

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
February 4, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 22, 2019
- III. EXAMINATION OF CLAIMS** –January 25, 2019 for \$2,438,680.80
- IV. EXAMINATION OF PAYROLL REGISTERS**–January18, 2019 for \$30,753.39
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**

PUBLIC HEARING

- A. Resolution 19-09: Approval of CDBG Allocation Recommendations

END OF PUBLIC HEARING

- B. Resolution 19-10: Approval of Funding for Purchase of Garbage and Recycling Receptacles
 - C. Resolution 19-11: Second Extension of Right of Entry to Pedcor Investments for Access to 621 North Rogers Street
 - D. Resolution 19-12: Amendment to Design Contract for West 17th Street Reconstruction
 - E. Resolution 19-13: Construction Inspection Contract for West 17th Street Reconstruction
 - F. Resolution 19-14:Construction Contract for West 17th Street Reconstruction
 - G. Resolution 19-15: Lighting Contract for West 17th Street Reconstruction
 - H. Resolution 19-16: Construction Contract for 2nd Street/Bloomfield Road Multimodal Safety Improvements
- VII. BUSINESS/GENERAL DISCUSSION**
 - IX. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, January 22, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, David Walter, and Mary Alice Rickert

Commissioners Absent: Eric Sandweiss

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development; Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department

II. READING OF THE MINUTES –Sue Sgambelluri moved to approve the January 7, 2019, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim register for January 11, 2019, for \$30,497.34. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Mary Alice Rickert moved to approve the payroll register for January 4, 2019, for \$29,669.22. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader informed the commission that the Citizens Advisory Committee recommendations will be on the agenda for the next RDC meeting.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Jeff Underwood was not available.

D. CTP Update. At the last RDC meeting Alex Crowley talked about having two potential master developers for the hospital site give presentations to the RDC. Crowley said instead of having presentations, staff will take input from the advisory committee and come to the RDC with a staff recommendation.

Griffin, who had watched both presentations, felt it would be beneficial for the commission to hear both presentations. Sgambelluri said she believes she can make a better decision when it comes time to vote if she has had time to hear the presentations and ask questions in person.

Walter said he would be satisfied with written documentation from both sides that includes background information, qualifications, references, and previous projects. Crowley stated that information exists and can be made available.

Crowley stated he will reconsider the presentations and report back to the commission.

VI. NEW BUSINESS

A. Resolution 19-07: Approval of Project Review and Approval Form Regarding Procurement and Installation of New Garbage and Recycling Receptacles Downtown. Larry Allen stated the City previously installed solar trash and recycling compactors downtown. He said ever since they were installed they have required constant repairs. The new receptacles would essentially beautify the downtown, make uniformed trash and recycling receptacles, and will not have mechanical and motorized pieces that are subject to breaking down.

Sue Sgambelluri asked if this project is an acceptable use of TIF funds. Allen said yes, this is an acceptable use of TIF funds as the receptacles are public improvements and will be fixtures of the downtown.

David moved to approve Resolution 19-07. Sue Sgambelluri seconded the motion. The board unanimously approved.

B. Resolution 19-08: Addendum to the Contract Regarding Parking Lot Management at the Convention Center. Allen stated as part of a negotiated agreement with Monroe County and the Convention Center Management Company to accommodate displaced parkers while the Fourth Street Garage is closed for repairs, the City has agreed to amend the agreement to offset the lease payments made by the Convention Center Management Company for lost parking spaces during 2019.

David Walter moved to approve Resolution 19-08. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

19-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington, Indiana, is eligible for Community Development Block Grant (CDBG) funds in the approximate amount of \$800,000 of grant funds for Fiscal Year 2019, and

WHEREAS, 15% of the grant can be used for social services, 20% for administration and 65% for physical improvements which allocations are as follows:

\$520,000 for Physical Improvements
\$120,000 for Social Services
\$160,000 for the Administration of the program; and

WHEREAS, the advice and input of the community as to the allocation of the Community Development Block Grant funds has been solicited and received through the efforts of the Citizens' Advisory Committee; and

WHEREAS, the Citizens' Advisory Committee has also made recommendations on how to distribute any funds received that are over or less than the estimated amount since the final allocation amount as not been received; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Citizens' Advisory Committee for allocation of funds anticipated to be received;

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

The Bloomington Redevelopment Commission hereby approves:

- 1) The Citizens' Advisory Committee's recommendations of the programs (attached hereto and made a part herein as Exhibit A and Exhibit B) that will best serve the local and national objectives of the program;

- 2) If the received allocation is more or less than expected, the adjustment will be made to all of the approved social service programs and the approved physical improvement programs in accordance with the recommendations of the Citizens' Advisory Committees as outlined in Exhibit A and Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

