Preparation for Solar Panel Installations at City Hall, Showers Plaza, and the Bloomington Police Department. Jeff Underwood stated this contract is for the structural engineering services to make sure the structures will support the weight of the solar panels. They will also do calculations on the proposed saving for installing solar panels.

Jennie Vaughan made a motion to approve Resolution 16-32. Sue Sgambelluri seconded the motion. The board unanimously approved.

- D.** Resolution 16-33: Approval of Funding for Film Improvements at the Buskirk-Chumley Theater (BCT). On August 3, 2015, the Redevelopment Commission approved a project review and approval form to upgrade the film and audio capabilities of the BCT. The form anticipated the project would cost \$170,000 which, the City Controller allocated toward the completion of the project. Dave Williams stated the first purchase under that funding resolution was for sound equipment in the amount of \$88,577.00, which has been purchased and installed at the Theater. The balance of the funding was to be used for the Cinema. The next proposal for the RDC's consideration is for the Cinema equipment. This includes the installation of a theater quality projection screen, a film projector, and playback equipment. Also, renovation of the tech booth will be needed to accommodate this equipment.

The only bid received was from Entertainment Supply & Technologies for \$101,390.00. The full cost of the project is now estimated at \$189,967.28. The total allocation was for \$170,000.00, therefore \$19,967.28 is still needed. Williams stated there is already a discretionary allocation of \$74,000 for TIF eligible expenses at the Theater. To date, we have not used any of those funds this year. The Redevelopment Commission and City Legal have approved the cinema and sound package.

Williams stated this request is to award the \$101,390 to Entertainment Supply & Technologies which, was the only bidder for the cinema equipment and fill the deficit of the \$19,967.28 from the \$74,000.00 BCT allocation. Members of the commission expressed concern with having only one bidder. Williams stated the BCT reached out to numerous companies for bids and only received the one response. Underwood stated the bidding was a complete process.

Katie Birge asked what the rationale is for taking the remaining \$19,967.28 out of the \$74,000.00 BCT allocation instead of the consolidated TIF. Underwood stated after speaking with Williams, the consensus was the \$74,000 minus the \$19,967.28 was going to be sufficient. Cameron stated the Consolidated TIF is the funding source for the \$74,000.00.

David Walter made a motion to approve Resolution 16-33. Katie Birge seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Discussion of Tax Abatement Guidelines. Thomas Cameron stated staff has been discussing the possible tax abatement for the Chocolate Moose, they decided to draft tax abatement recommendation guidelines for some of the boards and commissions where tax abatement can affect them. Cameron explained first a tax abatement must go to the Economic Development Commission. The Economic Development Commission will make a formal recommendation to the City Council. It can have a real impact on the TIF and Redevelopment Commission. Therefore, staff is in the process of drafting a set of guidelines to make sure the Redevelopment Commission is involved in the process moving forward.

VIII. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Donald Griffin, President

Sue Sgambelluri, Secretary

Date

**16-34
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CONSULTING AGREEMENT WITH ANDERSON +
BOHLANDER, LLC**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City of Bloomington (“City”)’s Certified Technology Park, The Trades District; and
- WHEREAS, as part of the planning for the redevelopment of The Trades District, the Certified Technology Park Master Plan and Redevelopment Strategy was completed (“Master Plan”); and
- WHEREAS, the RDC approved the Master Plan in its Resolution 13-25; and
- WHEREAS, the Master Plan called for infrastructure improvements—including improvements to 10th Street and the alley between Morton Street and the Dimension Mill, and the extension of Madison Street—as a way to create viable redevelopment parcels and a sense of place (“Transportation Improvements”); and
- WHEREAS, the Master Plan also called for sustainable, innovative approaches to utility infrastructure within The Trades District (“Utility Improvements”); and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) to improve the infrastructure in The Trades District “based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans” (“Project”); and
- WHEREAS, in Resolution 15-06, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) to design aspects of the Project, to prepare the construction documents necessary for the competitive bid process and the construction of those aspects, to create an identity for the City’s Certified Technology Park and 10th Street, and to coordinate with potential development partners within The Trades District (“2015 Agreement”); and
- WHEREAS, the 2015 Agreement was based around the straightening of 10th Street; and

WHEREAS, it is desirable to leave 10th Street in its current location, and to construct the Transportation and Utility Improvements around that location; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the scope, price, and timeline of the Project; and

WHEREAS, the Amended Form is attached to this Resolution as Exhibit A; and

WHEREAS, it is in the best interest of the public, the RDC and The Trades District to enter into a new agreement with Anderson + Bohlander for Anderson + Bohlander to design and document the Transportation Improvements and the Utility Improvements (the “Services”) based on leaving 10th Street in its current location; and

WHEREAS, Anderson + Bohlander proposes to perform the Services for \$445,234; and

WHEREAS, City Staff have negotiated a consulting agreement with Anderson + Bohlander, which is attached to this Resolution as Exhibit B (“2016 Agreement”); and

WHEREAS, there are available Bond funds to pay for the Services; and

WHEREAS, some of the Services are expected to take place in property owned by the City, rather than the RDC; and

WHEREAS, to avoid any confusion, Staff has prepared a Memorandum of Understanding between the Board of Public Works and the RDC, giving the RDC explicit permission to design the Transportation Improvements and the Utility Improvements on property that is owned by the City rather than the RDC; and

WHEREAS, a copy of the Memorandum of Understanding is attached to this Resolution as Exhibit C; and

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the Bond, and finds that the services to be rendered under the 2016 Agreement serve the public’s best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Four Hundred Forty Five Thousand Two Hundred Thirty Four (\$445,234) from the Bond funds (Fund 975-15-150000-53990) to pay for the services rendered under the 2016 Agreement, to be payable in accordance with the terms of that Agreement.
4. Unless extended by the Redevelopment Commission in a resolution prior to April 30, 2017, the authorizations provided under this Resolution shall expire on April 30, 2017.
5. The RDC hereby authorizes Donald Griffin to sign the 2016 Agreement and the Memorandum of Understanding with the Board of Public Works on behalf of the RDC.

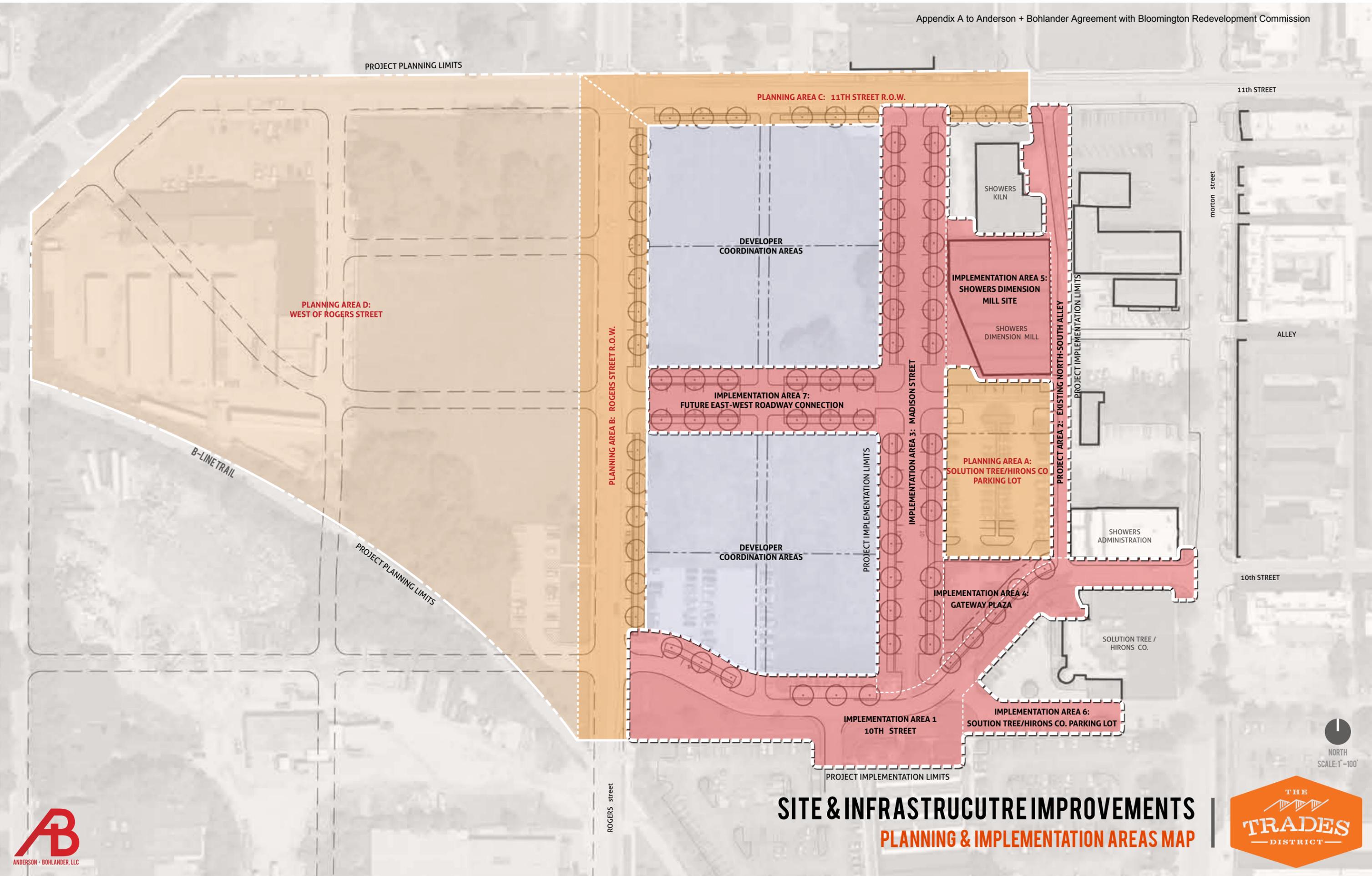
BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



SITE & INFRASTRUCTURE IMPROVEMENTS

PLANNING & IMPLEMENTATION AREAS MAP



AGREEMENT FOR CONSULTING SERVICES
WITH ANDERSON + BOHLANDER, LLC

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington through the Bloomington Redevelopment Commission (hereinafter referred to as “City”), and Anderson + Bohlander, LLC (hereinafter referred to as “Consultant”),

WITNESSETH:

WHEREAS, the City wishes to engage the services of Consultant for the Trades District Site and Infrastructure Improvements Project in the Certified Technology Park; and

WHEREAS, Consultant has partnered with the following entities to provide the services to the City: Crawford, Murphy & Tilly (civil engineering), and Bledsoe Riggert Cooper James (surveyor/plat engineer)

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 City;

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 City as set forth in Exhibit A, Scope of Services (hereinafter the “Services”). Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. The Services will consist of services rendered by Consultant and all subcontractors, including, but not limited to, Crawford, Murphy & Tilly, and Bledsoe Riggert Cooper James.

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 City as may be requested and desirable, including primary coordination with the City official(s) designated as project coordinator(s).

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

Article 2. Term: The term of this Agreement shall be from the date of execution of the Agreement through conclusion of all Services.

Article 3. Standard of Care: Consultant shall be responsible for completion of the Services in sufficient manner to meet the customary professional standards and shall perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographic regions as the work described in this Agreement.

Article 4. Responsibilities of the City: The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 5. Compensation: The City 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 all reimbursable costs such as travel and printing, shall not exceed the amount of **\$445,234.00**. The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed and sent to the City's designated Project Coordinator. Payments will be made within forty five (45) days after the claim has been approved for payment by the Bloomington Redevelopment Commission.

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 City or its designated project coordinator prior to such work being performed, or expenses incurred. The City 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.

Article 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 7. 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 8. 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 City may terminate or suspend performance of this Agreement at the City'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 City, and the City 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 City, as set forth in Article 10 herein.

Article 9. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. 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 whom the City shall approve. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional subcontractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. 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 11. 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 City.

Article 12. Indemnification: Consultant shall defend, indemnify and hold harmless the City of Bloomington, and the officers, agents and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant or his agents or employees or independent contractors directly responsible to him, except that the above shall not apply

to the sole negligence or willful misconduct of the City or the City's agents, servants or independent contractors who are directly responsible to the City.

Article 13. 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 limit of \$2,000,000 annual 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 City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City 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 City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

Article 14. 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 15. 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 16. 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 17. Assignment: Neither the City 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 City'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 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

Article 19. 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 Monroe County, Indiana.

Article 20. 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, all regards, including, but not limited to, employment.

Article 21. Verification of New Employees' Immigration Status. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the

City procures a new contractor. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract 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 the contract with the City.

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 the City of any and all applicable regulations and approvals required by the federal law. 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 City 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:

City:

City of Bloomington
Legal Department
401 North Morton Street
Bloomington, IN 47404

Consultant:

Anderson + Bohlander, LLC
1 North Meridian Street, Ste. 902
Indianapolis, IN 46204

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

Article 24. Intent to be Bound: The City 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 City 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. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. Cost Estimates: All estimates of cost to be provided by Consultant shall represent Consultant’s best judgment 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 City has control over various cost elements related to the project. Accordingly, Consultant cannot and does not warrant or represent that proposals or bids received will not vary from any cost estimates provided pursuant to this Agreement.

Article 28. Breach of Agreement: City shall be entitled to its reasonable attorneys’ fees incurred in any action brought against Consultant for breach of any term of this Agreement.

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

City of Bloomington

Anderson + Bohlander, LLC

By: _____
John Hamilton, Mayor
Date: _____

By: _____
Joshua D. Anderson, Managing Principal
Date: _____

By: _____
Jon Bohlander, Manager
Date: _____

Bloomington Redevelopment Commission

By: _____
Donald Griffin, President
Date: _____

ATTEST: _____
Sue Sgambelluri, Secretary
Date: _____

EXHIBIT A1

SCOPE OF SERVICES: Planning and Landscape Architecture

PROJECT DESCRIPTION

- A. Project Implementation Limits: *(Refer to Planning & Implementation Areas Map, APPENDIX A)*
It is the understanding of the Consultant Team that the City of Bloomington (CLIENT) seeks to design and document a site and infrastructure improvements project within the Trades District. Anticipated improvements are to consist of streetscape improvements, on-street and temporary parking facilities, sidewalks and pedestrian access, plazas, utilities, drainage, site furnishings, lighting, signage, and elements of branding.

The anticipated Project Implementation Areas are as follows;

1. Implementation Area 1: Existing 10th Street between Morton Street and Rogers Street
2. Implementation Area 2: Existing North-South Alley between 10th Street and 11th Street
3. Implementation Area 3: New Madison Street extension between 10th Street and 11th Street
4. Implementation Area 4: New Gateway Plaza at intersection of 10th Street and new Madison Street extension
5. Implementation Area 5: Showers Dimension Mill Site
6. Implementation Area 6: Existing Solution Tree/Hirons Co. Parking Lot South of 10th Street
7. Implementation Area 7: Future East-West roadway connection between Rogers Street and the new Madison Street extension

- B. Project Planning Limits: *(Refer to Planning & Implementation Areas Map, APPENDIX A)*
It is the understanding of the Consultant Team that the CLIENT also seeks to establish schematic concepts for future right-of-way improvements within the Trades District. The concepts will be based on an evaluation of right-of-way widths, on-street parking, sidewalks, landscaping and bicycle facilities. The Consultant Team will assist the CLIENT with delineation of all applicable right-of-way and easement lines for the purposes of right-of-way engineering, platting and acquisitions to be done by Others.

The anticipated Project Planning Areas are as follows;

1. Planning Area A: Existing Solution Tree/Hirons Co. parking lot north of 10th Street
2. Planning Area B: Rogers Street Right-of-way
3. Planning Area C: 11th Street Right-of-way
4. Planning Area D: West of Rogers Street

- C. Developer Coordination Areas: *(Refer to Planning & Implementation Areas Map, APPENDIX A)*
It is the understanding of the Consultant Team that the CLIENT and the City of Bloomington are also seeking proposals from private developers for parcels of land that are to be located within the Project Planning Limits. The Consultant Team will assist the CLIENT with delineation of any applicable alley rights-of-way and easements affected by the development proposals. The Consultant Team will also assist with any design, engineering and utility coordination as needed for the Project Implementation Area and anticipated capital improvements.

PROJECT ASSUMPTIONS/EXCLUSIONS

- A. Crawford Murphy Tilly (CMT) will provide civil engineering and utility coordination services as part of a sub-consultant agreement with Anderson + Bohlander
- B. Bledsoe Riggert Cooper James will provide surveying and right-of-way engineering services as part of sub-consultant agreement with Anderson + Bohlander
- C. Property acquisition services will be provided by the CLIENT.
- D. Project specifications will utilize both INDOT and CSI formats. Front end specifications (Bidding/Contracting Requirements, and General/Supplemental Conditions) to be provided by the City of Bloomington
- E. Assume horizontal location of existing utility facilities is as shown on the existing topographic survey provided by others.
- F. Assume utility locates (northing, easting, elevation) are by others. If subsurface utility engineering is recommended/needed, this can be provided as an additional service.
- G. Traffic data collection/traffic engineering studies are not required or included.
- H. Utility capacity analysis, if needed, will be provided by the utility companies.
- I. NEPA documentation is not required.

- J. Maintenance of Traffic (MOT) Plan assumes full closure of 10th Street and Alley. MOT Plan also assumes flagger condition (2 lanes remain open) on Rogers, Morton and 11th Streets.
- K. Geotechnical engineering and pavement design are to be based on reports prepared as part of previous 10th Street Realignment project. If additional geotechnical engineering or pavement design is required, this can be provided as an additional service.
- L. Analysis and assessment of hazardous materials is not included.
- M. Work associated with basements, cellars, vaults or other underground features are not included. If required, these can be provided as an additional service.
- N. IDEM Rule 5 – Notice of Intent (NOI) is only permitting to be included by design team. Any additional permits required will be obtained by the CLIENT or the Construction Contractor.
- O. Construction contract is assumed to be lump-sum rather than unit cost contract.
- P. Parking structure design and/or coordination is not included
- Q. City to provide water line and sewer line sizes and loading requirements.
- R. Assumes milling and resurfacing only for Implementation Area 2 (existing north-south alley) and not complete construction or rehabilitation
- S. Estimate of probable construction costs for right-of-way utility construction (not including stormwater, water utility and sanitary sewer) are to be provided by individual utility providers.
- T. Relocation design for gas, power, and communications to be provided By Others.
- U. Contract document to included one bid package - multiple bid packages are not included
- V. Construction Administration services are not provided as part of this scope of services, but could be added as an additional services. This services could include:
 - 1. Attendance at regularly scheduled progress meetings
 - 2. Site visits for review or questions
 - 3. Construction observation services
 - 4. Construction inspection
 - 5. Preparation of punch list items
 - 6. Attendance at substantial and final completion walk-through meetings

SCOPE OF SERVICES

The following represents a specific scope of services for this Project Agreement:

Refer to original copies of Civil Engineering scope items to be provided by CMT (Exhibit A2) and Surveying/Right-of-way Engineering scope items to be provided by Bledsoe Riggert Cooper James (Exhibit A3) for further clarification of engineering services to be provided as subconsultant agreements with Anderson + Bohlander.