PHYSICAL IMPROVEMENT RECOMMENDATIONS

	<u>2019 Request</u>	<u>CAC</u> <u>Recommendation</u>
<u>HOUSING ASSISTANCE</u>		
COB – HAND - Owner Occupied Rehabilitation	<u>\$77,000.00</u>	<u>\$77,000.00</u>
<i>SUBTOTAL</i>	\$77,000.00	\$77,000.00
<u>FACILITY IMPROVEMENTS</u>		
Mother Hubbard’s Cupboard – Facility Improvements	\$117,275.00	\$70,000.00
Middle Way House - Remove and replace existing fire alarm control panel and smoke detection system at 401 South Washington St	\$20,000.00	\$20,000.00
LifeDesigns – Highland Group Home Renovation	\$45,000.00	\$25,000.00
LifeDesigns – Crawford Apt II Access Control, Safety & Security	\$12,400.00	\$12,400.00
Centerstone – Roof remove and replace at 121 N. Hopewell St	\$20,000.00	\$20,000.00
Centerstone – Accessible entrance ramp at 635 S. Rogers St	<u>\$45,000.00</u>	<u>\$45,000.00</u>
<i>SUBTOTAL</i>	\$259,675.00	\$192,400.00
<u>PUBLIC INFRASTRUCTURE PROJECTS</u>		
Habitat for Humanity – Subdivision Infrastructure Improvements	\$225,000.00	\$65,257.00
COB: Planning and Transportation – Adams-Kirkwood-3rd Pedestrian Improvements	\$175,436.00	\$35,343.00
Bloomington Housing Authority – Accessible Infrastructure Improvements	<u>\$150,000.00</u>	<u>\$150,000.00</u>
<i>SUBTOTAL</i>	\$ 550,436.00	\$250,600.00
TOTAL REQUESTED /ALL FUNDED PROJECTS:	\$887,111.00	\$520,000.00
TOTAL AMOUNT ALLOCATED		\$520,000.00

If funding exceeds \$520,000 then additional funds will be evenly divided between Mother Hubbard’s Cupboard, LIFE Designs’ Highland Group Home Renovation, Habitat for Humanity and Planning and Transportation Department. If funds are under \$520,000 then all projects will be reduced by the same percentage with the exception of Middle Way House fire alarm system, LIFE Designs’ Crawford II security system and Centerstone’s Roof project.

Exhibit B

SOCIAL SERVICE RECOMMENDATIONS

	<u>2018 Request</u>	<u>CAC Recommendations</u>
<u>EMERGENCY NEEDS</u>		
Community Kitchen	\$25,000.00	\$25,000.00
Mother Hubbard's Cupboard	\$25,000.00	\$25,000.00
Hoosier Hills Food Bank	\$25,000.00	\$25,000.00
Middle Way House Emergency Services	\$25,000.00	\$ 0.00
<i>SUBTOTAL</i>	\$100,000.00	\$75,000.00
<u>NON-EMERGENCY NEEDS</u>		
Boys & Girls Clubs of Bloomington	\$25,000.00	\$25,000.00
Monroe County United Ministries	\$25,000.00	\$20,000.00
South Central Indiana Housing Opportunities	\$25,000.00	\$ 0.00
<i>SUBTOTAL</i>	\$75,000.00	\$45,000.00
TOTAL REQUESTED ALL FUNDED AGENCIES	\$175,00.00	
TOTAL AMOUNT OF FUNDS AVAILABLE		\$120,000.00
TOTAL AMOUNT ALLOCATED		\$120,000.00

If the 2019 funding level is greater than \$120,000 then overage funds will be distributed to Monroe County United Ministries up to \$25,000.

If the 2019 funding level is less than 120,000 then funds will be distributed as follows: Funding will be reduced by an equal amount between all five funded agencies. For example, if there is a \$5,000 decrease then each of the five funded agencies would have their funded amount reduced by \$1,000.

19-10
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR PROCUREMENT AND INSTALLATION OF GARBAGE
AND RECYCLING RECEPTACLES DOWNTOWN**

- WHEREAS,** pursuant to Indiana Code 36-7-14, 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; 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,** in Resolution 19-07, the RDC approved a Project Review and Approval Form brought by the City to procure new receptacles to collect garbage and recycling that would become fixtures of the downtown; and
- WHEREAS,** a copy of the Form is attached to this Resolution as **Exhibit A**; and
- WHEREAS,** pursuant to the City’s procurement policies, Staff has identified Streetscape Product Ltd. and Victor Stanley Incorporated as the best provider of these fixtures; and
- WHEREAS,** a quotation is attached as **Exhibit B** for a total of \$33,070.20 to purchase and ship the new receptacles.

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

1. The RDC finds the above described expenditures to be an appropriate use of TIF, and that the above described Project is a public improvement, which will enhance the development and economic development of the Consolidated TIF.

2. The RDC authorizes an expenditure of up to \$33,070.20 from the Consolidated TIF, pursuant to a purchase order for the purchase of the products described in Exhibit B. The purchase order does not remove the requirement to comply with the City and the RDC's claims process. Unless extended by the RDC, the authorization contained in this paragraph shall expire on March 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

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: Downtown Trash and Recycling Receptacle Replacement

Project Manager(s): Adam Wason, Rhea Carter

Project Description: This project will replace the aging trash and recycling receptacles throughout the commercial district of the downtown with brand new and improved steel trash and recycling receptacles that will beautify and improve the downtown.

Project Timeline: **Start Date:** 2/5/19
 End Date: 5/1/19

Financial Information:

Estimated full cost of project:	\$ 33,070.20
Sources of funds:	Consolidated TIF

TIF District: Consolidated TIF [Downtown TIF]

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

Victor Stanley Inc.
P.O. Drawer 330
Dunkirk, MD 20754
Ph 301-855-8300



Jeff Miller 866-662-9944
Jeff@Streetscapeltd.com

Quotation

DATE	Quote NO.
5/22/2018	43226

Billing Address
City of Bloomington 3406 S. Walnut Bloomington, IN 47401 Rhea Carter 812-349-3457 Fax 812-349-3862

Shipping Address
Same

P.O. NO.	TERMS	DATE	REP	FOB	Project Name		
Quote	Net 30	5/22/2018	JM	Factory	City		
ITEM	DESCRIPTION				QTY	Unit Price	TOTAL
SD-242	Victor Stanley "Ironsites" Recycle Station W/2 Side Door Openings. Standard Decal Package, 2 Lids, 2 Black Plastic Liners, Band Decals. Weight 498 Lbs Each. Color Green.				16	1,991.20	31,859.20
Freight	Estimated Freight					1,211.00	1,211.00

Note: Quotations are for estimating purposes only and are subject to factory verification and confirmation. If shipping common carrier, customer is responsible for unloading. Victor Stanley Inc. manufactures all products to order and reserves the right to charge a 20% cancellation fee if order is canceled once in production.

TOTAL	\$33,070.20
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SIGNATURE

19-11
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

SECOND EXTENSION OF RIGHT OF ENTRY TO PEDCOR INVESTMENTS
FOR ACCESS 621 N. ROGERS STREET

WHEREAS, the Redevelopment Commission of the City of Bloomington owns property at 621 North Rogers Street, which is south of West 11th Street, east of Bender Lumber, and north of the B-Line Trail (the “Property”); and

WHEREAS, on June 4, 2018, the RDC approved Resolution 18-38, approving a Right of Entry Agreement with Pedcor Investments-2015-CXLIX, L.P. (“Pedcor Investments”) to temporarily relocate its construction trailer onto the Property; and

WHEREAS, the Right of Entry Agreement was set to terminate four months after the date of its execution unless the parties agreed to an extension in writing; and

WHEREAS, the RDC approved an extension of the right of entry until February of 2019 in Resolution 18-56; and

WHEREAS, Pedcor Investments has requested a second extension of the term of that Right of Entry Agreement, and City Staff and Pedcor Investments believe it is in the best interest of the project to extend the term of the Right of Entry Agreement until July 1, 2019; and

WHEREAS, the Second Addendum to the Right of Entry Agreement is attached to this Resolution as Exhibit A, whereby the RDC will allow Pedcor Investments to keep its construction trailer on the Property until July 1, 2019.

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

1. The Addendum to the Agreement for Right of Entry Agreement in Exhibit A is approved.
2. Donald Griffin is authorized to sign an agreed upon final Agreement for Right of Entry on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**Redevelopment Commission Resolution 19-11
Exhibit A**

**SECOND ADDENDUM TO RIGHT OF ENTRY AGREEMENT BETWEEN CITY OF
BLOOMINGTON REDEVELOPMENT COMMISSION AND PEDCOR INVESTMENTS**

This Addendum supplements the Right of Entry Agreement (“Agreement”) between City of Bloomington Redevelopment Commission (the “Commission”) and Pedcor Investments-2015-CXLIX, L.P. (“Pedcor Investments”) that was executed on June 18, 2018, as follows:

1. Term: Article 2 of the Agreement states: “This Right of Entry shall terminate upon the earlier of four (4) months from the date of execution of this agreement or October 31, 2018, unless otherwise agreed to in writing by the parties.” In September of 2018, the Commission approved and executed a first addendum to extend the right of entry until February of 2019.
2. The Commission and Pedcor Investments believe it is in the best interest of the project to extend the term of the right of entry until July 1, 2019.
3. This Addendum shall be effective as of February 1, 2019.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

BLOOMINGTON REDEVELOPMENT COMMISSION PEDCOR INVESTMENTS-2015-CXLIX, L.P.

Donald Griffin, President

Printed Name: _____

Date: February _____, 2019

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Donald Griffin, who executed the above and foregoing instrument as his/her/their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 2019.