A. INVENTORY & ANALYSIS

Objective: Building off of work already completed as part of the 10th Street Realignment Project, collect and review all relevant and available data, plans, and reports as they relate to the Planning and Project Limits

I. PROJECT COORDINATION

- 1. Conduct an administrative kickoff meeting to confirm;
 - a. Desired goals and objectives as it relates to the project design intent
 - b. Project area, ownership and access
 - c. Jurisdictional and review agency requirements
 - d. Preliminary schedule and deliverables
 - e. Design team roles, responsibilities, and deliverables
 - f. Budgeted costs and potential revenue sources
 - g. Fee structure, invoicing, expenses and payment processes
- 2. Attend regularly scheduled project coordination meetings at three (3) week intervals with the CLIENT and their representatives to ensure team communication and design coordination

II. DATA REVIEW

- 1. Conduct a site visit to review and document the site inventory and analysis;
 - a. Develop a complete a photographic documentation and written summary of existing conditions and field findings

- b. Provide a summary of the initial impressions and site context, along with potential challenges and opportunities for CLIENT consideration
 2. Using information obtained as part of the previous 10th Street Realignment efforts, review the project information as it relates to the revised project limits as follows;
 - a. Review available plans, studies, data, drawings, and reports; traffic data; right-of-way data; survey data, geotechnical recommendations, environmental documents and mitigation plans, utility and drainage master plans, aerial, GIS, and base mapping
 - b. Coordinate additional topographic survey information needed

III. CIVIL ENGINEERING/UTILITY COORDINATION

(Refer to Exhibit A2-1.0 for additional scope of services to be provided by CMT)

IV. TOPOGRAPHIC SURVEY

(Refer Exhibit A3-1 for scope of services to be provided by Bledsoe Riggert Cooper James)

B. PLANNING & PROGRAM ANALYSIS

Objective: Building off of work already completed as part of the 10th Street Realignment Project, review and analyze the expanded project area to establish new right-of-way and easement lines, schematic concepts, and prepare preliminary cost estimates as they relate to potential capital improvement projects.

I. PROGRAM REVIEW

1. Conduct a preliminary design review of the public right-of-way improvements as they relate to the Project Planning Limits and Project Implementation Limits to include:
 - i. Roadways and alleys
 - ii. Sidewalks and landscape areas
 - iii. Service and loading areas
 - iv. Review existing and proposed facilities for sanitary, water, electric, gas, public and private telecommunications, and other relevant utilities
 - v. Stormwater management strategies
2. Provide preliminary design recommendations for right-of-way improvements within the Project Planning Areas to include:
 - a. Proposed street and alley layouts and widths
 - b. On-street parking locations
 - c. Sidewalks
 - d. Landscape requirements
 - e. Bike lanes and bike facilities
3. Assist the Civil Engineer with preliminary engineering reviews and analysis to determine
 - a. Constraints to horizontal and vertical alignments
 - b. Conceptual stormwater solutions related to the Project Planning Areas
 - c. Conceptual stormwater managements solutions related to the Project Implementation Areas
4. Prepare preliminary right-of-way and easements lines within the Project Planning Limits for review with the CLIENT
5. Assist the CLIENT with analysis and recommendations for future phasing and construction sequencing
6. Prepare a preliminary estimate of probable construction costs based on industry standards and recently acquired bid tabulations from other project (CLIENT or Consultant Team provided) as it relates to each of the Project Planning Areas and proposed Project Implementation Areas

II. DEVELOPER COORDINATION

1. Assist the CLIENT with the appropriate design and engineering reviews as they relate to potential development sites adjacent to, or within the project limits, and make the necessary recommendations for;
 - a. Pedestrian and vehicular access
 - b. Parking
 - c. Building orientation
 - d. Key views

- e. Stormwater management
- f. Utility connections

III. CIVIL ENGINEERING

(Refer Exhibit A2-2.0 for additional scope of services to be provided by CMT)

C. SCHEMATIC DESIGN

Objective: Based on feedback and direction obtained from the Planning and Program Analysis, establish the limits of work to be included in the capital improvements project and reach consensus on the type, location, organization, scale, character and potential cost of those proposed capital improvements.

I. DESIGN ALTERNATIVES

1. Prepare one (1) conceptual schematic design alternatives to communicate the intent, scale, and character of improvements for the Project Implementation Areas, including, but not limited to:
 - a. Roadways, walks and plazas
 - b. Parking, service access, and loading areas
 - c. Landscape areas, trees and turf
 - d. Sustainable stormwater alternatives
 - e. Gateways and branding
 - f. Signage and way-finding
 - g. Lighting locations
 - h. Accessibility
2. Conduct one (1) Design Alternative Review meetings with the CLIENT, their representatives, and pertinent stakeholders to:
 - a. Review schematic design alternatives and related graphics
 - b. Review needs, wants and concerns of the CLIENT and stakeholders
 - c. Review future design considerations to accommodate proposed improvements identified in Project Planning Areas
 - d. Review design considerations necessary to accommodate future development sites
 - e. Collect feedback and select a preferred alternative, based on merits, client desires, etc.

II. PREFERRED ALTERNATIVE

1. Based on CLIENT and representative feedback, prepare a preferred design alternative and refine the graphics to include appropriate plans, sections and other graphics to communicate the intent, scale, and character of improvements, including, but not limited to:
 - a. Roadways, walks and plazas
 - b. Parking, service access, and loading areas
 - c. Landscape areas, trees and turf
 - d. Sustainable stormwater alternatives
 - e. Gateways and branding
 - f. Signage and way-finding
 - g. Lighting locations
 - h. Opportunities/locations for public art
2. Assist the Civil Engineer with preliminary engineering reviews of the preferred alternatives to include:
 - a. Feasibility analysis
 - b. Constructability analysis
 - c. Horizontal and vertical alignment constraints
 - d. Grading and drainage constraints
 - e. Stormwater management alternatives
 - f. Utility constraints

- g. Accessibility
 - h. Intersection radii analysis
 - i. Sight triangles
3. Provide horizontal layout of proposed right-of-way and easement lines for the purposes of right-of-way engineering, platting, and land acquisition to be performed by CLIENT
 4. Prepare and deliver a 30% plan review set for owner review and comment

III. COST ESTIMATING

1. Prepare a preliminary estimate of probable construction costs based on industry standards and recently acquired bid tabulations from other projects (CLIENT or Consultant Team provided) as it relates to each of the Project Planning Areas and proposed Project Implementation Areas

IV. CIVIL ENGINEERING

(Refer Exhibit A2-3.0 for additional scope of services to be provided by CMT)

V. BOUNDARY SURVEY & PLAT ENGINEERING

(Refer to Exhibit A3-2-3 for additional scope of services to be provided by Bledsoe Riggert Cooper James)

D. DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTATION

Objective: Based on the preferred schematic design alternative, reach consensus on the type, location, organization, scale, character and potential costs in order to prepare final construction documents, specifications, quantity schedules and other bidding documents for the competitive bid and construction of the proposed improvements.

I. DESIGN DEVELOPMENT

1. Finalize the size, horizontal and vertical geometry, structure, material and finish, as appropriate, for the proposed improvements, including:
 - a. Roadway and alleyway layout and materials
 - b. Parking, service, and loading areas
 - c. Utility design and modifications
 - d. Walks and other pedestrian surfaces
 - e. Structures, walls, and other vertical elements
 - f. Landscape beds, rain gardens, slope stabilization where needed, and turf areas
 - g. Site lighting elements
 - h. Wayfinding, graphics, identity elements, public art, and signage concepts
 - i. Furnishings, materials and finishes
2. Assist the Civil Engineer with review of the feasibility analysis for the preferred alternative, to include:
 - a. Review of typical sections
 - b. Review of horizontal and vertical alignment
 - c. Review of grading and drainage strategies
 - d. Review of utility locations
 - e. Review turning radius and sight triangles
 - f. Review of accessibility
 - g. Review of regulatory signage and pavement markings
3. Assist the Civil Engineer with preparation of the site lighting and electrical plans to include:
 - a. Lighting locations
 - b. Product selection
 - c. Design heights and lighting output/direction
 - d. Electrical outlets
4. Refine the schematic summary of quantities and estimate of probable construction costs

5. Review the outline specifications, product data and material examples with team members, CLIENT representatives, and pertinent jurisdictional agencies for feedback
 - a. Refine recommendations as needed, based on feedback and desires, and update the drawings and graphics for review with the CLIENT and appropriate representatives.
 - b. Present the recommendation to the CLIENT and appropriate partners, review agencies, or jurisdictions as necessary to obtain any needed authorizations to continue with the proposed design
6. Prepare and deliver a 50% plan review set for owner review and comment

II. UTILITY COORDINATION

1. Meet with utility owners (assume 2 meetings total) for kick-off meeting about the project to understand the following
 - a. Existing facilities as well as restrictions to existing facilities from the utility owners
 - b. Proposed infrastructure needs from the utility owners
 - c. Timing of utility improvements/relocations as well as scheduling/sequencing of work needed as it relates to the street segment improvements
 - d. Catalog information from utility owners

III. CONSTRUCTION DOCUMENTATION

1. Finalize the graphic documentation and specifications needed to bid and construct the proposed improvements, to include;
 - a. Project identification and general information
 - b. Notes, indexes and standards
 - c. Summary of estimated quantities
 - d. Alignment, ties, and bench marks
 - e. Maintenance of traffic
 - f. Erosion and sedimentation control
 - g. New and relocated underground utilities
 - h. Grading and drainage
 - i. Access, loading and vehicular systems
 - j. Curbs, walks and pedestrian surfaces
 - k. Structures and Retaining Walls
 - l. Irrigation
 - m. Turf and landscape areas
 - n. Site furnishings
 - o. Wayfinding, sign graphics and branding details
 - p. Site lighting and power distribution
 - q. Other details as necessary
2. Review and assist the Civil Engineer with review and design coordination related to final written and graphic documentation as it relates to;
 - a. Typical Sections
 - b. Horizontal & Vertical Alignment
 - c. Plan & Profile
 - d. Construction Details
 - e. Site Plans
 - f. Erosion and sedimentation control plans
 - g. Utility plans
 - h. Utility details
 - i. Electrical Engineering
 - j. Retaining wall details

- k. Stormwater management plans and details
 - l. Water utility services plans and details
 - m. Sanitary sewer utility services plans and details
 - n. Signing and Pavement Markings
3. Finalize the written documentation that will be used to bid and construct the proposed improvements including:
 - a. Review and necessary edits to front-end documents to be provided by CLIENT
 - b. Specifications and project manual
 - c. Other required bid documents
 4. Finalize the schedule of quantities and estimate of probable construction costs
 5. Prepare and deliver a 95% plan review set for owner review and comment
 6. Conduct a construction strategy review meeting with the CLIENT and appropriate representatives to include:
 - a. Construction delivery system (CM, CG, other)
 - b. Anticipated construction schedule
 - c. Access, staging, and other logistics
 - d. Public relations
 - e. Client and consultant roles
 7. Review the graphic and written documents with client and owner representatives and other team members and make minor necessary edits and revisions as required
 8. Prepare and deliver a 100% Construction Documents

IV. CIVIL ENGINEERING

(Refer Exhibit A2-4.0 through 10.0 for additional scope of services to be provided by CMT)

E. BIDDING & NEGOTIATIONS

Objective: Following the completion of Construction Documents, the Consultant Team will assist the CLIENT with the necessary services to select a qualified contractor for the construction of the proposed improvements

I. ADMINISTRATION

1. Provide electronic files and one print copy of the contract documents for reproduction for bidding
2. Assist the Owner and Client with recommendations of reputable contractors for consideration
3. Attend (1) one pre-bid meeting for interested bidders
4. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications to the contract documents
5. Assist the Owner and Client with review of the bids, tabulate the results and issue a recommendation regarding the contract award

II. CIVIL ENGINEERING

(Refer Exhibit A2-11.0 for additional scope of services to be provided by CMT)

F. PROJECT ADMINISTRATION

In addition to the services outlined above, the Consultant will manage the performance of the project and that of the consultant team throughout the term of the contract by providing the following services

I. ADMINISTRATION

1. Communications
 - a. Schedule project related meetings, prepare meeting agendas and meeting summary reports for owner and consultant team reference
 - b. Attend and present at necessary public forums and community meetings

- c. Collect and disseminate project related correspondence between owner, consultant team, review agencies, and other parties
- d. Regularly inform owner’s representative of project status
- e. Provide monthly invoice with progress report
- 2. Schedules
 - a. Create, update, and distribute project schedule
 - b. Coordinate project activities for internal staff and consultant team
- 3. Staffing
 - a. Select and assign internal staff and/or consultants to appropriate tasks and services
- 4. File Maintenance
 - a. Establish and maintain appropriate project correspondence, invoicing, documentation and data files
 - b. Maintain appropriate expense records

ANTICIPATED FEE SCHEDULE

The Anderson + Bohlander team will complete the professional services outlined above in the scope of services for a **Lump-sum fee** allocated as follows:

| | | |
|------------------------------|--|------------------|
| ANDERSON + BOHLANDER | (Lead Consultant/Landscape Architecture) | \$181,800 |
| CRAWFORD, MURPHY & TILLY | (Civil Engineering) | \$241,934 |
| BLEDSON RIGGERT COOPER JAMES | (Surveying and Right-of-way Engineering) | \$19,500 |
| REIMBURSEABLE COSTS | (Travel/Printing) | \$2,000 |
| TOTAL: | | \$445,234 |

****Refer to the Exhibit B – Payment Schedule and Consultant Fee Schedules for additional breakdown of hours and services***

REIMBURSEABLE COSTS

Reimbursable Costs: **Included in the** outlined Lump-Sum project fee above, Consultant (and sub-consultants passing through to lead consultant) may incur the following expenses and bill to the client the following: **(Not to exceed a budget of \$2,000 without additional written and agreed notice to Client.)**

- 1. Mileage Costs at the current IRS rate at the time of travel from Firm Office Location.
- 2. Printing of documents will be a straight pass through of printing expenses, only as directed by the Client.
- 3. Filing and recording fees for plat engineering

Optional Additional Services: The Consultant will provide additional services that serve to advance the design and construction initiatives that may include, but are not limited to, supplementary graphics, presentations, and project advocacy with local community and jurisdictional agencies. These services are usually provided in addition to our basic services at our standard hourly billing rates, plus customary expenses. If circumstances arise during our performance of the services outlined which we believe require additional services, we will promptly notify you about the nature, extent, and anticipated additional fee for the additional services. We will not proceed with such additional services without your written authorization.



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

GENERAL PROJECT INFORMATION

A. Project Implementation Areas:

The City of Bloomington seeks to improve the site and infrastructure within the Trades District. Anticipated improvements are to consist of streetscaping, on-street and temporary parking facilities, sidewalks and pedestrian access, plazas, utility infrastructure improvements, stormwater improvements, site furnishings, lighting, signage and elements of branding.

Refer to the attachment “Planning and Implementation Areas Map, Exhibit B, by Anderson Bohlander (Client).

1. Area 1 - Existing 10th Street between Morton Street and Rogers Street – area to be traditional roadway with stormwater improvements.
2. Area 2 – Existing North-South Alley between 10th Street and 11th Street – area to remain as an alley, with minimal pavement improvements (mill and resurfacing) and existing utilities can remain overhead.
3. Area 3 – New Madison Street extension between 10th Street and 11th Street – focal point of the Trades District to have main entry from 11th Street, and will include upgraded elements and features.
4. Area 4 – New Gateway Plaza at intersection of 10th Street and New Madison Street extension
5. Area 5 – Showers Dimension Mill Site (CMT to provide utility coordination services and site grading services outside of the building limits)
6. Area 6 – Existing Solution Tree/Hirons Co. Parking Lot south of 10th Street – no improvements will be made to the lot, just connections through the lot and coordination with 10th Street (lot grading and configuration at west end to be revised).
7. Area 7 - Future east-west roadway connection between Rogers Street and the new Madison Street extension

B. Project Planning Limits:

The City of Bloomington also seeks to establish schematic concepts for future improvements within future right of way limits within the Trades District. Anticipated improvements are to consist of recommendations for right of way widths, on-street parking, sidewalks, landscaping and bicycle facilities.

Refer to the attachment “Planning and Implementation Areas Map, Exhibit B, by Anderson Bohlander (Client).

1. Area A – Existing Solution Tree/Hirons Co. parking lot north of 10th Street – coordination to make lot functional
2. Area B – Rogers Street Right of Way Improvements
3. Area C – 11th Street Right of Way
4. Area D – Area west of Rogers Street from the B-Line Trail to 11th Street

C. Developer Coordination Areas:

The City of Bloomington is seeking proposals from private developers for parcels of land that are to be located within the Project Planning Limits.



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

Refer to the attachment “Planning and Implementation Areas Map, Exhibit B, by Anderson Bohlander (Client).

D. Anticipated Project Schedule:

The Notice to Proceed for Final Design Services is anticipated to be issued by Anderson+Bohlander (A+B) August 2, 2016, after A+B’s contract with the City is approved following with RDC meeting on 08/01/2016. CMT’s NTP will be effective on the date CMT’s contract with A+B is signed.

- Inventory Analysis Phase – 08/02/2016 through 08/12/2016
- Planning and Programming Analysis Phase – 08/02/2016 through 09/02/2016
- Schematic Design – 09/05/2016 through 10/28/2016
 - 30% Plan Review Set – 10/28/2016
- Design Development & Construction Documents Phase – 10/31/2016 through 01/20/2017
 - 50% Plan Review Set – 11/25/2016
 - 95% Plan Review Set – 01/13/2017
 - 100% Construction Document submission to the City – 01/20/2017
- Bidding and Contracting
 - City Review (4 Weeks) - 01/23/2017 through 02/17/2017
 - Issue for Bid - 02/20/2017
 - Contracting - 03/20/2017 through 04/14/2017
- Start of Construction – 04/17/2017

1.0 Inventory Analysis

- 1.1 Attend project kick-off meeting with A+B
- 1.2 Attend site visit
 - 1.2.1 Update photo log with new information
 - 1.2.2 Create photo log for new project areas
- 1.3 Coordinate updated survey needs and requirements with the Surveyor
- 1.4 Process new topographic survey data and update files
 - 1.4.1 Update project limits
 - 1.4.2 Update project available information
 - 1.4.2.1 Geotechnical information from previous report
 - 1.4.2.2 Phase 1 ESA information from previous reports
- 1.5 Discuss non-standard design elements with the City.

2.0 Planning and Program Analysis

- 2.1 Work with A+B to locate and show on plans the roadways, alleys, service and loading areas, existing and proposed utility locations, proposed street and alley layouts and widths, on-street parking locations, sidewalks
- 2.2 Determine constraints to horizontal and vertical alignments
- 2.3 Investigate conceptual stormwater solutions for right of way improvements.
Investigate conceptual stormwater solutions for overall implementation and planning areas as defined in General Project Information.



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

- 2.4 Prepare preliminary right of way and easement lines within the Project Planning limits.
- 2.5 Evaluate future phasing and construction sequencing.
- 2.6 Prepare quantities and preliminary opinion of probable construction cost for CMT-designed items.
- 2.7 Evaluate pedestrian and vehicular access, parking, building orientation, utility connections, and stormwater management in Developer Coordination Areas

3.0 Schematic Design Phase

This phase will commence once a preferred alternative is selected. Only the preferred alternative will be designed.

- 3.1 Refine horizontal and vertical alignments
 - 3.1.1 Model intersection radii with AutoTurn for geometrics
 - 3.1.2 Perform intersection sight distance calculations and model for geometrics
- 3.2 Provide preliminary engineering review of the design alternatives presented by A+B regarding:
 - 3.2.1 Feasibility Analysis
 - 3.2.2 Constructability Analysis
 - 3.2.3 Horizontal & vertical alignment constraints
 - 3.2.4 Grading & stormwater constraints
 - 3.2.5 Utility constraints
 - 3.2.6 Accessibility
- 3.3 Prepare schematic quantities and schematic opinion of probable construction cost for CMT-designed items

4.0 Design Development Phase

- 4.1 Prepare typical sections and include additional section details
 - 4.1.1 Includes pavement design as previously provided By Others.
- 4.2 Refine intersection geometrics
- 4.3 Prepare geometrics detail sheets
- 4.4 Prepare entrance/drive, cross slope and curb ramp details
- 4.5 Prepare roadway model and cross sections
 - 4.5.1 Cross sections will be cut at 25' intervals for Madison Street and 10th Street, and at drives and other locations as determined necessary for construction detailing
- 4.6 Prepare and refine Alley construction plans
- 4.7 Prepare and refine retaining wall details for seat walls and landscape walls as part of the streetscape design
- 4.8 Prepare and refine site lighting elements
 - 4.8.1 Prepare lighting design and photometrics based on light fixtures provided by A+B
 - 4.8.2 Prepare pedestrian lighting facility plans with wiring details
 - 4.8.2.1 Street lights
 - 4.8.2.2 Lit bollards
 - 4.8.2.3 Path lighting
 - 4.8.2.4 Electrical outlets within lighting elements
 - 4.8.2.5 Overhead catenary lighting



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

- 4.9 Prepare regulatory signing location plans
- 4.10 Prepare pavement marking plans
- 4.11 Prepare maintenance of traffic plans
- 4.12 Refine quantities and schematic opinion of probable construction cost for CMT-designed items to reflect Design Development stage
- 4.13 Outline project specifications for CMT-designed items
 - 4.13.1 Submit outline and specification information to City for review and feedback
- 4.14 Revise documents to reflect feedback from City and/or jurisdictional agencies

5.0 Construction Documents

- 5.1 Conduct a plan-in-hand site visit with A+B and the City for the purpose of detailing the final plans
- 5.2 Finalize plan set
 - 5.2.1 General Notes & Index
 - 5.2.2 Summary of Estimated Quantities
 - 5.2.3 Geometrics
 - 5.2.4 Maintenance of Traffic plans
 - 5.2.4.1 Include construction timelines
 - 5.2.4.2 Include access and staging notations
 - 5.2.4.3 Include requirements for emergency service and City service coordination
 - 5.2.5 Plan and Profile
 - 5.2.6 Construction details
 - 5.2.7 Site plans
 - 5.2.8 Erosion and sedimentation control plans
 - 5.2.9 Utility plans
 - 5.2.10 Utility details
 - 5.2.11 Stormwater management plans
 - 5.2.12 Stormwater management details
 - 5.2.13 Retaining wall details
 - 5.2.14 Lighting plans and details
- 5.3 Finalize project specific specifications
- 5.4 Receive and edit the front-end documents, including bidding and contracting requirements.
- 5.5 Prepare final summary of quantities and opinion of probable construction cost for CMT-designed items

6.0 Utility Coordination Services

- 6.1 Conduct initial kick-off with utility companies, including expectations and updates
- 6.2 Update new Trades District layout with existing utility information
- 6.3 Identify proposed utility layouts and/or restrictions regarding existing utility facilities
- 6.4 Coordinate strategic upgrades and relocation opportunities
- 6.5 Identification of potential utility conflicts and discussion regarding potential solutions
- 6.6 Determine need for subsurface utility engineering for conflicts
- 6.7 Discuss utility needs of developer areas and Area 5 Showers Dimension Mill site.



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

- 6.8 Evaluate timing of utility infrastructure/relocations/improvements with construction project phasing
- 6.9 Coordinate horizontal and vertical location of proposed facilities
- 6.10 Utility coordination meetings for each stage of project development (assume 4 meetings)
- 6.11 Coordinate utility infrastructure locations and details with proposed design features
- 6.12 Provide locations for proposed and relocated utility facilities within the project plans

7.0 Stormwater Management Services

- 7.1 Perform delineation for each street drainage sub-area
- 7.2 Determine the peak runoff volumes for each street subarea for the design storm event
- 7.3 Identify and investigate stormwater outlet locations
- 7.4 Investigate sustainable stormwater solutions
- 7.5 Investigate water reuse and harvesting
- 7.6 Investigate stormwater quantity/detention/retention and water quality features and locations for feasibility
- 7.7 Coordinate with operations and maintenance staff regarding stormwater management options
- 7.8 Prepare stormwater quality and quantity calculations (iterative) for each feature and feature interconnection until City standards or other requirements per the City are met
- 7.9 Determine/identify connection points for future stormwater needs within the Trades District
- 7.10 Incorporate stormwater features into model
- 7.11 Prepare stormwater management construction plans

8.0 Water Utility Services

- 8.1 Obtain proposed water line, valve and hydrant locations, size and details from the City
- 8.2 Review City of Bloomington water line design and construction requirements
- 8.3 Design proposed water service mains
- 8.4 Incorporate proposed water service features into utility plans and model
- 8.5 Submit water line plans for review and comment from City
- 8.6 Incorporate comments and revise plans as needed
- 8.7 Prepare water line construction details
- 8.8 Prepare water line construction specifications
- 8.9 Prepare summary of quantities and opinion of probable construction cost for proposed water service features

9.0 Sanitary Sewer Utility Services

- 9.1 Obtain proposed sanitary sewer service locations, size and details from the City
- 9.2 Review City of Bloomington sanitary sewer design and construction requirements
- 9.3 Design proposed sanitary sewer mains
- 9.4 Incorporate proposed sanitary sewer service features into utility plans and model
- 9.5 Submit sanitary sewer plans for review and comment from City
- 9.6 Incorporate comments and revise plans as needed
- 9.7 Prepare sanitary sewer construction details



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

- 9.8 Prepare sanitary sewer construction specifications
- 9.9 Prepare summary of quantities and opinion of probable construction cost for proposed sanitary sewer features

10.0 Erosion and Sediment Control Services

- 10.1 Prepare stormwater pollution prevention plan (SWPPP) for submission by the City
- 10.2 Prepare Notice of Intent (NOI) and newspaper notice for submission by the City

11.0 Bidding/Negotiation Services

- 11.1 Provide pdf files of plan sheets and specifications to A+B
- 11.2 Attend one Pre-bid meeting
- 11.3 Answer Contractor questions during bidding phase
- 11.4 Revise CMT plans and/or specifications as needed for Addenda or Contractor questions
- 11.5 Assist A+B in bid tabulation results

12.0 Administration / Project Management / Quality Assurance

- 12.1 Prepare a Quality Assurance Plan (QAP) specific to the tasks and plan development of this project
 - 12.1.1 Includes activities for monitoring and checking CMT design and plan deliverables
- 12.2 Conduct a Quality Assurance Review in accordance with the QAP
- 12.3 Internal project management for file set-up and update to initiate the design and plan preparation
- 12.4 Prepare monthly progress report summarizing previous month's activities along with anticipated work for the next month. Report will also include information related to pending reviews, decisions, data to be collected, potential schedule delays, and anticipated out of scope work
- 12.5 Prepare monthly summary of effort expended and an invoice in accordance with A+B and City requirements, including breakdown of the labor and expenses incurred

13.0 Project Coordination and Meetings

- 13.1 Project coordination meetings at City offices - assume 12 meetings
- 13.2 Conference calls - assume 6 calls
- 13.3 Project design meetings – assume 6

ASSUMPTIONS / EXCLUSIONS

1. Project survey control sheet (for construction purposes) will be provided by the surveyor. It will not be created by CMT.
2. Assume horizontal location of existing utility facilities is as shown on the existing topographic survey provided by others.
3. Assume utility locates (northing, easting, elevation) are by Others. If subsurface utility engineering is recommended/needed, this can be provided as an additional service.
4. Right of way engineering, plats and any required acquisition will be provided by Others.
5. Additional/updated topographic survey data will be provided by Others.



PROJECT SCOPE & FEE DATA
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

6. Traffic data collection / traffic engineering studies are not required or included.
7. Utility capacity analyses, if needed, will be provided by the utility companies.
8. NEPA documentation is not required.
9. Maintenance of Traffic (MOT) Plan assumes full closure of 10th Street, Alley and existing Madison Street at 10th Street. MOT plan also assumes flagger condition (2 lanes remain open when Contractor is not working) on Rogers, Morton and 11th Streets.
10. Geotechnical Engineering and pavement design are based on reports prepared by others as part of a previous 10th Street Improvements project. If additional geotechnical engineering or pavement design is required, this can be provided as an additional service.
11. Analysis or assessment of hazardous materials is not included.
12. Exterior restroom design, water feature design, public art or other foundations, and work associated with basements, cellars, vaults or other underground features can be provided as an additional service.
13. Permitting is not included. Assume permits will be obtained by the City or the Construction Contractor.
14. City of Bloomington Utilities to provide water line and sewer line sizes and loading requirements. No loading calculations for sewer or water line sizing will be provided by CMT.
15. Assumes construction contract will be lump sum rather than unit cost contract.
16. Project specifications for CMT-designed items will utilize 2016 INDOT Standard Specifications, except for water and sewer items which will utilize CSI specifications.
17. Front-end documents, including bidding and contracting requirements is to be provided by the Others.
18. Construction Administration services are excluded. Items such as attendance at preconstruction and construction progress meetings, site visits for review or questions, construction observation services, attendance at substantial and final walk-through meetings, punch list, continued coordination during construction, answering Contractor RFI's for CMT-designed features, plan revisions, and processing contractor submittals and shop drawings for CMT designed features can be provided as an additional service.
19. Assumes one bid package – no alternate bid items or multiple bid packages are required.
20. Excludes parking structure design or coordination.
21. Assumes milling and resurfacing only for Project Area 2 North-South Alley) and not complete reconstruction or rehabilitation.
22. Opinion of cost for right-of-way and utility construction (except stormwater, water utility and sanitary sewer) will be provided by Others.
23. Relocation design for Gas and Power and Communications will be provided by Others.
24. Geometrics, AutoTurn, Sight Distance will inform the design process, but report documents are not included.
25. Site Plan, Staking Plan, coordinate points and spot elevations for Gateway Plaza improvements.
26. Existing Solution Tree/Hirons Co. parking lot south of 10th Street will only contain layout information necessary to construct drainage improvements.
27. Utility coordination and drainage improvements will be provided by CMT inside of the roadway improvements footprint and up to the exterior limits Gateway Plaza and the Showers Dimension Mill Site.
28. Structural retaining walls.

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June 20, 2016

Jon Bohlander
Anderson + Bohlander, LLC
1 North Meridian Street
Suite 902
Indianapolis, IN 46204
Delivered via email to: jon@andersonbohlander.com

RE: Bloomington Trades District Surveying Services

Dear Mr. Bohlander,

We propose to provide the Anderson + Bohlander with the following surveying services:

- 1) Topographic Services: Provide topographic survey within the area outlined in blue on Attachment A, to include:
 - a) One on site benchmark for use by the construction team, Vertical Datum: NAVD 88
 - b) Three permanent on site control point for use by the construction team, including three point recovery ties for each control point.
 - c) Contours at one foot intervals. Survey data points will be collected on a 30' grid on undeveloped surfaces and a 10' grid on hard surfaces. Curb lines will show top and bottom elevations. Break points, tops of hills, bottoms of ditches and high bank elevations will be noted. Intermediate elevations will be provided as necessary to show all breaks in grade or changes in terrain. The natural grade to each building line will be shown, including spot elevations at all building corners and finished floor elevations.
 - d) The following features will be shown and labeled on the survey: buildings, walls, stairs, walks, doors, vaults, thresholds, roads, railroads, parking/paving, striping, curbs, ground cover, road signs, flag/light poles, fencing, monitoring wells, geotechnical borings, culverts, retaining walls, antennas, power and communication lines/poles, guy wires and their intersection with natural ground, ditches, bodies of water, as well as any other existing items pertinent to the development of the subject property.
 - e) Sanitary sewer/storm drainage systems that service the subject property will be shown. Including manhole, inlets and structures such as culverts, headwalls, cleanouts, retention/detention outlet control structures, etc. Elevations will be collected at the flow line at the bottom of all pipes connected to a manhole or inlet (invert elevations). Size and type of each pipe will be identified. Structures and pipe invert elevations up and downstream of all manholes within the survey limits will be collected.
 - f) Trees and dense vegetation within the survey limits will be shown. Trees that are 6 inches in diameter or greater will be labeled with diameter and type
 - g) Underground utilities within the survey limits will be shown per the topographic survey of the subject property dated February 16, 2016. Private utility locates were not included in the February 16, 2016 survey, utilities shown are per markings provided by Indiana 811.
 - h) Property lines, right-of-way lines and easements will be shown per the February 16, 2016 topographic survey.
 - i) Deliverable: AutoCAD 2015 dwg file, Civil3D 2015 dwg file, dtm model and signed/stamped pdf

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- 2) Boundary survey of property outlined in red on Attachment B, to include:
 - a) Property lines
 - b) Right-of-way lines
 - c) Easements shown per the February 16, 2016 survey of the subject property. Report of Survey
 - d) Boundary survey will be recorded prior to platting subject property
 - e) Deliverable: signed/stamped pdf
- 3) Subdivision: Two distinct subdivisions and the associated streets and alleys will be platted. Areas to be subdivided are shown in red on Attachment B. Subdivision services to include:
 - a) Coordination with City of Bloomington Planning to ensure that submission documents conform to City requirements.
 - b) Preparation and filing of Preliminary Plats
 - c) Preparation and filing of Final Plats
 - d) Attend Board of Public Works and Plan Commission meetings as necessary
 - e) Subdivision services do not include subdivision design. Perimeter boundaries of the subject property will be provided to the designer. The designer to supply the proposed lot lines, alleys and streets in accordance with City of Bloomington subdivision design requirements. The designer shall also supply CAD files of all proposed improvements for inclusion on the Preliminary Plats.

Our fee for the above services is \$19,500, with topographic and boundary survey work to be completed within approximately 6 weeks of receiving notice to proceed. Subdivision work will commence after receiving CAD files detailing proposed property lines, streets and alleys from the designer. Filing and recordation fees will be billed as a reimbursable expense.

Invoices will be mailed for work completed with payment due upon receipt.

Thank you for the opportunity to submit this proposal for surveying services.

Sincerely,



Ben E. Bledsoe, PS
ben@brcjcivil.com

cc: Cassie Reiter: creiter@cmtengr.com
Rachel Oser: roser@brcjcivil.com

**EXHIBIT B
PAYMENT SCHEDULE**

Consultant will invoice the City monthly for the percentage of work completed and according to the following Team Base Costs and Fee Schedules:

| | | |
|--|--------------------------------|---------------------|
| Team Base Costs | | |
| Anderson + Bohlander | Lead/Landscape Architecture | \$181,800 |
| Crawford, Murphy & Tilly | Civil Engineering | \$241,934 |
| Bledsoe Riggert Cooper James | Surveyor/Plat Engineering | \$19,500 |
| Reimbursable Costs / Travel / Printing | | \$2,000 |
| TOTAL: | | \$445,234.00 |

Fee Schedules:

| | |
|--------------------------|--|
| Anderson + Bohlander | See Consultant Fee Schedule herein |
| Crawford, Murphy & Tilly | See Professional Services Cost Estimate herein |

EXHIBIT B1



**TRADES DISTRICT
SITE & INFRASTRUCTURE IMPROVEMENTS PROJECT**

FEE SCHEDULE

DATE: JULY 19, 2016

| | PROJECT MANAGER \$150/hr | PROJECT DESIGN \$125/hr | PROJECT PRODUCTION/SUPPORT \$115/hr | CONSTRUCTION ADMINISTRATION \$125/hr |
|--|--------------------------------|-------------------------------|---|--|
| PROJECT ADMINISTRATION | | | | |
| Prepare Meeting Agenda and Summary Reports | 40 | | | |
| Project Correspondence | 20 | | | |
| Create and Manage Project Schedule | 16 | | | |
| Staff and Project Team Coordination | 40 | | | |
| INVENTORY & ANALYSIS | | | | |
| I. PROJECT COORDINATION | | | | |
| Kickoff Meeting | 2 | | 2 | |
| Site Visit / Photograph Existing Conditions | 4 | 4 | | |
| II. DATA REVIEW | | | | |
| Site Analysis | 4 | 20 | 8 | |
| Date Collection / Review | | 4 | 4 | |
| Review City Standards | 2 | | 4 | |
| Update Electronic Base Information | | | 10 | |
| PLANNING & PROGRAM ANALYSIS | | | | |
| I. PROGRAM REVIEW | | | | |
| Attend Program Review Meeting | 2 | | 2 | |
| Prepare Preliminary Design Guidelines | 2 | 4 | 20 | |
| Prepare Preliminary Right-of-way Lines | 2 | 8 | 20 | |
| Conduct Preliminary Utility Provider Conf Calls | 2 | | 2 | |
| II. COST ESTIMATING | | | | |
| Prepare Preliminary Cost Estimates | | 16 | 4 | |
| Program Review Meeting | 2 | | 2 | |
| III. DEVELOPER COORDINATION | | | | |
| Preliminary Design Review | 20 | 16 | 8 | |
| SCHEMATIC DESIGN | | | | |
| I. DESIGN ALTERNATIVES | | | | |
| Prepare Schematic Concepts | 6 | 24 | 48 | |
| Attend Design Coordination Meeting | 2 | | 2 | |
| II. PREFERRED ALTERNATIVE | | | | |
| Prepare Preferred Design Alternative | 6 | 28 | 28 | |
| Preliminary Civil Engineering Feasibility | 8 | 8 | 8 | |
| Prepare Preliminary Cost Estimate | 2 | 20 | | |
| Attend Design Coordination Meeting | 2 | | 2 | |
| DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTATION | | | | |
| I. DESIGN DEVELOPMENT | | | | |
| Finalize Plan Geometry | | 24 | 48 | |
| Refine Civil Engineering Feasibility | 4 | 8 | 8 | |
| Finalize Right-of-way Lines | | 12 | 24 | |
| Refine Site Electric Requirements, Fixtures and Finishes | | 8 | | |
| Refine Preliminary Cost Estimate | 2 | 12 | 20 | |
| Prepare Preliminary Written Documentation | 4 | | | |
| Attend Design Coordination Meeting | 2 | | 2 | |
| II. UTILITY COORDINATION | | | | |
| Attend Utility Coordination Meetings | 4 | | | |
| Assist Civil Engineer with Utility Layout | | 8 | 16 | |
| Coordinate Utility Infrastructure Locations | 2 | 8 | 8 | |
| III. STORMWATER MANAGEMENT SERVICES | | | | |
| Investigate Stormwater Management Solutions | 4 | 8 | 16 | |
| IV. WATER UTILITY SERVICES | | | | |

| | | | | |
|--|----------|----------|----------|------------------|
| Review Water Utility Locations | 4 | | | |
| V. SANITARY SEWER UTILITY SERVICES | | | | |
| Review Sanitary Sewer Utility Locations | 4 | | | |
| VI. EROSION AND SEDIMENT CONTROL SERVICES | | | | |
| Review Erosion and Sediment Control Locations | 4 | | | |
| VII. CONSTRUCTION DOCUMENTATION | | | | |
| Attend Design Coordination Meeting | 2 | | 2 | |
| Finalize Graphic Documentation | 24 | 52 | 148 | |
| Review and Assist with Civil Engineering Documentation | 6 | 24 | 10 | |
| Finalize Site Electric Requirements, Fixtures and Finishes | | 8 | 10 | |
| Finalize Written Documentation | 6 | 20 | 10 | |
| Finalize Schedule of Quantities | 6 | 4 | 10 | |
| Finalize Cost Estimate | 8 | 10 | 10 | |
| Prepare Construction Strategy Review | 8 | | 4 | |
| Attend Design Coordination Meeting | 2 | | 2 | |
| BIDDING & NEGOTIATIONS | | | | |
| Attend Pre-Bid Meeting | | | | 4 |
| Answer Questions / Issue Addenda and Clarifications | | | | 40 |
| Review Bids / Tabulate Results | | | | 8 |
| HOURS SUBTOTAL: | | | | |
| | 280 | 358 | 522 | 52 |
| FEE SUBTOTAL: | | | | |
| | \$42,000 | \$53,700 | \$78,300 | \$7,800 |
| TOTAL: | | | | |
| | | | | \$181,800 |