Notary Public

Name Printed: _____

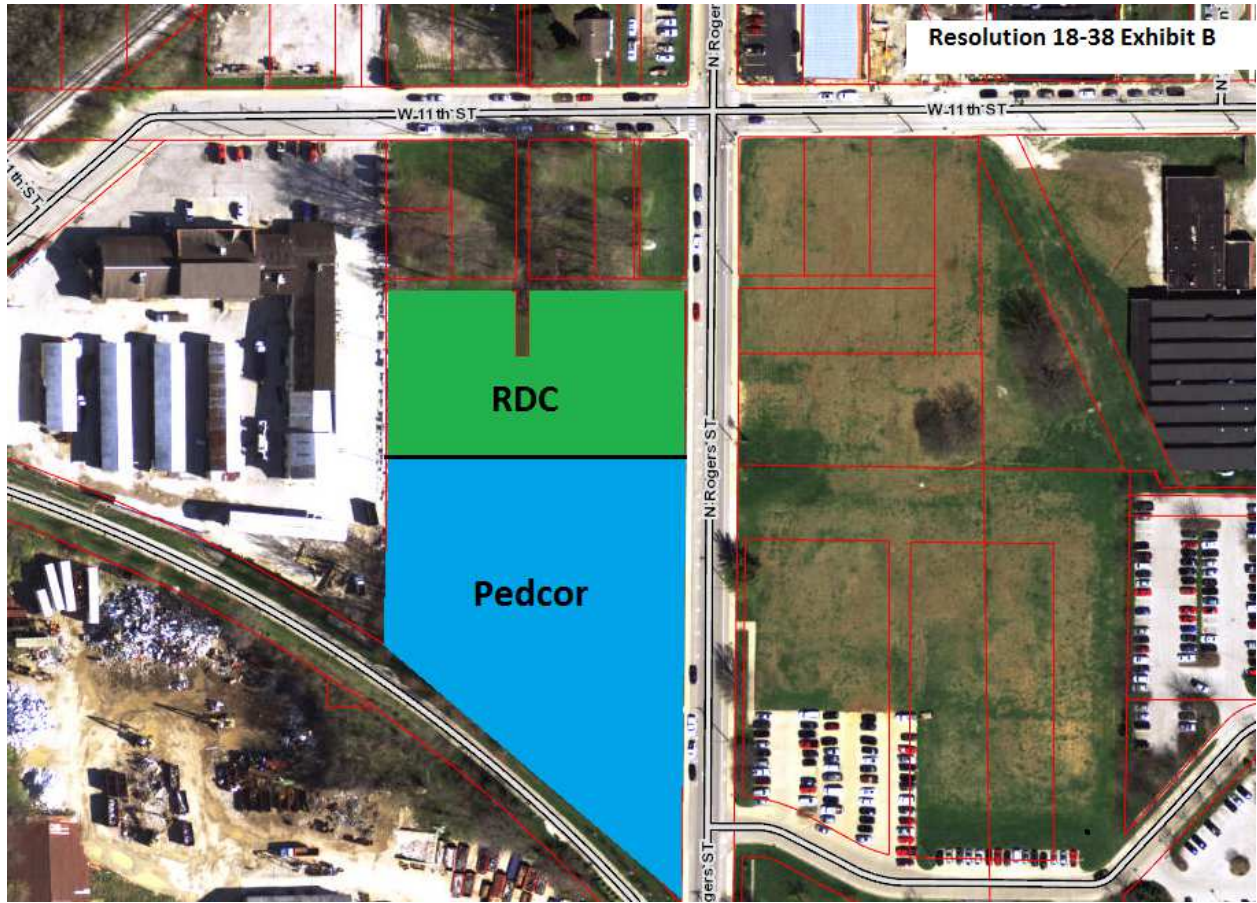
Residing in _____ County

Notary Identification Number: _____

My Commission Expires: _____

Redevelopment Commission Resolution 19-11
Exhibit A

EXHIBIT A
(Property Subject to Right of Entry)



**19-12
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM FOR DESIGN OF WEST 17TH STREET (MAPLE TO
MADISON) RECONSTRUCTION PROJECT**

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 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and

WHEREAS, Step 1 of the Project was identified as “Preliminary Engineering & Right-of-Way Professional Services,” and the RDC approved a contract with Aztec Engineering Group, Inc. (“Aztec”) for \$705,053 for the Preliminary Engineering & Right of Way Professional Services for the Project as the best response in Resolution 17-10; and

WHEREAS, the City entered into a First Addendum to the Agreement, which reduced the overall cost of Step 1 of the project to \$704,913; and

WHEREAS, the City believes it is in the best interest of the project to execute a Second Addendum to the Agreement with Aztec for additional services (“Services”); and

WHEREAS, Staff has negotiated an addendum to the Agreement with Aztec that is attached to this Resolution as Exhibit A (“Addendum”); and

WHEREAS, the total cost for the additional Services will be \$40,190, for an overall Step 1 cost of \$745,103.00; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Seven Hundred Forty-Five Thousand One Hundred Three Dollars (\$745,103.00) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the addendum to the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST: _____
Mary Alice Rickert, Secretary

Date

REDEVELOPMENT COMMISSION

RESOLUTION 19-12

EXHIBIT A

ADDENDUM #2 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. (“Consultant”)

This Addendum #2 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the 17th Street Reconstruction and Multiuse Path project entered on January 24, 2017, as follows:

1. Scope of Services: Article 4 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “Additional assignments or additional services not set forth in Exhibit A...must be authorized in writing by the Board...” *The scope of services specifies that AZTEC provides stamped plans for construction and other bid specifications and unique special provisions for design elements not addressed in the City’s boilerplate construction contract.* The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit H, which is attached to this Addendum and incorporated herein.
2. Contract Addendum #1, approved by the Board of Public Works on August 21, 2018, states the following in Exhibit G, Part C: “This Project Management and Administration amendment does not include AZTEC staff time for bid support services such as attending pre-bid meetings, responses to contractor questions, bid advertising, bid evaluations/recommendations, or construction phase (post-design) services. These services, if desired by the City, would necessitate a future contract amendment.” The 17th Street Project was advertised for public bid on January 6, 2019, and again on January 13, 2019, and AZTEC supported City staff until bids were opened on February 1, 2019.
3. Compensation: The Additional Services are in the amount not to exceed Forty Thousand One-Hundred Ninety Dollars (\$40,190.00) as specified in Exhibit H. The Additional Services will increase the cost of the Project beyond the contract amount of \$704,913.00 to a revised amount not to exceed \$745,103.000.
4. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit G contains an updated schedule based on project progress to date. The Additional Services contained in this Addendum are not listed among the schedule tasks and will not impact the schedule.
5. In all other respects, the Agreement and Addendum #1 shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