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2016 PROFESSIONAL SERVICES COST ESTIMATE (REVISED)

Redevelopment Commission Resolution 16-04

CLIENT Anderson + Bohlander
 PROJECT NAME Trades District Site & Infrastructure Improvements
 CMT JOB NO. TBD (14701-06-00 AMENDED)

| | |
|--------|---|
| DATE | 0 |
| Apprvd | |
| DATE | 0 |

EXHIBIT B1

| TASK NO. | TASKS \ CLASSIFICATIONS | PRINCIPAL | SR PROJECT ENGR MANAGER | PROJECT ARCHITECT MANAGER | SENIOR ENGINEER | SENIOR ARCHITECT | SENIOR ENGINEER | SENIOR MANAGER | ARCHITECT | ENGINEER | LAND SURVEYOR | SENIOR TECHNICIAN | SENIOR SPECIALIST | TECHNICAL PLANNER | TECHNICAL MGR | TECHNICIAN | TECHNICAL ASSISTANT | ADMIN ASSISTANT | LABOR CLERK | MAN HOUR | TOTAL | |
|----------|--|-----------|-------------------------|---------------------------|-----------------|------------------|-----------------|----------------|-----------|----------|---------------|-------------------|-------------------|-------------------|---------------|------------|---------------------|-----------------|-------------|----------|---------|--------------|
| | | | | | | | | | | | | | | | | | | | | | | LABOR SUMMAR |
| | CURRENT YEAR 2016 HOURLY RATES | | \$195 | \$185 | \$155 | \$130 | \$120 | \$110 | \$130 | \$110 | \$80 | \$95 | \$75 | \$50 | | | | | | | | |
| 1 | Inventory Analysis | | | | 12 | 14 | | 14 | | | | | | | | | | | | | | 40 |
| 2 | Planning / Programming Phase | | | | 16 | 30 | | 32 | | | | | | | | | 8 | | | | | 86 |
| 3 | Schematic Design Phase | | | | 8 | 30 | | 50 | | | | | | | | | 10 | | | 2 | | 100 |
| 4 | Design Development Phase | | | | 26 | 138 | | 188 | | | | | | | | | 60 | | | 4 | | 416 |
| 5 | Construction Documents | | | | 74 | 88 | | 90 | | | | | | | | | 90 | | | 4 | | 346 |
| 6 | Utility Coordination Services | | | | 60 | 70 | | 44 | | | | | | | | | 22 | | | 10 | | 206 |
| 7 | Stormwater Management Services | | | | 36 | 200 | | 48 | | | | | | | | | 20 | | | | | 304 |
| 8 | Water Utility Services | | | 2 | 4 | 34 | | 12 | | | | | | | | | 30 | | | | | 82 |
| 9 | Sanitary Sewer Utility Services | | | 2 | 4 | 36 | | 12 | | | | | | | | | 24 | | | | | 78 |
| 10 | Erosion & Sediment Control Services | | | | 2 | 16 | | 24 | | | | | | | | | | | | 2 | | 44 |
| 11 | Bidding/Negotiation Services | | | | 18 | 20 | | 10 | | | | | | | | | 8 | | | | | 56 |
| 12 | Administration / Project Management / QA | 4 | | | 36 | | | | | | | | | | | | | | | | 12 | 52 |
| 13 | Project Coordination & Meetings | | | | 82 | 54 | | | | | | | | | | | | | | | | 136 |
| 14 | | | | | | | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL MAN HOURS | 4 | 4 | 378 | 730 | | | 524 | | | | | | | | | 272 | | | | 34 | 1,946 |
| | SUBTOTAL - BASE LABOR EFFORT | \$780 | \$740 | \$58,590 | \$94,900 | | | \$57,640 | | | | | | | | | \$25,840 | | | | \$1,700 | \$240,190 |

| TASKS (CONTINUED) | TOTAL LABOR EFFORT | DIRECT EXPENSE & REIMBURSABLES | | | | | | | | | | | TOTAL EXPENSE | TOTAL FEE | | | | | | | | | |
|-------------------|--|--------------------------------|-----------------|----------|------------|--------|--------------------------------|------|------------|-----------|-----------|-----|-----------------|-----------|--|--|--|--|--|--|-----------|---------|-----------|
| | | TRAVEL MILEAGE | MEALS & LODGING | PRINTING | EQUIP-MENT | MISC | SURVEY MTL | SUBS | SUBS ADMIN | OTHER EXP | OTHER EXP | | | | | | | | | | | | |
| 1 | \$5,220 | \$170 | | | | | | | | | | | | | | | | | | | | \$170 | \$5,390 |
| 2 | \$10,660 | | | | | | | | | | | | | | | | | | | | | | \$10,660 |
| 3 | \$11,690 | | | | | | | | | | | | | | | | | | | | | | \$11,690 |
| 4 | \$48,550 | | | | | | | | | | | | | | | | | | | | | | \$48,550 |
| 5 | \$41,560 | \$90 | | | | | | | | | | | | | | | | | | | | \$90 | \$41,650 |
| 6 | \$25,830 | \$415 | | | | | | | | | | | | | | | | | | | | \$415 | \$26,245 |
| 7 | \$38,760 | | | | | | | | | | | | | | | | | | | | | | \$38,760 |
| 8 | \$9,580 | | | | | | | | | | | | | | | | | | | | | | \$9,580 |
| 9 | \$9,270 | | | | | | | | | | | | | | | | | | | | | | \$9,270 |
| 10 | \$5,130 | | | | | | | | | | | | | | | | | | | | | | \$5,130 |
| 11 | \$7,250 | \$85 | | | | | | | | | | | | | | | | | | | | \$85 | \$7,335 |
| 12 | \$6,960 | | | | | | | | | | | | | | | | | | | | | | \$6,960 |
| 13 | \$19,730 | \$984 | | | | | | | | | | | | | | | | | | | | \$984 | \$20,714 |
| 14 | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | | | | | | | | |
| | TOTALS | \$240,190 | \$1,744 | | | | | | | | | | | | | | | | | | | \$1,744 | \$241,934 |
| | TIME PERIOD OF PROJECT | 2016 | 2017 | 2018 | 2019 | TOTAL | EST % OF OT HRS INCLUDED ABOVE | | | | | 10% | MULTI-YEAR + OT | | | | | | | | | | |
| | PERCENTAGE OF WORK TO BE PERFORMED BY YEAR | 90% | 10% | | | 100% | AVERAGE OVERTIME RATE PREMIUM | | | | | 20% | MLTPLR & AMT | | | | | | | | | | |
| | WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT | 0.9000 | 0.1050 | | | 1.0050 | OT ADJUSTMENT FACTOR | | | | | | 1.0050 \$1,200 | | | | | | | | | | |
| | SUBTOTAL FEE | | | | | | | | | | | | | | | | | | | | \$241,934 | | |
| | TOTAL FEE | MATH CROSS CHECK IS OK | | | | | | | | | | | | | | | | | | | \$241,934 | | |

EXHIBIT C SCHEDULE

PROJECT SCHEDULE

| | |
|---|-----------------------|
| A. NOTICE TO PROCEED | August 2, 2016 |
| 1. Pending RDC Board Approval: August 1, 2016 | |
| B. INVENTORY & ANALYSIS (2 Weeks) | Aug 02 - Aug 12 |
| C. PLANNING & PROGRAM ANALYSIS (5 weeks) | Aug 02 – Sep 02 |
| D. SCHEMATIC DESIGN (8 weeks) | Sep 05 - Oct 28 |
| 1. Issue 30% Review Set | Oct 28, 2016 |
| E. DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTATION (12 weeks) | Oct 31 – Jan 20, 2017 |
| 1. Issue 50% Review Set | Nov 25, 2016 |
| 2. Issue 95% Review Set | Jan 13, 2017 |
| 3. DELIVER 100% CONTRACT DOCUMENTS | Jan 20, 2017 |
| F. BIDDING & CONTRACTING | |
| 1. City of Bloomington Review (4 weeks) | Jan 23 – Feb 17 |
| 2. ISSUE FOR BID (4 weeks) | Feb 20 - March 17 |
| 3. Contracting (4 weeks) | March 20 – Apr 14 |
| G. START OF CONSTRUCTION | April 17, 2017 |

**EXHIBIT D
PRINCIPAL PERSONNEL**

- I. Anderson + Bohlander Personnel
 - a. Project Manager: Jon Bohlander, Principal, RLA
 - b. Project Design: Jon Bohlander, Principal, RLA
Josh Anderson, Principal, RLA
 - c. Project Production/Support: Jon Bohlander, Principal, RLA
Craig Rowe, Associate, RLA

- II. Crawford Murphy Tilly Personnel
 - a. Principal: Bill Bailey
 - b. Sr Project Engineer/Manager: Ty Besalke
 - c. Project Engineer/Manager: Cassie Reiter
 - d. Sr. Engineer: Katie Ulrich/Eric Arthur
 - e. Engineer: Jerry Bollinger/Rich Condre
 - f. Technician: Jim Parker
 - g. Admin Assist: Jayne Stanfill

- III. Bledsoe Riggert Cooper James Personnel
 - a. Project Manager: Ben Bledsoe, Principal

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(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.
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 State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____
day of _____, 2016.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Non-Collusion Affidavit

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and believe.

Dated this _____ day of _____, 2016.

Signature

Printed Name

Company Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2016.

My Commission Expires:_____

Notary Public

County of Residence:_____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to Indiana Code § 36-4-9-4, has established a Board of Public Works; and

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

WHEREAS, the City, pursuant to Indiana Code § 36-7-14-3, established the City of Bloomington Redevelopment Commission (“Redevelopment Commission”); and

WHEREAS, the Redevelopment Commission may “purchase . . . real property . . . needed for the redevelopment of areas needing redevelopment that are located within the corporate boundaries of the [City]” and may contract for the construction of “local public improvements”; and

WHEREAS, in 2005, an approximately sixty five acre area within the City was designated a Certified Technology Park (“The Trades District”) by the Indiana Department of Commerce (“IEDC”); and

WHEREAS, the Redevelopment Commission purchased approximately twelve acres of land within The Trades District from Indiana University in 2011 (“Redevelopment Commission Property”), with the intent to redevelop that property in a manner consistent with the Redevelopment Commission’s Economic Development Plan (“Plan”); and

WHEREAS, as part of the redevelopment of The Trades District, on August 18, 2015, the Redevelopment Commission passed Resolution 15-60, which approved a Project Review and Approval Form regarding infrastructure improvements in The Trades District based upon the recommendations from the CTP Master Plan and Redevelopment Strategy (“CTP Master Plan”) and the Utility & Drainage Master Plans; and

WHEREAS, the Redevelopment Commission expects to enter into an agreement for the design of infrastructure improvements in The Trades District related to transportation, utilities, and drainage (“Infrastructure Improvements”); and

WHEREAS, the majority of the Infrastructure Improvements are expected to occur within the Redevelopment Commission Property, it is possible that a portion of the design will include road infrastructure that is not owned by the Redevelopment Commission; and

WHEREAS, to avoid any confusion, the Parties find it advisable to enter into this Memorandum of Understanding clearly documenting the Parties' expectations with respect to this relationship;

NOW, THEREFORE, the parties agree that:

1. For the avoidance of any doubt, the Board of Public Works explicitly permits the Redevelopment Commission to design infrastructure improvements within the City's rights-of-way as part of the Redevelopment Commission's plan to redevelop The Trades District at the Redevelopment Commission's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their seals to be affixed and attested this 20th day of July, 2016.

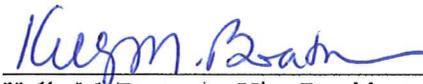
**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**



Kyla Cox Deckard, President

Donald Griffin, President

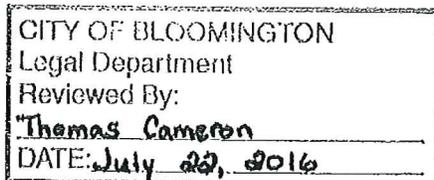


Kelly M. Boatman, Vice President

Attest: _____
Sue Sgambelluri, Secretary



Dana Palazzo, Secretary



**16-35
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR AGREEMENT WITH DLZ INDIANA, LLC
FOR RIGHT OF WAY ACQUISITION SERVICES AT THE INTERSECTION OF
TAPP ROAD AND ROCKPORT ROAD**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on December 7, 2015, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would improve the intersection of Tapp Road and Rockport Road (“Project”); and
- WHEREAS, the Project is not located within the Consolidated TIF, but the Project will serve the Consolidated TIF by improving connectivity along Tapp Road, which will improve access along both Tapp Road and Rockport Road, improving access to the Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, and Fullerton Pike portions of the Consolidated TIF, which will increase the potential for additional development in those areas; and
- WHEREAS, the RDC approved the Form in Resolution 15-85; and
- WHEREAS, Resolution 15-85 identified the Consolidated TIF as one source of funding for the Project; and
- WHEREAS, Step 2 of the Project was identified as “Right of Way Acquisition,” which was estimated at \$750,000; and

WHEREAS, in order to acquire the necessary rights of way for the Project, it is necessary to obtain project management, appraisal, appraisal review, negotiation, and relocation services (“Services”); and

WHEREAS, DLZ Indiana, LLC and its subcontractors (“DLZ Indiana”) has been identified as the best provider of the Services for this Project following a competitive request for proposal process conducted by the Indiana Department of Transportation; and

WHEREAS, DLZ Indiana proposes to perform the services for \$99,220; and

WHEREAS, City Staff have negotiated a consulting agreement with DLZ Indiana, which is attached to this Resolution as Exhibit A (“Agreement”); and

WHEREAS, the Board of Public Works has approved the Agreement, contingent on the RDC approving funding for the Agreement; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Agreement; and

WHEREAS, because the Project is included in the Bloomington/Monroe County MPO TIP, the RDC should ultimately receive reimbursement for 80% of its payments to DLZ Indiana for the Services;

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

1. The RDC finds the Services are an appropriate use of the Consolidated TIF, and finds that the Services are an expense incurred by the RDC.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Ninety Nine Thousand Two Hundred Twenty Dollars (\$99,220.00) from the Consolidated TIF to pay for the Agreement, to be payable in accordance with the terms of Agreement.

3. Unless extended by the Redevelopment Commission in a resolution prior to May 1, 2018, the authorizations provided under this Resolution shall expire on May 1, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and DLZ Indiana, LLC ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 0901730

Project Description: Right of Way Acquisition Services for the Intersection Improvement at Tapp Road and Rockport Road in the City of Bloomington, Indiana.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be March 1, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 99,220.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Bloomington, Indiana
Attention: Andrew Cibor, PE, PTOE
401 N. Morton Street
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

DLZ Indiana, LLC
Attention: Mr. Gary K. Fisk, PE
157 E. Maryland Street
Indianapolis, Indiana 46204

AND

DLZ Corporation
Attention: Legal Department
6121 Huntley Road
Columbus, Ohio 43229

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to: City of Bloomington, Indiana, Attention: Andrew Cibor, PE, PTOE, 401 N. Morton Street, Bloomington, Indiana 47404.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

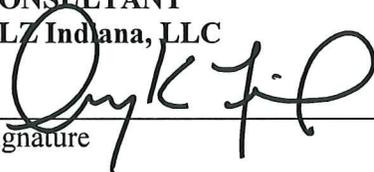
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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

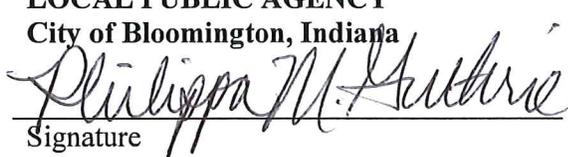
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
DLZ Indiana, LLC



Signature

LOCAL PUBLIC AGENCY
City of Bloomington, Indiana

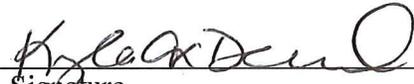


Signature

Gary K. Fisk, P.E.
Vice President

 John Hamilton

Mayor



Signature
Kyla Cox Deckard

Member, Board of Public Works

Attest: 

Signature



Signature
Dana Palazzo

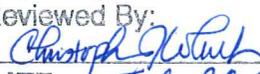
Member, Board of Public Works

Haseeb A. Ghumman, P.E, P.T.O.E.
Transportation Department Manager

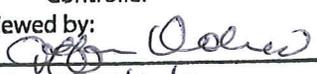


Signature
Kelly Boatman

Member, Board of Public Works

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 

DATE: July 20, 2016

CITY OF BLOOMINGTON
Controller
Reviewed by: 

DATE: 7/20/16
FUND/ACCT: 430-15 399

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

A. RIGHT OF WAY PROJECT MANAGEMENT AND SUPERVISION

The CONSULTANT shall be responsible for administering, scheduling and coordinating activities necessary for the LPA to certify that the Right of Way has been acquired and is clear for construction letting. These responsibilities shall include:

1. BASE SERVICES:

- a. Preparing the Land, Improvements, and Damages (LID) letter, ROW Assurance letter and the ROW Certification letter for signature by the LPA and INDOT submittal.
- b. Coordinating (one time only per parcel) with the Right of Way Engineer, Appraiser, Review Appraiser, and Buyer(s) and obtaining signature from the LPA on the Statement of the Basis for Just Compensation form.
- c. Perform QM/QC review of all documents for accuracy and compliance with FHWA/INDOT requirements: Appraisals, Appraisal Reviews, Statements of the Basis for Just Compensation, and Buying Documents.
- d. Monitoring the progress of all parcels through the land acquisition process.
- e. Preparing weekly progress reports and tracking spreadsheet for the LPA.
- f. Preparing and performing QM/QC of Secured Parcel Checklist and submitting to INDOT, addressing INDOT parcel review comments.
- g. Preparing and providing justification of administrative settlement documentation.
- h. If initial offer is rejected, and/or a counteroffer is submitted, assisting the Appraiser, Review Appraiser, and/or Buyer to review the offer and determine conformance with FHWA/INDOT requirements.

2. ADDITIONAL SERVICES:

- a. Communicating via an in person meeting, email, or phone call with property owners to discuss project details or explain technical improvements of the project.
- b. Revising Plans and or Right of Way Engineering documents (legal descriptions, parcel plats, conveyance instruments), if requested and approved by the LPA to address concerns of property owners.
- c. Assisting LPA Attorney on any condemnation parcels, preparing or negotiating Right of Entry documents, in advance of securing the parcel or through condemnation
- d. Obtaining a supplemental title and encumbrance report except as provided in the Buyer's scope.
- e. Recording conveyance instruments or miscellaneous documents, assisting the LPA with sending payment and/or project letters/notices to affected property owners.

B. APPRAISAL SERVICES

1. First Appraisal Group, Inc.
1569 S. Piazza Drive, Bloomington, Indiana 47401
a corporation incorporated in Indiana shall hereinafter be referred to as the Appraiser.

(and/or)

2. McKee Enterprises, Inc.
6320 Rucker Road, Suite D, Indianapolis, Indiana 46220
a corporation incorporated in Indiana shall hereinafter be referred to as the Appraiser.
 - a. The Appraiser shall be a certified/licensed Appraiser in the State of Indiana and on INDOT's Approved Appraiser list. The same individual will be precluded from completing the Appraisal and Appraisal Review on the same parcel per INDOT standards.
 - b. No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.
 - c. The Appraiser shall examine the plans for this project and review in the field the various parcels assigned.
 - d. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel except for Appraisal activities excluded from this requirement in accordance with INDOT and FHWA procedures.
 - e. The appraisals shall be sufficiently documented to meet the minimum standards set out in the INDOT Real Estate Division Manual as approved by the FHWA. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with applicable regulations. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser.
 - f. The Appraiser shall document current comparable sales data necessary to establish fair market value. Each comparable property shall be properly identified including photograph.
 - g. The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits, if applicable.
 - h. When an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only a part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and non-compensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall document items in the appraiser's judgment determined to be a reasonable allocation of the "before value" to the various land, building and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value".
 - i. In estimating fair market value for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
 - j. Documentation of estimates of value (either the before, the after, or the acquisition value), of damages, and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible,

- the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser must then fully explain the reasoning for the after value estimate.
- k. The appraisal shall conform to statutory and judicial determinations regarding compensable and non-compensable items.
- l. The Appraiser's report shall be in writing and contain, as a minimum, the following:
- (i) The purpose of the appraisal, definition of value to be estimated and the rights or interests being appraised.
 - (ii) Identification of the property and its ownership, including at minimum a five year delineation of title.
 - (iii) Statement of appropriate contingent and limiting conditions, if any.
 - (iv) An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any.
 - (v) Identified photographs of the subject property including area to be acquired and, if applicable, all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged.
 - (vi) An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be part of the real property to be acquired.
 - (vii) The estimate of market value of the proposed acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of market value for the real property to be acquired and for damages and/or special benefits to remaining real property.
 - (viii) The date(s) on which and/or as of which, as appropriate, the market value is estimated. The date of value estimate must be the last day of inspection.
 - (ix) The certification, signature, and date of signature of the Appraiser.
 - (x) Other descriptive material (maps, charts, plans, photographs).
 - (xi) The federal-aid project number and parcel identification.
 - (xii) When required for compliance with Indiana Department of Transportation and Federal Highway Administration procedures, opportunity for the property owner to accompany the Appraiser during the observation of the property.
- m. Appraisal reports shall be prepared in ink or typewritten, dated and signed by the individual making the appraisal prior to being submitted to a Review Appraiser.
- n. Each appraisal report shall contain an Appraiser's certification. A new certification shall be prepared where there is a change in the appraisal report, which affects the estimate of market value or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.
- o. The Appraiser agrees to furnish one original green copy and three copies of the appraisal report.
- p. The Appraiser agrees to testify in court on behalf of the LPA on any of the parcels described herein.
- q. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LPA to reveal the communication to another designated party.

C. APPRAISAL REVIEW SERVICES

- I. Monroe/Owen Appraisal, Inc.
702 W. 17th Street, P.O. Box 155, Bloomington, Indiana 47404
a corporation incorporated in Indiana shall hereinafter be referred to as the Review Appraiser.
 - a. The Review Appraiser shall be a Certified Appraiser in the State of Indiana and designated as a Review Appraiser on INDOT's Approved Appraiser List. The same individual may prepare the Appraisal Problem Analysis and complete the Appraisal Review.
 - b. The same individual will be precluded from completing the Appraisal and Appraisal Review on the same parcel per INDOT standards.
 - c. The Appraisal Review shall not be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.
 - d. The Review Appraiser shall examine the plans for this project and complete field inspections of the subject property and comparable properties contained in the appraisal report.
 - e. The appraisal reviews shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Manual as approved by the Federal Highway Administration and shall be submitted on forms approved by the LPA and the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in completion of the appraisal review in accordance with applicable regulations. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser.
 - f. The Review Appraiser shall consider all pertinent value information that is available.
 - g. The Review Appraiser shall document all estimates of just compensation.
 - h. The Review Appraiser may at any time prior to settlement adjust his/her estimate of just compensation on the basis of additional value information.
 - i. The Review Appraiser shall examine the appraisal reports for development of a determination as to whether the reports:
 - (i) Are complete in accordance with the Indiana Department of Transportation's appraisal requirements.
 - (ii) Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
 - (iii) Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
 - (iv) Include consideration of compensable items, damages and benefits, and exclude items considered non-compensable under state law.
 - (v) Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which the appraiser considered to be an impact to the market value of the real property to be acquired.
 - (vi) Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and damages to remaining real property.
 - j. Prior to finalizing his/her estimate of market value and just compensation, the Review Appraiser shall request and obtain corrections and/or revisions of the appraisal report in accordance with Indiana Department of Transportation's appraisal procedures. These shall be documented and retained in the parcel file.

- k. The Review Appraiser may supplement an appraisal report with correction of minor mathematical errors where such errors do not affect the final value conclusion. He/she may also supplement the appraisal file where the following factual data has been omitted:
 - (i) Project and/or parcel number.
 - (ii) Owner's and/or tenant's names.
 - (iii) Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables.
 - (iv) Statement that there were no sales of subject property in the past five years.
 - (v) Location, zoning, or present use of subject property or comparables.
- l. The Review Appraiser shall initial and date his/her corrections and/or factual data supplements to an appraisal report.
- m. The Review Appraiser shall place in the parcel file a signed and dated Certificate of Review Appraiser and Conclusion of Fair Market Value (Form REV 27):
 - (i) The estimate of fair market value and just compensation including, where appropriate, the allocation of compensation for the real property acquired and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which he/she considered to be a part of the real property to be acquired, if such allocation or listing differs from that of the appraisal(s).
 - (ii) That as a part of the Appraisal Review there was or was not field inspection of the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, he/she shall state the reason(s).
 - (iii) That he/she has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.
 - (iv) That his/her estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
 - (v) His/her value estimate of items compensable under state law but not eligible for federal reimbursement, if any.
 - (vi) Prepare a Statement of the Basis for Just Compensation for LPA approval.
- n. In estimating market value and just compensation of the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- o. The Review Appraiser shall conform to statutory and judicial determinations regarding noncompensable items.
- p. The Review Appraiser agrees to testify in court on behalf of the LPA on any of the parcels described herein.
- q. All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LPA to reveal the communication to another designated party.

D. NEGOTIATION SERVICES

1. DLZ Indiana, LLC
157 E. Maryland Street, Indianapolis, Indiana 46204
a limited liability company registered in Indiana shall hereinafter be referred to as the Buyer.

(and/or)
2. RWS South, Inc.
5214 S. East Street, Suite D-2, Indianapolis, Indiana 46227
a corporation incorporated in Indiana shall hereinafter be referred to as the Buyer.
 - a. The Buyer shall be a licensed real estate broker in the State of Indiana and on INDOT's Approved Buyer list.
 - b. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
 - c. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
 - d. The Buyer shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Land or Easement offer letter shall be given each parcel owner or sent by certified mail with return receipt requested.
 - e. Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
 - f. The Buyer shall perform the services under this Agreement in compliance with the Indiana Department of Transportation's Buyers Procedure Manual in addition to the following regulations:
 - (i) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make a personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - (ii) No later than the first contact where the offer is discussed, the Buyer shall provide the owner with the brochure "Acquisition; Acquiring Real Property for Federal and Federal-Aid Programs and Projects" describing the land acquisition process and the owner's rights, privileges and obligations.
 - (iii) The owner of improvements located on land being acquired for Right of Way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by the LPA and Indiana Department of Transportation.
 - (iv) A revised offer and summary statement of just compensation shall be provided the owner if:
 - i. The extent of the taking is revised, or
 - ii. The approved estimate of just compensation is revised by the Review Appraiser.
 - g. The Buyer shall maintain adequate records to include a report for each parcel containing but not limited to:
 - (i) The date, place, parties of interest contacted and summary of meeting.
 - (ii) Offer made.
 - (iii) Counter-offer or reasons offer was not accepted.

- (iv) The report must be signed and dated by the Buyer, and initialed by the persons contacted, or if persons contacted object to initial, the buyer documenting objections accordingly.
- h. The property owner may be given a copy of the report on each contact.
- i. When attempts to buy are successful, a signed statement is to be prepared by the Buyer to the effect that:
 - (i) The written offer embodies all considerations agreed to by the property owner;
 - (ii) The Buyer understands the acquired property is for use in connection with a federal-aid project;
 - (iii) The Buyer has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and,
 - (iv) The agreement was reached without coercion of any type.
- j. When attempts to buy are unsuccessful the Buyer shall record his/her recommendation for action for submittal to the LPA.
 - (i) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.
 - (ii) Otherwise, a condemnation report shall be completed by the Buyer and submitted accordingly.
- k. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of this information to anyone other than a duly authorized representative of the LPA, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LPA to reveal the information to another designated party.

E. RELOCATION SERVICES

- 1. Stankoven & Co., Inc.
14984 County Road 14, Middlebury, IN 46540
a corporation incorporated in Indiana shall hereinafter be referred to as the Relocation Specialist.
 - a. The Relocation Specialist shall be on INDOT's approved Relocation Specialist list.
 - b. No work by the Relocation Specialist shall be sublet, assigned or otherwise performed by anyone other than the Relocation Specialist.
 - c. The Relocation Specialist shall provide relocation assistance to eligible persons and/or businesses being displaced by the project.
 - d. The Relocation Specialist shall accompany the Appraiser during the appraisal observation to assist and coordinate in the identification of realty and personal property.
 - e. The Relocation Specialist shall provide all necessary relocation assistance and advisory services and compute payment(s) for each eligible person or business being displaced by the project. The provision of such services shall be in accordance with the Uniform Act and current Indiana Department of Transportation policies and procedures.
 - f. The Relocation Specialist shall assure that eligible persons and/or businesses will be adequately informed of available relocation assistance, services and payments.
 - g. The booklet "Relocation and You" will be distributed at the earliest possible contact to each eligible person or business being displaced by the project.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
2. Review of conveyance instruments prepared and/or approved for each parcel by LPA legal counsel.
3. Recording of all transfer documents after the parcel is acquired by the Buyer.
4. Legal counsel for condemnation proceedings and for legal services in connection with the project.
5. The money and delivery for all payments due property owner and/or applicable property interests.
6. Copies of the location and/or design study reports, if applicable.
7. Copies of the environmental studies and/or approvals, if applicable.
8. Partial mortgage release fees.
9. Copies of recorded documents and proof of payment.
10. Property Management
11. Condemnation legal services, if required.

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APPENDIX "C"

SCHEDULE:

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

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LPA no later than **270 days** in accordance with the projected schedule outlined below. Schedule will commence after notifications to proceed from the LPA and INDOT are issued, and is exclusive of the LPA review time.

1. Appraisal Services
Within 60 calendar days after LPA issuance of Notice to Proceed.
2. Appraisal Review Services and Statements of the Basis for Just Compensation
Within 30 calendar days after receipt of each appraisal from the Appraiser.
3. Negotiation Services
Within 30 calendar days after receipt of Notice to Proceed with buying on each parcel, an offer will be made to the property owner. Approximately 150 additional calendar days are anticipated to complete the buying phase, unless the parcel proceeds to condemnation or if the owner rejects the initial offer.
4. Relocation Services
Relocation Services shall begin following initiation of Negotiation Services including presentation of offer and are estimated to be completed within approximately 120 calendar days after Initial Meeting.

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APPENDIX "D"

A. AMOUNT OF COMPENSATION

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$99,220.00** unless a SUPPLEMENTAL AGREEMENT is approved in writing by the LPA and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the work performed under Section A.1 of Appendix "A" of this Agreement a per parcel fee of \$1,000.00 for Base Right of Way Project Management and Supervision for parcels indicated in the schedule below.
3. The CONSULTANT will be paid for the work performed under Section A.2 of Appendix "A" of this Agreement at an Hourly Rate as calculated in Section 7 of this Appendix for Additional Services of Right of Way Management and Supervision for parcels indicated in the schedule below.
4. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Agreement, except as provided for in Section 6 of this Appendix, in accordance with the following schedule:
- 5.

| Parcel | Appraisal Est. Type | Appraisal Est. Fee | Appraisal Review Est. Fee | Buying Est. Fee | Relocation Services | BASE R/W Mgmt | Parcel Total |
|--------------------------------------|--------------------------|--------------------|---------------------------|--------------------|---------------------|--------------------|--------------------|
| 2 | Value Finding | \$1,700.00 | \$850.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$5,250.00 |
| 3 | Short Form (Commercial) | \$4,000.00 | \$1,900.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$8,600.00 |
| 4 | Value Finding | \$1,700.00 | \$850.00 | \$1,400.00 | \$0.00 | \$1,000.00 | \$4,950.00 |
| 5 | Long Form (Special Imp.) | \$10,000.00 | \$4,600.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$17,300.00 |
| 6 | Short Form (Residential) | \$2,800.00 | \$1,350.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$6,850.00 |
| 8 | Short Form (Residential) | \$2,800.00 | \$1,350.00 | \$1,400.00 | \$0.00 | \$1,000.00 | \$6,550.00 |
| 12 | Value Finding | \$1,700.00 | \$850.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$5,250.00 |
| 15 | Value Finding | \$1,700.00 | \$850.00 | \$1,400.00 | \$0.00 | \$1,000.00 | \$4,950.00 |
| 16 | Value Finding | \$1,700.00 | \$850.00 | \$1,400.00 | \$0.00 | \$1,000.00 | \$4,950.00 |
| 17 | Value Finding | \$1,700.00 | \$850.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$5,250.00 |
| 18 | Value Finding | \$1,700.00 | \$850.00 | \$1,700.00 | \$1,500.00 | \$1,000.00 | \$6,750.00 |
| 19 | Long Form (Residential) | \$4,000.00 | \$1,900.00 | \$1,700.00 | \$0.00 | \$1,000.00 | \$8,600.00 |
| 20 | Value Finding | \$1,700.00 | \$850.00 | \$1,400.00 | \$0.00 | \$1,000.00 | \$4,950.00 |
| Subtotal | | \$37,200.00 | \$17,900.00 | \$20,600.00 | \$1,500.00 | \$13,000.00 | \$90,200.00 |
| 10% Contingency (as required) | | | | | | | \$9,020.00 |
| Total Not-to-Exceed Fee | | | | | | | \$99,220.00 |

Parcels identified in Exhibit 2.

5. In consideration for condemnation proceedings described below the LPA agrees to Pay the Right of Way Manager, Appraiser, Review Appraiser, Buyer, and Relocation Specialist on a daily basis (or on a pro rata basis for less than a day) the following sums:

| | <u>Pre-Trial Conference & Preparation</u> | <u>Testimony in Court as Expert Witness</u> |
|-----------------------|---|---|
| Right of Way Manager | \$2,000.00 per day \$1,000.00 per ½ day | \$2,000.00 per day \$1,000.00 per ½ day |
| Appraiser | \$1,200.00 per day \$600.00 per ½ day | \$1,200.00 per day \$600.00 per ½ day |
| Review Appraiser | \$1,500.00 per day \$750.00 per ½ day | \$1,500.00 per day \$750.00 per ½ day |
| Buyer | \$1,500.00 per day \$750.00 per ½ day | \$1,500.00 per day \$750.00 per ½ day |
| Relocation Specialist | \$1,500.00 per day \$750.00 per ½ day | \$1,500.00 per day \$750.00 per ½ day |

6. The CONSULTANT, with written approval from the LPA’s ERC, may complete revisions and/or additional items relating to Right of Way Project Management and Supervision, Appraisal, Appraisal Review, Buying Services, and Relocation Services, Sections A, B, C, and D of Appendix “A” at the INDOT established unit prices at the time work is completed utilizing funds designated as “contingency” shown in the table under Section 4 of Appendix “D”, up to the amount shown in Section 1 of Appendix “D”.
7. For those services performed by the CONSULTANT which are included in the itemized costs, as shown herein in Appendix “D”, Section 4 as an “Hourly Rate”, the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit #1**. The basis for payment includes the direct salary and wages of each employee, PLUS an overhead rate of 159.38%, PLUS a 15.00% profit, PLUS the cost of money at 1.61%, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

B. METHOD OF PAYMENT

1. The CONSULTANT shall submit invoices to the LPA not more often than once per month during the progress of the work, for payment on account for the work completed.
2. For work performed under Appendix “A”, the LPA agrees to pay the CONSULTANT for rendering such services as each item for each parcel is completed.