CONSULTANT

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Adrian Reid, P.E.
Associate Vice President, AZTEC

Date: _____

Date: _____

By: _____
Terri Porter, Director
Dept. of Planning and Transportation

Date: _____

By: _____
Phillipa M. Guthrie, Corporation Counsel

Date: _____

Exhibit H
Additional Services

A. *Bid Support Services*

Exhibit G, Part C in Contract Addendum #1 states the following:

This Project Management and Administration amendment does not include AZTEC staff time for bid support services such as attending pre-bid meetings, responses to contractor questions, bid advertising, bid evaluations/recommendations, or construction phase (post-design) services. These services, if desired by the City, would necessitate a future contract amendment.

Bid Support Services for 17th Street Reconstruction occurred between a bid coordination meeting on December 17, 2018 and the bid opening on February 1, 2019. A Pre-bid meeting also occurred on January 22, 2019. Bid Support Service tasks include:

1. Address questions from bidders and changes to the bid documents as directed by the City staff for public bidding through the City of Bloomington.
2. One meeting with the City on Dec. 17, 2018, to coordinate on the bidding process and requisite documents, and a Pre-Bid Meeting on January 22, 2019, to discuss the project and answer questions from potential bidders.
3. Two (2) addenda to the bid with revisions to plans, specifications, and quantities. Addendum #1 was issued on January 25, 2019, and Addendum #2 was issued on January 29, 2019.

Bid Support Services are estimated as a Lump Sum item and based on actual hours for AZTEC's services logged between December 17, 2018, and January 29, 2019, including those tasks directly related to bid support for the City. The list of hours are included as an attachment for Addendum #2.

B. *Additional services for Post-Design Services*

As requested by City Planning and Transportation, AZTEC will support the 17th Street Reconstruction and Multiuse Path project with Post-Design Services during construction. These services include the following tasks:

1. Responses to Requests for Information (RFIs) from the contractor, inspection firm, or City as a result of field conditions or questions regarding interpretation/intent of the design. Early in construction, more RFIs are anticipated as the contract acclimates to the site.
2. Attending construction progress meetings as the project necessitates. The estimate includes nine (9) meetings, or approximately 25% of the total number of meetings if they are held biweekly over a nine month period.
3. Field visits to monitor construction activities informally, or as requested by City staff, to ensure that significant design components such as the retaining walls, water line relocation, roadway profile modifications, etc. meet the intent of the design. While at the site, our staff will also discuss the project with the City's inspection staff to see if there are any design questions.
4. Design changes to stamped plans. AZTEC has included hours for design changes if the need arises. Design changes requiring plan revisions will be conducted at the request of the City. Changes will be clouded and marked as revised plans sheets. The estimate attached to this exhibit assumes that no new plan sheets will be created.

Post-Design Service fees are estimated in a “Cost-Plus-Not-To-Exceed” format. AZTEC will conduct Post-Design tasks at the request of the City of Bloomington. Most requests will be completed such that construction progress is not impeded. If the City requests significant design changes to plans, AZTEC and the City will agree to a schedule of completion on task-by-task basis.

C. *Schedule Update*

There are no schedule updates related to Addendum #2. All construction milestones are established by the Contractor and the City of Bloomington.

Exhibit H, Part D

INDEX

- D.1. Summary of Estimated Design Cost for Contract Addendum #2
- D.2. Bid Support Services – December/January Log
- D.3. Original Contract Fee Estimate including Addendum #01
- D.4. Addendum #2 Summary of Overall Contract Changes

D.1. Summary of Estimated Design Cost for Contract Addendum #2

D.1. SUMMARY OF ESTIMATED DESIGN COST for CONTRACT ADDENDUM #02

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: January 29, 2019
 Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street - Contract Addendum #02

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	34	\$ 180.00	\$ 6,120
Senior Project Engineer	115	\$ 150.00	\$ 17,250
Project Engineer	0	\$ 130.00	\$ -
Engineer/Designer	80	\$ 100.00	\$ 8,000
Technician/Drafter	98	\$ 90.00	\$ 8,820
Project Assistant/Admin.	0	\$ 60.00	\$ -
Totals	327		\$ 40,190

Total Estimated Labor - AZTEC \$ 40,190

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ -
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ -
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ -
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ -

Total Direct Expenses - AZTEC \$ -

13. Bid Support Services Estimate Project Fee - AZTEC (Lump Sum) \$ 22,890

14. Post-Design Services Project Fee - AZTEC (Cost Plus to Max.) \$ 17,300

Addendum #2 Total Estimated Project Fee - AZTEC (Lump Sum + Cost Plus) \$ 40,190

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey
 Earth Exploration - Geotechnical Investigation
 CBBEL - Utility Coordination