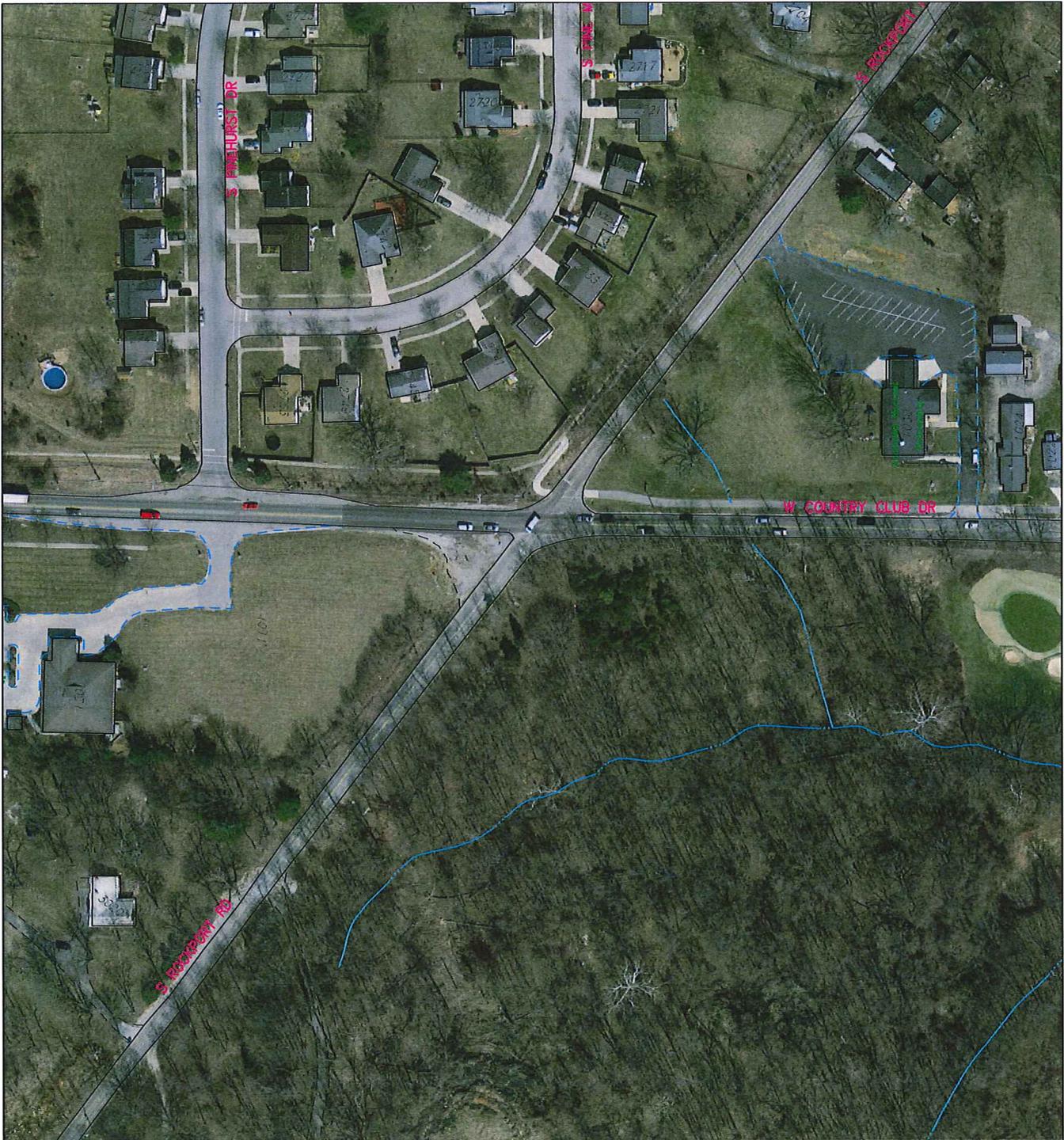
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DLZ Indiana, LLC

6/23/2016

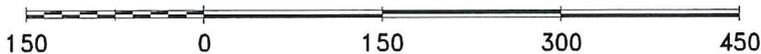
**EXHIBIT 1
NEGOTIATED HOURLY BILLING RATES**

| Activity Code | CLASSIFICATION | 2016 AVERAGE HOURLY LABOR RATE | 2016 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @ 159.38% | 2016 AVERAGE HOURLY LABOR RATE + OH | 2016 AVERAGE HOURLY LABOR RATE x PROFIT @ 15.00% | 2016 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @ 1.61% | PROPOSED 2016 HOURLY BILLING RATE |
|---------------|---|--------------------------------|---|-------------------------------------|--|--|-----------------------------------|
| 1A | Principal** | \$81.81 | \$130.38 | \$212.19 | \$31.83 | \$1.32 | \$193.85 |
| 49 | Division Manager / Director | \$63.17 | \$100.69 | \$163.86 | \$24.58 | \$1.02 | \$189.46 |
| 50 | Department Manager | \$54.77 | \$87.29 | \$142.06 | \$21.31 | \$0.88 | \$164.25 |
| 21 | Project Manager I / II / Sr., Group Mngr | \$46.62 | \$74.30 | \$120.92 | \$18.14 | \$0.75 | \$139.81 |
| 565 | Architect V | \$44.75 | \$71.32 | \$116.07 | \$17.41 | \$0.72 | \$134.20 |
| 58 | Architect III | \$34.40 | \$54.83 | \$89.23 | \$13.38 | \$0.55 | \$103.16 |
| 57 | Architect II | \$32.00 | \$51.00 | \$83.00 | \$12.45 | \$0.52 | \$95.97 |
| 56 | Architect I | \$22.31 | \$35.56 | \$57.87 | \$8.68 | \$0.36 | \$66.91 |
| 006 | Architectural Intern | \$34.20 | \$54.51 | \$88.71 | \$13.31 | \$0.55 | \$102.56 |
| 227 | Landscape Arch./Planner III | \$34.73 | \$55.34 | \$90.07 | \$13.51 | \$0.56 | \$104.14 |
| 557 | Structural Engineer VI | \$49.70 | \$79.21 | \$128.91 | \$19.34 | \$0.80 | \$149.05 |
| 558 | Structural Engineer IV | \$41.08 | \$65.47 | \$106.55 | \$15.98 | \$0.66 | \$123.20 |
| 553 | Structural Engineer III | \$34.73 | \$55.34 | \$90.07 | \$13.51 | \$0.56 | \$104.14 |
| 552 | Structural Engineer II | \$35.09 | \$55.92 | \$91.01 | \$13.65 | \$0.56 | \$105.23 |
| 551 | Structural Engineer I | \$25.86 | \$41.22 | \$67.09 | \$10.06 | \$0.42 | \$77.57 |
| 313E | Civil Engineer VI | \$42.45 | \$67.66 | \$110.11 | \$16.52 | \$0.68 | \$127.31 |
| 313C | Civil Engineer IV | \$44.85 | \$71.48 | \$116.33 | \$17.45 | \$0.72 | \$134.50 |
| 313A | Civil Engineer III | \$38.17 | \$60.83 | \$99.00 | \$14.85 | \$0.61 | \$114.47 |
| 313B | Civil Engineer II | \$31.63 | \$50.42 | \$82.05 | \$12.31 | \$0.51 | \$94.87 |
| 313 | Civil Engineer I | \$25.75 | \$41.05 | \$66.80 | \$10.02 | \$0.41 | \$77.23 |
| 345 | Geotechnical Engineer IV | \$41.35 | \$65.90 | \$107.25 | \$16.09 | \$0.67 | \$124.01 |
| 343 | Geotechnical Engineer II | \$36.35 | \$57.93 | \$94.28 | \$14.14 | \$0.59 | \$109.01 |
| 342 | Geotechnical Engineer I | \$29.00 | \$46.22 | \$75.22 | \$11.28 | \$0.47 | \$86.97 |
| 214 | Surveyor V | \$40.15 | \$63.99 | \$104.14 | \$15.62 | \$0.65 | \$120.41 |
| 102 | Surveyor IV | \$37.00 | \$58.97 | \$95.97 | \$14.40 | \$0.60 | \$110.96 |
| 31 | Surveyor | \$36.06 | \$57.46 | \$93.52 | \$14.03 | \$0.58 | \$108.13 |
| 127 | Party Chief / Foreman / Journeyman | \$38.93 | \$62.05 | \$100.98 | \$15.15 | \$0.63 | \$116.75 |
| 248 | Instrument Person | \$32.16 | \$51.26 | \$83.43 | \$12.51 | \$0.52 | \$96.46 |
| 13 | Rodman | \$24.80 | \$39.53 | \$64.33 | \$9.65 | \$0.40 | \$74.37 |
| 4 | Surveyor Coordinator | \$36.25 | \$57.78 | \$94.03 | \$14.10 | \$0.58 | \$108.71 |
| 94 | Survey/Mapping Assistant | \$18.85 | \$30.04 | \$48.89 | \$7.33 | \$0.30 | \$56.53 |
| 135 | Environmental/ Environ. Geo Scientist III | \$36.98 | \$58.94 | \$95.93 | \$14.39 | \$0.60 | \$110.91 |
| 136 | Environmental/Geo Scientist II | \$24.25 | \$38.65 | \$62.90 | \$9.43 | \$0.39 | \$72.73 |
| 340 | Mechanical Engineer VI | \$52.25 | \$83.28 | \$135.53 | \$20.33 | \$0.84 | \$156.70 |
| 326 | Mechanical Engineer III | \$42.80 | \$68.21 | \$111.01 | \$16.65 | \$0.69 | \$128.36 |
| 341 | Electrical Engineer VI | \$52.25 | \$83.28 | \$135.53 | \$20.33 | \$0.84 | \$156.70 |
| 322 | Electrical Engineer III | \$44.60 | \$71.08 | \$115.68 | \$17.35 | \$0.72 | \$133.75 |
| 338 | Electrical Engineer II | \$30.80 | \$49.09 | \$79.89 | \$11.98 | \$0.50 | \$92.37 |
| 323 | Electrical Engineer I | \$31.49 | \$50.19 | \$81.68 | \$12.25 | \$0.51 | \$94.44 |
| 129 | Construction Program Manager | \$35.45 | \$56.50 | \$91.95 | \$13.79 | \$0.57 | \$106.31 |
| 126 | Construction Observer Mgr / Op Lv E/F | \$33.77 | \$53.82 | \$87.59 | \$13.14 | \$0.54 | \$101.28 |
| 152 | Construction Observer | \$23.74 | \$37.84 | \$61.58 | \$9.24 | \$0.38 | \$71.20 |
| 473 | Designer III | \$36.57 | \$58.28 | \$94.85 | \$14.23 | \$0.59 | \$109.66 |
| 472 | Designer II | \$30.30 | \$48.29 | \$78.59 | \$11.79 | \$0.49 | \$90.87 |
| 28 | Designer I | \$25.99 | \$41.42 | \$67.41 | \$10.11 | \$0.42 | \$77.94 |
| 544 | Technician IV | \$21.20 | \$33.79 | \$54.99 | \$8.25 | \$0.34 | \$63.58 |
| 542 | Technician II | \$19.54 | \$31.15 | \$50.69 | \$7.60 | \$0.31 | \$58.61 |
| 29 | Technician I | \$13.95 | \$22.23 | \$36.18 | \$5.43 | \$0.22 | \$41.84 |
| 430 | Office Services Coordinator | \$23.08 | \$36.79 | \$59.87 | \$8.98 | \$0.37 | \$69.23 |
| 43 | Clerical I/II / Receptionist | \$17.16 | \$27.34 | \$44.50 | \$6.67 | \$0.28 | \$51.45 |
| 06 | College Interns | \$14.59 | \$23.25 | \$37.85 | \$5.68 | \$0.23 | \$43.76 |
| 139 | Planner V | \$48.40 | \$77.14 | \$125.54 | \$18.83 | \$0.78 | \$145.15 |
| | ** \$64.64/HR @ Max rate | | | | | | |



R.O.W. Acquisition Services Agreement with DLZ

By: smithc
22 Jul 16



City of Bloomington
Public Works

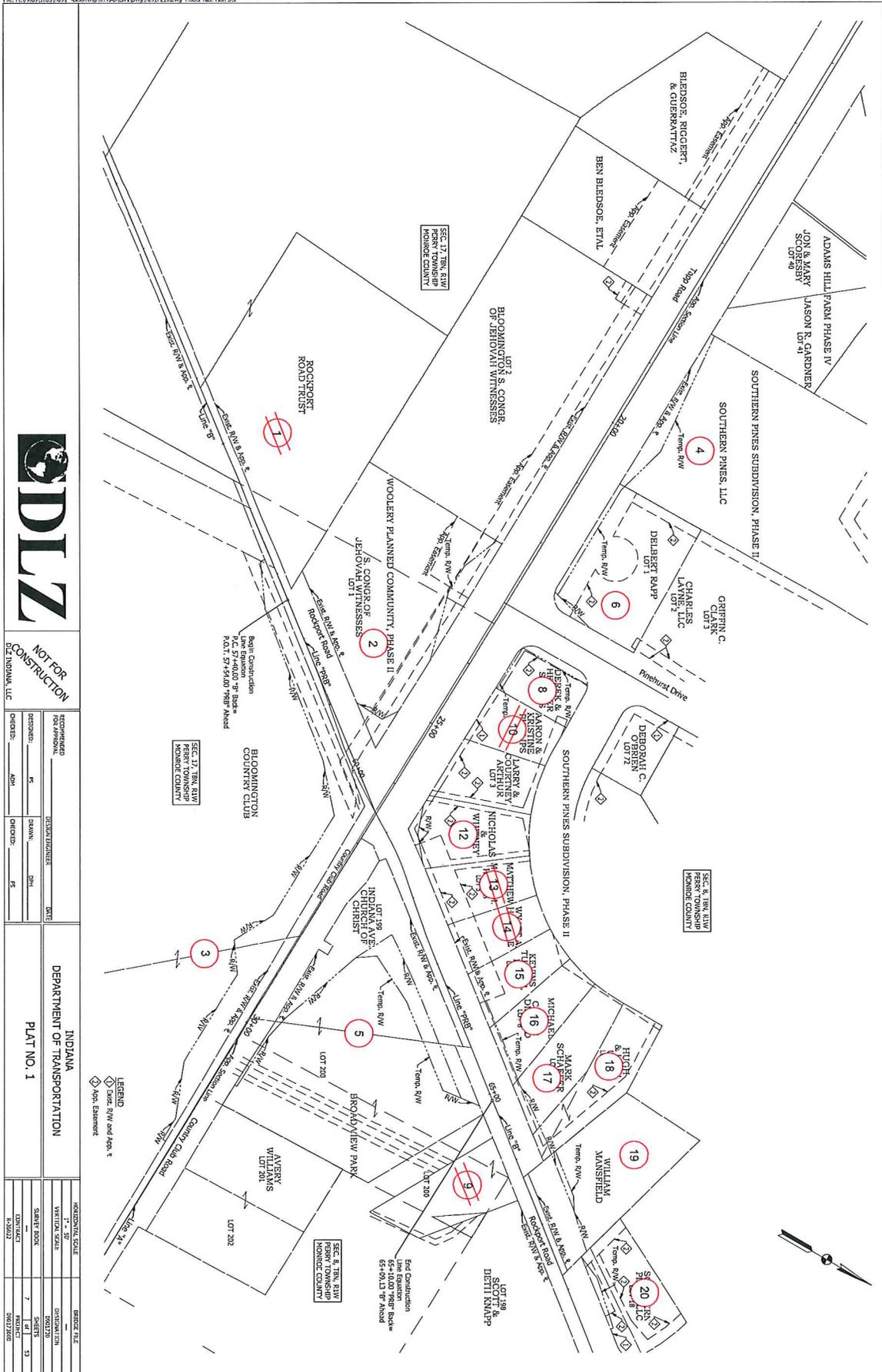


Scale: 1" = 150'

For reference only; map information NOT warranted.

Date: Mar 17, 2016, 12:29pm User ID: 118
File: K:\PROJECTS\1635\1635-001 - Administration\1635\1635-001\1635-001.dwg Plot: Plan Set

ROW Acquisition Services Agreement with DLZ



NOT FOR CONSTRUCTION
DLZ INDIANA, LLC

| | | |
|--------------|--------------------|-------|
| DESIGNED BY: | REVISION ENGINEER: | DATE: |
| DRAWN BY: | DATE: | |
| CHECKED BY: | DATE: | |

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAT NO. 1

| | | |
|------------------|----------------|------|
| HORIZONTAL SCALE | VERTICAL SCALE | DATE |
| AS SHOWN | AS SHOWN | |
| BY: | BY: | |
| DATE: | DATE: | |

Exhibit 2

16-36
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO AMEND THE FUNDING APPROVAL IN REDEVELOPMENT COMMISSION
RESOLUTION 16-27 (WEST 2ND STREET AND ROLLING RIDGE WAY SIGNAL AND
SIDEPATH IMPROVEMENTS)

WHEREAS, pursuant to Indiana Code § 36-7-14-1 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Adams Crossing Economic Development Area”; and

WHEREAS, since the Adams Crossing Economic Development Area was created, the Adams Crossing Economic Development Area has been expanded (“Adams Crossing TIF”), and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or physically connected to the Consolidated TIF; and

WHEREAS, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct signal and sidepath improvements along West Bloomfield Road (West 2nd Street), including at the intersection of West Bloomfield Road (West 2nd Street) and Rolling Ridge Way (“Project”); and

WHEREAS, the Project is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-28; and

WHEREAS, on October 20, 2015, the RDC approved its Resolution 15-78, which approved payment of an amount not to exceed \$1,388,700 from the Consolidated TIF pursuant to a contract with Weddle Bros. Building Group, LLC for the construction of the Project, with such funding authorization to terminate on September 10, 2016; and

WHEREAS, on November 17, 2015, the RDC approved its Resolution 15-85, which reduced the funding approval in Resolution 15-78 from \$1,388,700 to \$1,338,700, and approved an Amended Project Review and Approval Form (“First Amended Form”); and

WHEREAS, on March 7, 2016, Staff brought the RDC a change order to the construction contract (“First Change Order”), which reduced the cost of the construction of the Project by \$11,932 to \$1,326,768, and which extended the completion date of the construction of the Project from September 10, 2016 to September 13, 2016;

WHEREAS, the RDC approved the First Change Order in Resolution 16-05; and

WHEREAS, City Staff and Weddle Bros. Building Group, LLC brought the RDC a change order to the construction contract (“Second Change Order”), which increased the cost of the construction of the Project by \$8,926 to \$1,335,694, and which extended the completion date of the construction of the Project from September 13, 2016 to September 14, 2016; and

WHEREAS, the RDC approved the Second Change Order and the Second Amended Project Review and Approval Form (“Second Amended Form”) in Resolution 16-27; and

WHEREAS, during the construction of the Project, pursuant to the authority vested in the Director of Planning and Transportation in Resolution 15-78, the Director of Planning & Transportation approved a change order (“Third Change Order”) to add an additional manhole structure; and

WHEREAS, a copy of the Third Change Order is attached to this Resolution as Exhibit A; and

WHEREAS, the Third Change Order increased the cost of the construction of the Project by \$3,092 to \$1,338,786, and did not affect the completion date of the construction of the Project; and

WHEREAS, City Staff and Weddle Bros. Building Group, LLC believe that a fourth change order to the construction contract (“Fourth Change Order”) to construct a pedestrian safety railing behind the retaining wall and a railing for a bridge structure along the new path is appropriate; and

WHEREAS, a copy of the Fourth Change Order is attached to this Resolution as Exhibit B; and

WHEREAS, the Fourth Change Order would increase the cost of the construction of the Project by \$32,906 to \$1,371,692, and would not affect the completion date of the construction of the Project; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Third Amended Form”) which updates the full cost of the Project and the cost of the Construction phase of the Project, which is attached to this Resolution as Exhibit C; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Construction of the Project;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Third Amended Form.
2. The RDC amends the funding approval it made in Resolutions 16-27. The RDC hereby approves payment of an amount not to exceed \$1,371,692 from the Consolidated TIF (Fund 439-15-159001-53990) for the Construction of the Project, to be payable pursuant to the terms of the Contract. This funding approval shall replace the funding approval of an amount not to exceed \$1,335,694 that is found in Resolution 16-27. This funding approval shall terminate on October 1, 2016. For the avoidance of doubt, Resolutions 15-78 (including the authority of the Director of Planning and Transportation to approve certain change orders

that individually do not exceed \$7,500 and collectively do not exceed 5% of the original contract price, or \$66,935, in addition to the payment authorized above), 15-85, 16-05, and 16-27 shall remain otherwise unchanged.

3. In the event that the Board of Public Works does not approve the change order attached to this Resolution as Exhibit B, the changes to the amount of funding approval of this Project shall have no effect. Staff is asked to attach a fully executed copy of the change order to this Resolution as Exhibit D.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

Tuesday, July 19, 2016

Mr. Matt Smethurst
City of Bloomington
PO Box 100, Suite 130
Bloomington, Indiana 47402

**RE: 6086 West Bloomfield Road Sidepath, Intersection & Signal Improvements Project -
6086
PCO #012**

Dear Mr. Smethurst,

We have finalized gathering all the required quotations for PCO Number **012** for the following extra work: **Additional manhole structure at tie in point**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra direct costs.

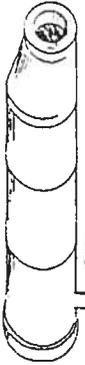
| Item | Description | Amount Proposed | Contractor |
|------|--------------|-----------------|-----------------------------|
| 001 | WB Labor | \$877.00 | Weddle Bros. Building Group |
| 002 | WB Material | \$1,381.00 | Weddle Bros. Building Group |
| 003 | WB Equipment | \$525.00 | Weddle Bros. Building Group |
| 004 | WB Markup | \$309.00 | Weddle Bros. Building Group |

Total Amount \$3,092.00

Please review the attached and provide Weddle Bros. with a written recommendation. If you have any questions regarding this potential change order, please call me at your earliest convenience.

Sincerely,
Weddle Bros. Building Group, LLC

Scott Lentz,
Project Manager



P.O. Box 147
Switz City, IN 47465
Phone (812) 659-2318
Fax (812) 659-2320
Email: spencprecast@bluemarble.net

Spencer Concrete Products, Inc.

| | |
|---------------|--|
| Sheet | 1 of 1 |
| Date | 7-18-2016 |
| Project | Bloomfield Road Sidepath |
| Location | Bloomington, IN |
| Bid Date | |
| Terms | Net 30 |
| F.O.B. | Job Site |
| Delivery Date | |
| Comments | Weddle Bros. Building Group Scott Lentz |

| QTY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--------------|---|------------|----------------------------|
| 1 | 48" dia. Storm Manhole w/ Flat Top Casting Not Included. | | \$640.00 Tax Exempt |
| TOTAL | | | \$640.00 |

We appreciate this opportunity to quote your job and hope to be favored with the order.

Accepted On: _____

By: _____

By: _____



WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

Tuesday, July 19, 2016

Mr. Matt Smethurst
City of Bloomington Utilities
600 East Miller Drive
Bloomington, IN 47403

RE: 6086 West Bloomfield Road Sidepath, Intersection & Signal Improvements Project - 6086
PCO #013

Dear Mr. Smethurst,

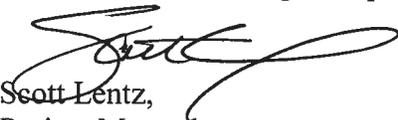
We have finalized gathering all the required quotations for PCO Number **013** for the following extra work: **Fabrication / Installation of Pedestrian Safety Railing**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra direct costs.

| Item | Description | Amount Proposed | Contractor |
|------|--------------|-----------------|-----------------------------|
| 001 | WB Labor | \$3,793.00 | Weddle Bros. Building Group |
| 002 | WB Material | \$23,926.00 | Weddle Bros. Building Group |
| 003 | WB Equipment | \$1,900.00 | Weddle Bros. Building Group |
| 004 | WB Markup | \$3,287.00 | Weddle Bros. Building Group |

Total Amount \$32,906.00

Please review the attached and provide Weddle Bros. with a written recommendation. If you have any questions regarding this potential change order, please call me at your earliest convenience.

Sincerely,
Weddle Bros. Building Group, LLC



Scott Lentz,
Project Manager

E & R FABRICATING, INC.
8854 STATE ROAD 37
BEDFORD, IN 47421-8300

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/13/2016 | 16060 |

| |
|-----------------|
| Name / Address |
| WEDDLE BROTHERS |

| | |
|----------|-------|
| P.O. No. | Terms |
| | |

| Description | Qty | Cost | Total |
|---|-----|----------|-----------|
| 13'-0" LONG 8 LINE ALUMINUM PEDESTRIAN SAFETY RAILING PAINTED BLACK | 1 | 3,600.00 | 3,600.00T |
| 11'-0" LONG 8 LINE ALUMINUM PEDESTRIAN SAFETY RAILING PAINTED BLACK | 1 | 0.00 | 0.00T |
| FABRICATION ONLY | | | |

Subtotal \$3,600.00

Sales Tax (7.0%) \$252.00

Total \$3,852.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This estimate is valid for only 15 days due to the volatility of the metals industry.

Signature



ERNIE McCULLOUGH

| | | |
|--------------|--------------|--------------------|
| Phone # | Fax # | E-mail |
| 812 275 0388 | 812 275 0512 | eandrfab@gmail.com |

22,840.⁰⁰
24,438.⁹⁰

E & R FABRICATING, INC.
8854 STATE ROAD 37
BEDFORD, IN 47421-8300

Estimate

| Date | Estimate # |
|-----------|------------|
| 7/13/2016 | 16059 |

| Name / Address |
|-----------------|
| WEDDLE BROTHERS |

| P.O. No. | Terms |
|----------|-------|
| | |

| Description | Qty | Cost | Total |
|---|-----|-----------|------------|
| 130' - 8 LINE ALUMINUM PEDESTRIAN SAFETY RAILING PAINTED BLACK FABRICATION ONLY | 1 | 19,240.00 | 19,240.00T |

Subtotal \$19,240.00

Sales Tax (7.0%) \$1,346.80

Total \$20,586.80

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This estimate is valid for only 15 days due to the volatility of the metals industry.

Signature

Ernie McCullough
ERNIE McCULLOUGH

| Phone # | Fax # | E-mail |
|--------------|--------------|--------------------|
| 812 275 0388 | 812 275 0512 | eandrfab@gmail.com |

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: West Bloomfield Road (2nd Street) and Rolling Ridge Way Traffic Signal and Sidepath Improvement Project

Project Manager: Matt Smethurst

Project Description:

Project will construct a sidepath on the north side of Bloomfield Road from Landmark Ave. to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal.

Project Timeline:

Start Date: April 22, 2014 (current design contract with United)

End Date: September 30, 2016 (completion of construction)

Financial Information:

| | |
|---------------------------------|---|
| Estimated full cost of project: | \$2,626,511 |
| | |
| Sources of funds: | Consolidated TIF (Adams Crossing portion) |
| | |

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.¹

| Step | Description | Estimated Cost | Timeline |
|------|---|--------------------------|-------------------------------------|
| 1 | Intersection, Traffic Signal, and Sidewalk Design | \$447,800 | April 2014 to April 2015 |
| 2 | Right of Way Acquisition | \$741,176 | October 2012 to April 2015 |
| 3 | Water Vault Design | \$2,000 | June 2015 to August 2015 |
| 4 | Construction | \$1,435,535 ² | October 2015 through September 2016 |

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ To improve clarity, the format of the Project Phases has been changed from the Second Amended Project Review and Approval Form to this Third Amended Project Review and Approval Form. The language in red has been substantively changed. Other changes relate to formatting only.

² This includes construction costs (\$1,368,600) and the change orders (which collectively do not exceed 5% of the original contract price, or \$66,935) that the Director of Planning & Transportation may approve in this project pursuant to Resolution 15-78.

**16-37
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE THE ENERGY GRANT AWARD FOR THE OWNER
OCCUPIED REHAB AT 3202 NORTH KINGSLEY DRIVE**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) entered into a funding agreement on May 22, 2015 that provided \$41,085.00 in HOME funds to complete an Owner Occupied Rehabilitation (OOR) project located at 3202 N Kingsley Drive, which included an energy grant in the amount of \$1,200.00; and,

WHEREAS, a weatherization grant was awarded to the property owner by South Central Community Action Program (SCAAP) and insulation was added to the garage of the house, but the work was not brought up to code, and

WHEREAS, HUD program guidelines require that the structure be brought up to code, staff is requesting additional funds not to exceed \$1,000.00 to complete this work as part of an energy grant allowed by HAND's OOR guidelines, and

WHEREAS, there are currently HOME funds available to fund the additional \$1,000 energy grant.

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

The funding agreement for this project be amended to include additional funding not to exceed \$1,000 as an energy grant award.

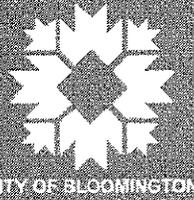
BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgamberalli, Secretary

Date



Chapter 1 Community Services

Goal 1.1

• Prioritize implementation of programs and strategies that sustain the health, well-being, recreation and safety of residents and visitors.

- **Policy 1.1.1:** Promote City stewardship of its parks, facilities, programs and services for present and future generations
- **Policy 1.1.2:** Recognize and respond to the City's changing population demographics in order to meet the needs of Bloomington's diverse community

Goal 1.2

• Engage the community, work with regional partners, reach out to schools, collaborate with non-profits and create business partnerships in order to provide community services and programs for all age groups.

- **Policy 1.2.1:** Encourage the creation of partnerships within Monroe County and adjacent communities to seek effective solutions for shared problems and community service needs.
- **Policy 1.2.2:** Continue to foster partnerships between the City and Indiana University with the goal of enhancing the quality of life for a united Bloomington by increasing opportunities for shared use and the development of programs, facilities, and community services.
- **Policy 1.2.3:** Collaborate with the Monroe County Community School Corporation (MCCSC) and private schools to better integrate the use of school services, playing fields and facilities for public benefit, particularly for young people, families, and seniors.
- **Policy 1.2.4:** Sustain the high education values and standards of local schools as they continue to contribute to the social and economic vitality of the City.

Goal 1.3

• Recognize the intrinsic value and everyday importance of our parks and community centers/spaces, libraries and civic buildings by investing in their maintenance and improvement.

- **Policy 1.3.1:** Increase access to parks and recreation facilities.
- **Policy 1.3.2:** Avoid deferred maintenance of City infrastructure and reinvest in the maintenance of aging facilities where such investment improves their usefulness, efficiency and appearance.
- **Policy 1.3.3:** Facilitate universal access by a variety of transportation modes for our residents and visitors to parks, recreation programs, athletic fields, libraries, arts and cultural centers.

Goal 1.4

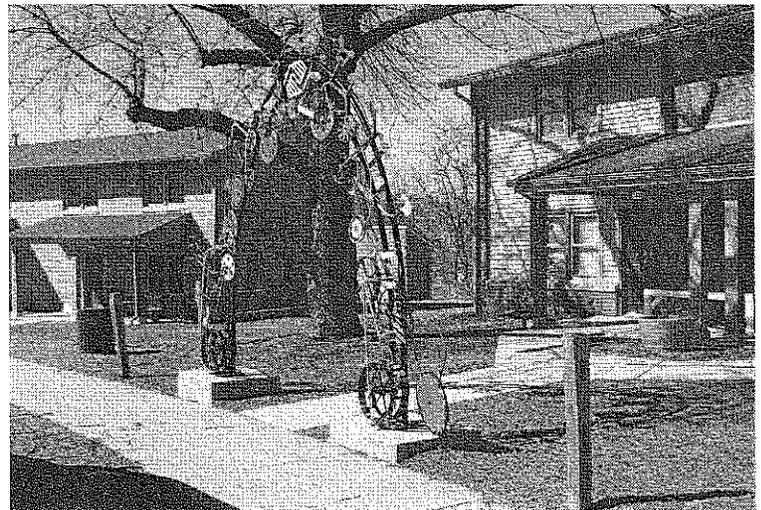
• Plan for a future in which the services we provide to our community continue to thrive and adapt to the growth and change of Bloomington.

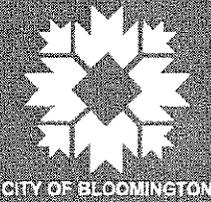
- **Policy 1.4.1:** Ensure that our growth does not eclipse our ability to provide equitable community services.
- **Policy 1.4.2:** Encourage and partner locally to ensure quality wired and wireless connectivity availability throughout the City of Bloomington.
- **Policy 1.4.3:** Parks and open space should be included and prioritized in the planning process to preserve the natural environment and reduce the amount of carbon emissions.
- **Policy 1.4.4:** Seek opportunities to develop new parks and recreation facilities to meet the emerging needs of the multi-generational residents and visitors to the City of Bloomington.

Goal 1.5

• Commit to transparency, open government and high quality public engagement so that exemplary services are provided to our residents, businesses and visitors.

- **Policy 1.5.1:** Foster inclusive and representative engagement within all development processes.
- **Policy 1.5.2:** Maintain highly motivated, professional, engaged staff and volunteers who are valued for their integrity, commitment and contributions towards the City and community.

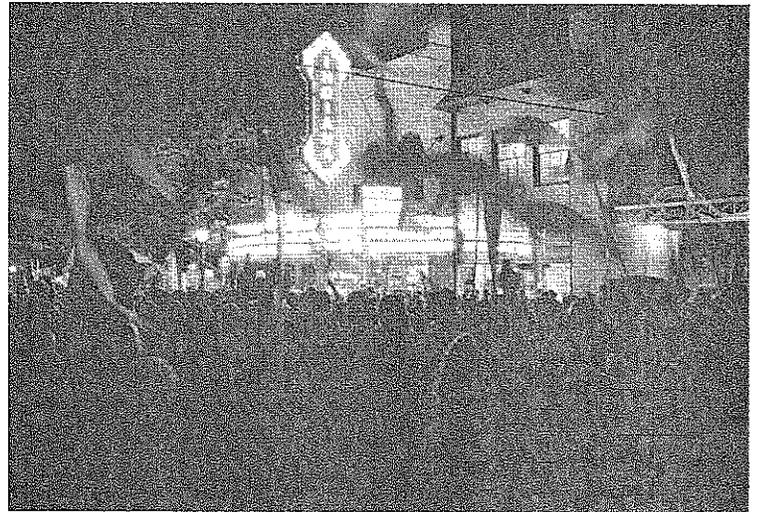




Chapter 2 Culture & Identity

Goal 2.1

- Support cultural spaces in all regions of Bloomington, especially urban centers and neighborhood villages, where they are accessible to a broad range of people and can help activate the public realm.
 - **Policy 2.1.1:** Utilize zoning amendments and incentives to place an emphasis on public space design within the private development realm including but not limited to the pedestrian and active transportation environments surrounding the sites, any opportunities for public art or engagement within the development, and how the development aesthetically blends in with its surroundings.
 - **Policy 2.1.2:** Ensure culturally significant places and spaces are preserved and celebrated
 - **Policy 2.1.3:** Encourage the designation of existing clusters of cultural spaces as cultural districts.
 - **Policy 2.1.4:** Encourage partnerships with the public, private and nonprofit sectors to engage in creative placemaking projects.
 - **Policy 2.1.5:** Encourage the use of public art to create a neighborhood identity.
 - **Policy 2.1.6:** Support the temporary re-use of vacant and/or underutilized building facades for art exhibitions and murals.
 - **Policy 2.1.7:** Create infrastructure and signage for better transportation connections to and among cultural venues.



Goal 2.2

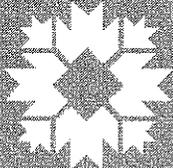
- Preserve assets of historic, architectural, archeological or social significance.
 - **Policy 2.2.1:** Continue to work with the department of Housing and Neighborhood Development (HAND) and the Historic Preservation Commission (HPC) to aid in the advocacy and monitoring of historic structures and places.
 - **Policy 2.2.2:** Continue to explore opportunities to enhance and expand the Bloomington/Monroe County Convention Center to create additional venue and activity space.



Goal 2.3

- Ensure public spaces are of high-quality, engaging and active.
 - **Policy 2.3.1:** Incorporate a visual arts component into the planning, construction, or renovation of all city facilities as deemed feasible.
 - **Policy 2.3.2:** Consider the use of natural art and beauty through the preservation of trees, waterways, and other environmental features.





CITY OF BLOOMINGTON

Chapter 3 Environmental

Goal 3.1

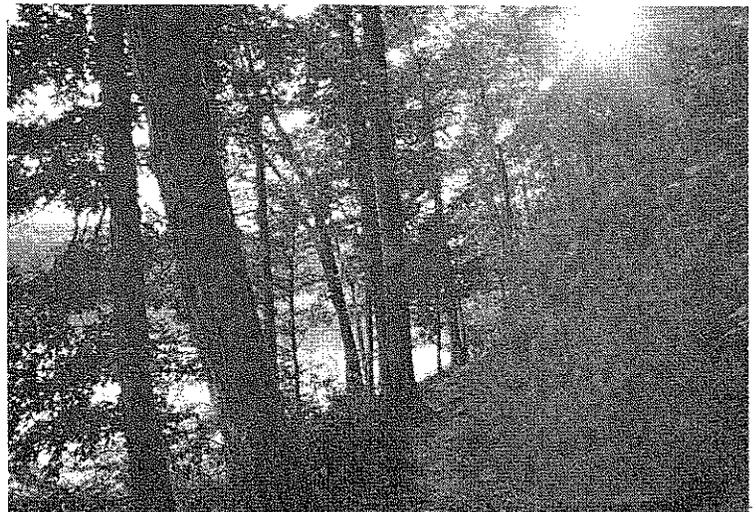
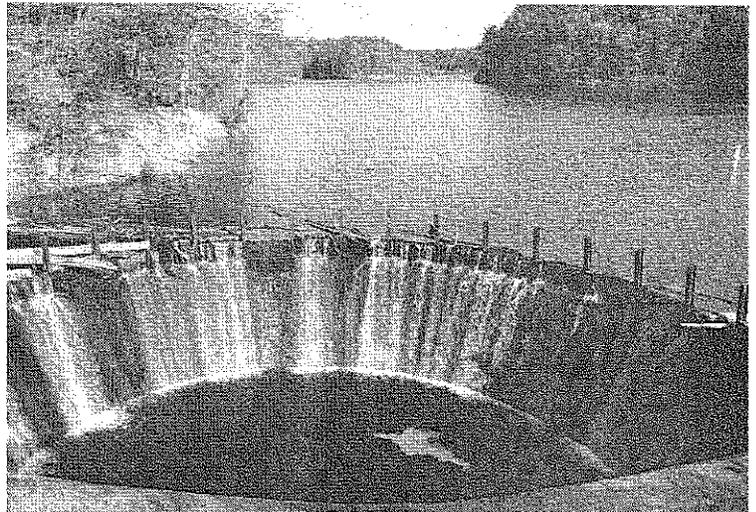
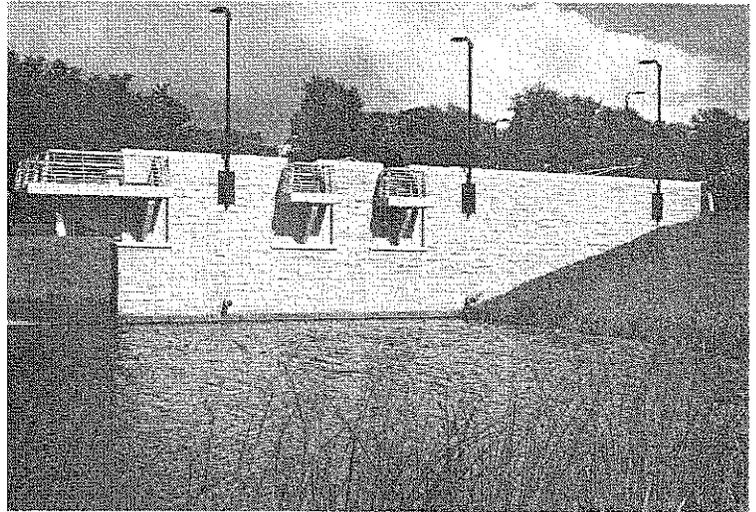
- Preserve open space, natural and urban habitats, and protect ecosystems and natural resources that are the foundations of the environment.
 - **Policy 3.1.1:** Support regional efforts to acquire, develop, operate, and maintain an open space system including land linkages and trail connections.
 - **Policy 3.1.2:** Carefully manage access and use in environmentally sensitive areas to ensure that the habitat and sensitive wildlife is protected.
 - **Policy 3.1.3:** Protect sensitive plant and animal resources from the impacts of development.
 - **Policy 3.1.4:** Pursue opportunities to enhance and expand habitat for endangered and rare species.
 - **Policy 3.1.5:** Support native plant restoration and conservation efforts in and around parks and open spaces to encourage healthy, diverse ecosystems.
 - **Policy 3.1.6:** Provide ongoing education for City staff, homeowners, contractors, and developers regarding landscaping, tree maintenance practices and irrigation practices that protect the urban forest.