Subconsultant Sub-total (Lump Sum) \$ -

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services
 Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)
 Monroe Owen - Appraisals (Assume 20 @ \$3000)
 First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)
 Utility Pot-holing (Assume 40 @ \$1000)

Subconsultant Sub-total (Cost-Plus to Max) \$ -

Total Estimated Contract Value \$ 40,190


 Adrian Reid, P.E., Associate Vice President

1/29/2019
 DATE

TEAM AZTEC
17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR ADDENDUM #2

13. BID SUPPORT SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Additional bid services (more time): address changes/City preferences to bid documents				78	8	30			40	
Addendum #1 - Revise plans, specs, estimate, formal responses to bidder questions				67	6	29			32	
Addendum #2 - Revise plans, specs, estimate, formal responses to bidder questions				26	8	12			6	
Bid tabs, assistance with evaluation of bids at City request				8	2	6				
Subtotal Bid Support Services				179	24	77	0	0	78	0

14. POST-DESIGN SERVICES (COST PLUS TO MAX)										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
RFIs (1st 3 mos. @ 8 RFI/mo. @ 2 hrs/RFI + 6 mos. @ 2 RFI/mo. @ 2 hrs./RFI)				72	8	16		48		
Attend construction progress meetings (1 person @ 2 hrs/mtg @ 9 mtgs)				18	2	4		12		
Field visits for design implementation (1 person @ 2 hrs/visit @ 5 visits)				10		10				
Design Changes at City request				48		8		20	20	
Subtotal Bid Support Services				148	10	38	0	80	20	0

SUMMARY OF HOURS										
TOTALS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
				327	34	115	0	80	98	0

327

D.2. Bid Support Services – December/January Log

Project Detail

Tuesday, January 29, 2019

1:28:00 PM

AZTEC Engineering Group, Inc.

Transactions for 12/17/2018 through 1/29/2019

Estimate Overhead

Show Unposted

Project Number: 01NMUN1601 17th Street Reconstruction and Multi-Use

Principal:	Mark Chase	% Complete:	Direct Labor:	478,948.74
Project Manager:	Adrian Reid	Labor % Complete:	Direct Expense:	
Client:	City of Bloomington	Expense % Complete:	Direct Consultant:	
Organization:	IN:MRD	Start Date:	Reimbursable Expense:	5,484.78
Status:	Active	Complete Date:	Reimbursable Consultant:	220,479.48
Type:	Regular		Total Fee:	704,913.00

Labor

000 General

B	292 Myers, Mike	12/20/2018	2.00	2.00	128.56	128.56	316.72	366.40
u	643 Colecchia, Mario	1/28/2019	1.00	1.00	57.26	57.26	141.05	163.19
B	643 Colecchia, Mario	12/21/2018	.50	.50	28.63	28.63	70.53	81.60
B	643 Colecchia, Mario	1/8/2019	.50	.50	28.63	28.63	70.53	81.60
Total for 643			2.00	2.00	114.52	114.52	282.11	326.38
B	657 Lohide, Steve	1/22/2019	1.00	1.00	59.84	59.84	147.41	170.54
B	672 Perillo, Jules	12/24/2018	2.00	2.00	65.00	65.00	160.12	185.25
plan numbering and plotting for signed seal								
B	672 Perillo, Jules	12/27/2018	1.00	1.00	32.50	32.50	80.06	92.63
redlines and reprints for submittal								
B	672 Perillo, Jules	1/22/2019	4.00	4.00	130.00	130.00	320.24	370.50
revision 1 sheets								
Total for 672			7.00	7.00	227.50	227.50	560.42	648.38
u	704 Reid, Adrian	1/25/2019	4.00	4.00	257.52	257.52	634.40	733.93
Contractor questions; coordinate with City on Addendum #2; contact CBU and schedule meeting for Monday to finalize review comments;								
u	704 Reid, Adrian	1/28/2019	4.00	4.00	257.52	257.52	634.40	733.93
Meeting with CBU to finalize comments & bidder questions; review Addendum #2								
B	704 Reid, Adrian	12/17/2018	2.00	2.00	128.76	128.76	317.20	366.97
17th St. Status update meeting; agenda; minutes								
B	704 Reid, Adrian	12/18/2018	2.00	2.00	128.76	128.76	317.20	366.97
meeting minutes; SWPPP coordination								
B	704 Reid, Adrian	12/31/2018	2.00	2.00	128.76	128.76	317.20	366.97
Review SWPPP, CBU Comments								
B	704 Reid, Adrian	1/2/2019	1.00	1.00	64.38	64.38	158.60	183.48
assist with bid docs								
B	704 Reid, Adrian	1/3/2019	2.00	2.00	128.76	128.76	317.20	366.97
assist with bidding docs; Glick parcel - information to buyer								

Project Detail		Transactions for 12/17/2018 through 1/29/2019					Tuesday, January 29, 2019 1:28:00 PM	
Estimate Overhead		Regular	Total	Total	Regular	Total	Billing	2.85*DL
Show Unposted		Hours	Ovt Hrs	Hours	Amount	Amount		Field
B	704 Reid, Adrian 1/4/2019	1.00		1.00	64.38	64.38	158.60	183.48
	CBU comment responses							
B	704 Reid, Adrian 1/7/2019	2.00		2.00	128.76	128.76	317.20	366.97
	San. sewer easement on Glick parcel; respond to City requests for bid info							
B	704 Reid, Adrian 1/8/2019	2.00		2.00	128.76	128.76	317.20	366.97
	san. sewer easement; finalize CBU responses; take plans to a printer;							
B	704 Reid, Adrian 1/11/2019	1.00		1.00	64.38	64.38	158.60	183.48
	Coord. with buyer on Glick parcel							
B	704 Reid, Adrian 1/16/2019	2.00		2.00	128.76	128.76	317.20	366.97
	SWPPP; MOT discussion with City, B'ton Transit;							
B	704 Reid, Adrian 1/18/2019	2.00		2.00	128.76	128.76	317.20	366.97
	questions from contractors							
B	704 Reid, Adrian 1/22/2019	2.00		2.00	128.76	128.76	317.20	366.97
	PM - prep for pre-bid							
	Total for 704	29.00		29.00	1,867.02	1,867.02	4,599.40	5,321.01
u	740 Faris, Brad 1/25/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Begin Addendum No. 2 document based upon question submitted by potential bidders.							
u	740 Faris, Brad 1/28/2019	4.00		4.00	236.68	236.68	583.04	674.54
	Meet with CBU and finalize Addendum No. 2.							
B	740 Faris, Brad 12/17/2018	1.50		1.50	88.76	88.76	218.64	252.97
	Meeting with City of Bloomington to establish bidding schedule							
B	740 Faris, Brad 12/18/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Develop lighting plans and address CBU comments							
B	740 Faris, Brad 12/19/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Add Fiber Optic labels and notes to plans.							
B	740 Faris, Brad 12/20/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Add Lighting Information to plans.							
B	740 Faris, Brad 12/21/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Prepare Final Plans and Bid Documents							
B	740 Faris, Brad 12/27/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize plans and special provisions.							
B	740 Faris, Brad 12/28/2018	5.00		5.00	295.85	295.85	728.80	843.17
	Finalize Plans and Specifications							
B	740 Faris, Brad 12/31/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.							
B	740 Faris, Brad 1/2/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.							
B	740 Faris, Brad 1/3/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.							
B	740 Faris, Brad 1/8/2019	4.00		4.00	236.68	236.68	583.04	674.54
	Legal description and mark-up of exhibit for Permanent Sanitary Sewer Easement.							

Project Detail			Transactions for 12/17/2018 through 1/29/2019				Tuesday, January 29, 2019 1:28:00 PM		
<i>Estimate Overhead</i>			Regular	Total	Total	Regular	Total	Billing	2.85*DL
<i>Show Unposted</i>			Hours	Ovt Hrs	Hours	Amount	Amount		Field
B	740	Faris, Brad 1/21/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Respond to Contractor Questions and prepare Addendum.							
B	740	Faris, Brad 1/22/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Respond to Contractor Questions and Prepare Addendum. Attend Pre-Bid Meeting.							
B	740	Faris, Brad 1/23/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Prepare Addendum							
B	740	Faris, Brad 1/24/2019	5.00		5.00	295.85	295.85	728.80	843.17
		Finalize addendum							
Total for 740			115.50		115.50	6,834.14	6,834.14	16,835.28	19,477.30
u	856	Dierkes, Patrick 1/25/2019	2.00		2.00	70.00	70.00	172.44	199.50
u	856	Dierkes, Patrick 1/28/2019	3.00		3.00	105.00	105.00	258.66	299.25
u	856	Dierkes, Patrick 1/29/2019	1.50		1.50	52.50	52.50	129.33	149.63
B	856	Dierkes, Patrick 12/17/2018	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 12/18/2018	8.00		8.00	280.00	280.00	689.76	798.00
B	856	Dierkes, Patrick 12/19/2018	6.50		6.50	227.50	227.50	560.43	648.38
B	856	Dierkes, Patrick 12/20/2018	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 12/21/2018	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 12/27/2018	6.00		6.00	210.00	210.00	517.32	598.50
B	856	Dierkes, Patrick 12/28/2018	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/2/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/3/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/7/2019	6.00		6.00	210.00	210.00	517.32	598.50
B	856	Dierkes, Patrick 1/8/2019	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/9/2019	3.00		3.00	105.00	105.00	258.66	299.25
B	856	Dierkes, Patrick 1/14/2019	2.00		2.00	70.00	70.00	172.44	199.50
B	856	Dierkes, Patrick 1/15/2019	2.00		2.00	70.00	70.00	172.44	199.50
B	856	Dierkes, Patrick 1/18/2019	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/21/2019	6.50		6.50	227.50	227.50	560.43	648.38
B	856	Dierkes, Patrick 1/22/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/23/2019	6.50		6.50	227.50	227.50	560.43	648.38
B	856	Dierkes, Patrick 1/24/2019	2.50		2.50	87.50	87.50	215.55	249.38
Total for 856			109.50		109.50	3,832.50	3,832.50	9,441.09	10,922.63
B	862	Yeluri, Purna Chandra Vineeth 12/21/2018	.50		.50	14.25	14.25	35.11	40.61
Total for General			266.50		266.50	13,078.33	13,078.33	32,217.54	37,273.24
Total for Labor			266.50		266.50	13,078.33	13,078.33	32,217.54	37,273.24
Total for Overhead (Estimated)						351,099.52		1,000,633.64	
Total for Labor and Overhead			266.50		266.50	13,078.33	364,177.85	32,217.54	1,037,906.88
Total for OINMUN1601			266.50		266.50	13,078.33	364,177.85	32,217.54	1,037,906.88

\$23110.09

D.3. Original Contract Fee Estimate including Addendum #1

D.3.

E.4. AMENDMENT #01 SUMMARY OF OVERALL CONTRACT CHANGES

Firm: AZTEC ENGINEERING GROUP, INC.
320 W. 8th Street, Suite 100
Bloomington, IN 47404
Phone: 812-717-2555
FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
City Project Number:
AZTEC Project No.: INMUN1601
Date: August 15, 2018
Revision:

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Table with 4 columns: Classification, Estimated Person-Hours, Average Hourly Billing Rate, Labor Costs. Rows include Senior Project Manager, Senior Project Engineer, Project Engineer, Engineer/Designer, Technician/Drafter, Project Assistant/Admin., and Totals.

Total Estimated Labor - AZTEC \$ 491,710

DIRECT EXPENSES

Table with 2 columns: Description, Amount. Rows include Mileage, Half size plan sets, Full size sheets, Deliveries to various entities.

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 494,648

SUB-CONSULTANT WORK (LUMP SUM)

Table with 2 columns: Description, Amount. Rows include BRCJ - Survey, Earth Exploration - Geotechnical Investigation, CBBEL - Utility Coordination.

Subconsultant Sub-total (Lump Sum) \$ 62,840

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Table with 2 columns: Description, Amount. Rows include Todd Taylor - ROW Buying/Mgmt. Services, Courtland Title - Title Work, Monroe Owen - Appraisals, First Appraisal Group - APAs/Review Appraisals, Utility Pot-holing.

Subconsultant Sub-total (Cost-Plus to Max) \$ 147,425

Total Estimated Contract Value \$ 704,913

Handwritten signature of Adrian Reid

Adrian Reid, P.E., Associate VP

8/15/2018

DATE

D.4. Addendum #2 Summary of Overall Contract Changes

EXHIBIT H - D.4. ADDENDUM #02 SUMMARY OF OVERALL CONTRACT CHANGES

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555
 FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)
 City Project Number:
 AZTEC Project No.: INMUN1601
 Date: August 15, 2018
 Revision:

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PROJECT DESIGN

Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	183	\$ 180.00	\$ 32,940
Senior Project Engineer	695	\$ 150.00	\$ 104,250
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,464	\$ 100.00	\$ 146,400
Technician/Drafter	1,181	\$ 90.00	\$ 106,290
Project Assistant/Admin.	183	\$ 60.00	\$ 10,980
Totals	4,714		\$ 531,900

Total Estimated Labor - AZTEC \$ 531,900

DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum)	\$ 514,600
Total Estimate Project Fee - AZTEC (Cost Plus to Max.)	\$ 17,300
Total Estimated Project Fee - AZTEC (Lump Sum + Cost Plus to Max.)	\$ 534,838

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 34,140
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000


Subconsultant Sub-total (Lump Sum) \$ 62,840

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 7,150
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 50,200
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 28,575
Utility Pot-holing (Assume 40 @ \$1000)	\$ 26,000

Subconsultant Sub-total (Cost-Plus to Max.) \$ 147,425

Total Estimated Contract Value \$ 745,103


 Adrian Reid, P.E., Associate VP

1/29/2019
 DATE

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

1. DATA COLLECTION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
As-Built Plans				4				4		
Right of Way Plans				4				4		
Utility Information				4				4		
Subtotal Data Collection Items				12	0	0	0	12	0	0

2. MEETING PREPARATION / PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Early Public Outreach Meeting (1 mtg @ 1 persons @ 2 hours)				2	2					
Public Open House Meeting – 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Public Open House Meeting – 80% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Utility Field Check Meeting – 60% completion (1 mtg. @ 3 persons @ 2 hours)				6	2	4				
City Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours)				6	6					
Status Update Meetings (10 meetings @ 3 persons @ 1 hours)				30	10	20				
Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours)				4		4				
Subtotal Meeting Preparation / Participation Items				60	24	36	0	0	0	0

3. SIGNING, MARKING, LIGHTING, AND MOT										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Signing and Marking Detail Sheets & General Notes		1	20	20		10			10	
Signing and Marking Plan Sheets	20	4	20	80		20			60	
Lighting Detail Sheets & General Notes		1	30	30		10			20	
Lighting Plan Sheets	20	4	30	120		40			80	
MOT Detail Sheets & General Notes		2	30	60		20			40	
MOT Plan Sheets	500	1	30	30		10			20	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Signing, Marking, Lighting and MOT