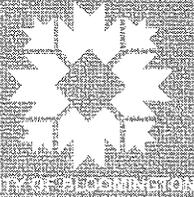
Goal 3.2

- Conserve water resources and protect water quality to support our natural environment, public health and safety, plant and animal life, and the vitality of our diverse urban activities.
 - **Policy 3.2.1:** Reduce pollution in urban runoff from residential, commercial, industrial, municipal, and transportation land uses.
 - **Policy 3.2.2:** Continue to limit the amount of impervious surface in new development or public improvement projects to reduce urban runoff into storm drains, creeks, and other watersheds.
 - **Policy 3.2.3:** Improve storm drainage performance by constructing new system improvements where necessary and replacing undersized or otherwise inadequate lines with larger lines or parallel lines.
 - **Policy 3.2.4:** Promote the inclusion of Low Impact Development (LID) measures such as rainwater harvesting and storm runoff infiltration in private developments and public improvement projects, when feasible, as required by the City's storm water discharge permit.
 - **Policy 3.2.5:** Explore the development of a City Sustainability Plan through Economic and Sustainability Department to address concerns on waste management, air quality, energy consumption, etc.

Goal 3.3

- Protect life, ecosystems and property from natural and man-made hazards.
 - **Policy 3.3.1:** Expand citizen awareness of karst and geologic hazards through public education and preparedness.
 - **Policy 3.3.2:** Minimize exposure to geologic hazards including slope instability, subsidence, and expansive soils.





Chapter 4 Downtown Bloomington

Goal 4.1

- Ensure the redevelopment of downtown does not usurp its historic character and small-town feel.
 - **Policy 4.1.1:** Balance public investments in infrastructure and technology to support a robust economy and to enhance Downtown Bloomington's status as a regional economic and tourist center.
 - **Policy 4.1.2:** Promote the preservation of significant historic buildings to reinforce the scale and character of the Courthouse Square, Kirkwood Avenue, and 'Restaurant Row'.
 - **Policy 4.1.3:** Recognize the significance of innovative, high-quality architecture in supporting community character and urban design.

Goal 4.2

- Encourage attractive, convenient public and private motor vehicle and bicycle parking facilities.
 - **Policy 4.2.1:** Provide sufficient parking in the immediate downtown area to support vibrant economic activity.
 - **Policy 4.2.2:** Encourage and develop incentive-based approaches to beautify existing parking structures.
 - **Policy 4.2.3:** Update the UDO to require the installation of electric vehicle charging stations in new developments.
 - **Policy 4.2.4:** Design vehicle parking areas to reduce stormwater runoff, increase compatibility with street trees, and add visual interest to streets and other public locations. Encourage covered parking in parking lots or structures through the use of tree canopies or photovoltaic panel canopies.

Goal 4.3

- Integrate housing, employment, shopping and entertainment in a compact way that promotes walking, biking, transit, and commerce.
 - **Policy 4.3.1:** Create opportunities for an enhanced retail and restaurant presence within the downtown that caters to multiple demographic levels.
 - **Policy 4.3.2:** Collaborate with Indiana University and Downtown Bloomington, Inc. to integrate planning efforts.





Chapter 5 Housing & Neighborhoods

Goal 5.1

- Guide growth, change, and preservation of residential and business areas through planning policies that sustain their unique character.
 - **Policy 5.1.1:** Preserve the character of neighborhoods by encouraging new or remodeled structures to be compatible with the neighborhood and adjacent structures.
 - **Policy 5.1.2:** Continue to reinforce an open network of streets, sidewalks, and paths connecting each neighborhood to adjacent uses and the city as a whole.
 - **Policy 5.1.3:** Design and arrange new multifamily buildings, including entries and outdoor spaces, so that each unit has a clear relationship to the public street.
 - **Policy 5.1.4:** Encourage alternative types of housing to provide more diverse housing opportunities including expanded development of below market units.
 - **Policy 5.1.5:** Enhance the appearance, safety, and walkability of sidewalks and streets in all neighborhoods through proactive repair and cleaning programs and policies. Employ a variety of landscaping to improve both appearance and safety.

Goal 5.2

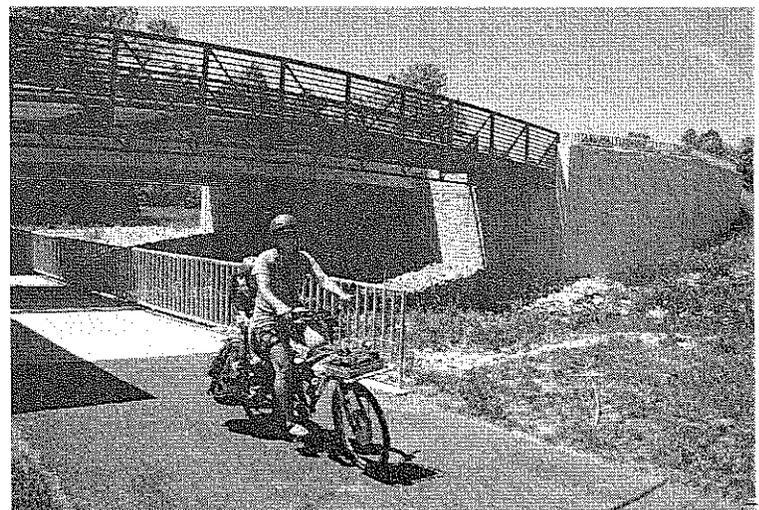
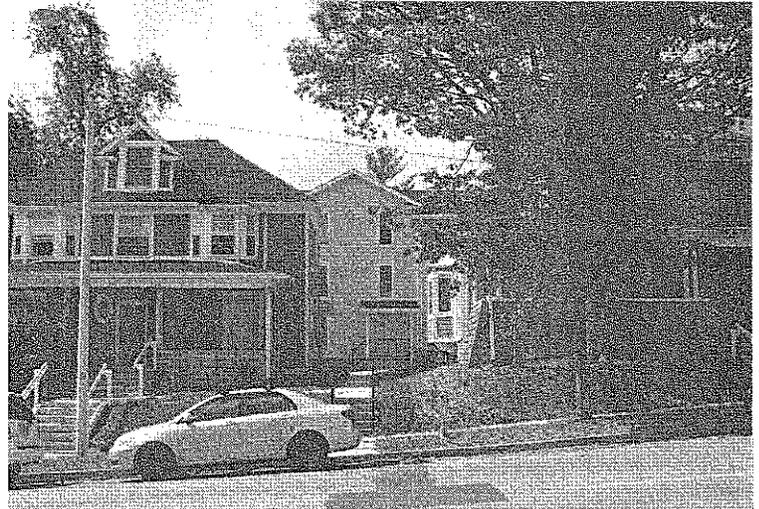
- Help all people have fair and equal access to housing in Bloomington.
 - **Policy 5.2.1:** Promote a diverse and inclusive city through housing programs that serve lower-income households.
 - **Policy 5.2.2:** Expand programs that preserve or produce affordable housing, preferably long term, for lower-income households, and continue to prioritize efforts that address the needs of Bloomington's extremely low-income households.
 - **Policy 5.2.3:** Promote housing affordable to lower-income households in locations that help increase access to education, employment, and social opportunities while supporting a more inclusive city and reducing displacement from Bloomington neighborhoods or from the city as a whole.
 - **Policy 5.2.4:** Identify publicly owned sites suitable for housing and prioritize use of sites, where appropriate, for rent/income restricted housing for lower-income households.

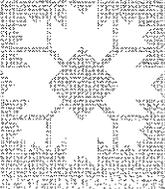
Goal 5.3

- Help meet the current and projected regional housing needs of all economic and demographic groups by increasing Bloomington's housing supply.
 - **Policy 5.3.1:** Encourage opportunities for infill development in or immediately adjacent to the city to bridge the gap for lack of moderate income or 'workforce' affordability.
 - **Policy 5.3.2:** Allow and promote innovative and nontraditional housing design and construction types to accommodate residential growth.
 - **Policy 5.3.3:** Allow and encourage housing for older adults and people with disabilities, including designs that allow for independent living, various degrees of assisted living, and/or skilled nursing care, in or near urban centers and urban villages where there is access to health care and other services and amenities.
 - **Policy 5.3.4:** Consider the cumulative impact of regulation on the ability of housing developers to meet current and future housing demand.

Goal 5.4

- Stabilize neighborhoods by promoting a variety of homeownership and rental housing options, security of housing tenure, and opportunities for community interaction.
 - **Policy 5.4.1:** Promote and maintain homeownership options within neighborhoods.
 - **Policy 5.4.2:** Promote housing opportunities and design that build a sense of community, civic involvement, and neighborhood pride.
 - **Policy 5.4.3:** Promote good relationships between housing developers and their neighbors.
 - **Policy 5.4.4:** Enable people who are elderly to remain in their own neighborhoods as their needs change by supporting shared housing, accessory dwellings, smaller homes, adult foster homes, and other assisted residential living arrangements.





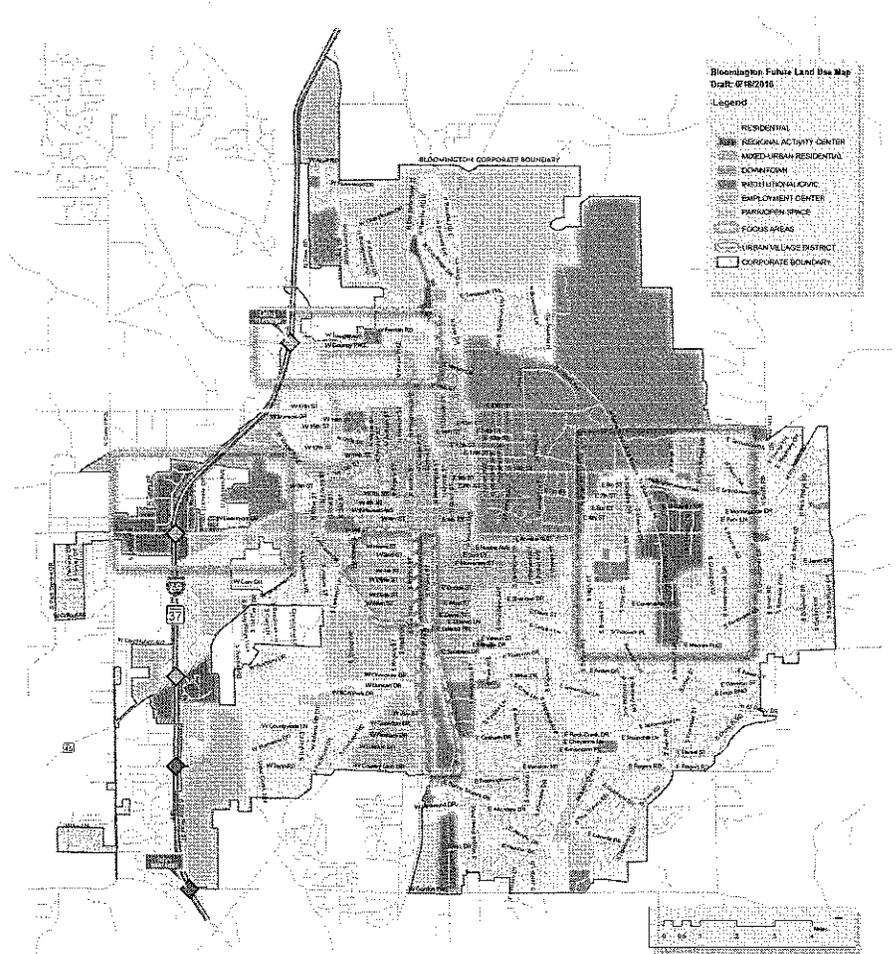
Bloomington Land Use

Goal 6.1

- Urban space is a limited resource; therefore, development needs to be compact and the best use made of land to balance natural resources and community needs.
- **Policy 6.1.1:** Require new development to demonstrate that adequate public services and facilities are planned and will be constructed to accommodate development within the corporate limits.
- **Policy 6.1.2:** Manage redevelopment of vacant and underused properties to promote infill development.

Goal 6.2

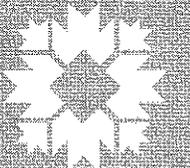
- Plan for streets and public spaces to enrich Bloomington's sense of place and community.
- **Policy 6.2.1:** Invest in the improvement of the City's urban streetscape to support business prosperity, pedestrian usage and the aesthetic quality of its civic spaces.
- **Policy 6.2.2:** Continue to develop Area Plans to emphasize pedestrian-oriented development that creates a strong connectivity between new development and existing neighborhoods.
- **Policy 6.2.3:** Enhance the character and scale of streets, new public plazas, or gardens to create connectivity between new development and its surroundings. Do not allow new developments to interrupt the City's network of streets, sidewalks, bike routes, and paths.
- **Policy 6.2.4:** Promote design and site planning of on-site open space in new development that incorporates green building principles and invites inhabitants of surrounding development to use it.
- **Policy 6.2.5:** Encourage developments to use an efficient parking design and allow the implementation of creative parking solutions including shared parking with adjacent uses to minimize the amount of land devoted to parking, provided that the City's traffic safety, parking, and economic goals are met.
- **Policy 6.2.7:** Strengthen the identity of important natural and urban landmarks, such as public art, that serve as gateways to the city and elsewhere in Bloomington. Ensure that such landmarks and art installations are compatible with the character and identity of the surrounding neighborhoods.
- **Policy 6.2.8:** Design public infrastructure, including paving, signs, and utility structures, to meet high quality urban design standards.
- **Policy 6.2.9:** Preserve and enhance public gathering spaces within walking distance of residential neighborhoods. Ensure that each residential neighborhood has such spaces.
- **Policy 6.2.10:** Encourage small-scale local-serving retail services, such as small cafes, delicatessens, and coffee carts in residential areas and centers of neighborhood activity.
- **Policy 6.2.11:** Encourage new residential, commercial, and mixed-use development around Urban Village



Redevelopment Districts that include bicycle and pedestrian connectivity, neighborhood serving retail, and city services to allow residents and employees to meet daily needs without the use of the private automobile. Encourage such development to maximize allowed densities.

Goal 6.3

- Encourage development in Bloomington to provide public benefits and employment to neighboring cities and counties, while improving land uses, streets, infrastructure and the character of the city.
- **Policy 6.3.1:** Evaluate changes in land use in the context of regional needs, overall city welfare and objectives, as well as the desires of adjacent neighborhoods.
- **Policy 6.3.2:** Participate in regional strategies to address the interaction of jobs, housing balance, and transportation issues.
- **Policy 6.3.3:** Encourage quality employment opportunities for citizens.



CITY OF BLOOMINGTON

Chapter 7 Transportation

Goal 7.1

- Create a sustainable transportation system that emphasizes walking, bicycling, the use of public transportation, and other methods to reduce greenhouse gas emissions and the use of single-occupancy vehicles.
 - **Policy 7.1.1:** Continue to support the adoption and use of technologies that reduce emissions of greenhouse gases and pollutants from passenger and transit vehicles.
 - **Policy 7.1.2:** Make land use decisions that promote infill, redevelopment, and reuse of vacant or underutilized parcels employing minimum density requirements that support walking, bicycling and public transit use.
 - **Policy 7.1.3:** Locate higher density development near transit corridors, employment and retail centers, and near multimodal facilities.
 - **Policy 7.1.4:** Strive to balance economic, environmental, accessibility, and social cost issues in local transportation decisions.
 - **Policy 7.1.5:** Support public transit access to regional destinations, multimodal transit stations and employment centers including those within Bloomington.
 - **Policy 7.1.6:** Continue to encourage the provision of amenities such as seating, lighting, and signage including real-time arrival information, at bus stops to increase rider comfort, safety, and convenience.
 - **Policy 7.1.7:** Prioritize pedestrian access and bicycle use within Bloomington and to surrounding communities.
 - **Policy 7.1.8:** Improve and add attractive, secure bicycle parking at both public and private facilities, including transit stations, City parks, City streets and other public rights of way, in private developments, and at other community destinations.
 - **Policy 7.1.9:** Encourage and require where legally feasible new private developments to dedicate easements and provide improvements for bicycle and pedestrian paths to complete the connectivity in the Bicycle and Pedestrian Transportation & Greenways System Plan.
 - **Policy 7.1.10:** Support the development of bicycle parking and service infrastructure such as bicycle stations and bicycle sharing programs consistent with the Bicycle and Pedestrian Transportation & Greenways System Plan.

Goal 7.2

- Maintain an efficient roadway network for all users.
 - **Policy 7.2.1:** Maintain a hierarchy of streets in Bloomington that meets the roadway typologies of Freeway/Expressway, Arterial (Primary & Accessory), Collector (Primary & Secondary), and Local.
 - **Policy 7.2.2:** When constructing or modifying roadways, consider, plan, design and construct the roadway space for the use of all users, including motor vehicles, transit vehicles, freight, emergency responders, bicyclists, and pedestrians and formally adopt a city-wide Complete Streets Policy.
 - **Policy 7.2.3:** Avoid major increases in street capacity unless necessary to remedy severe traffic congestion or critical neighborhood traffic problems. Where capacity is increased, balance the needs of motor vehicles with those of pedestrians and bicyclists.

Goal 7.3

- Protect neighborhood streets that support residential character and provide a range of local transportation options.
 - **Policy 7.3.1:** Implement traffic calming measures to manage traffic on residential streets and prioritize traffic calming measures over congestion management.
 - **Policy 7.3.2:** Balance vehicular circulation needs with the goal of creating walkable and bike friendly neighborhoods.
 - **Policy 7.3.3:** Continue to improve connectivity between existing neighborhoods, existing and proposed trails, and destinations such as commercial areas and schools with improved pedestrian facilities such as sidewalks, multi-use facilities, and connector paths.

Goal 7.4

- Provide a high level of safety for motorists, pedestrians, and bicyclists on Bloomington streets consistent with Vision Zero strategies.
 - **Policy 7.4.1:** Continue to make safety and accessibility the top priority of citywide transportation planning.

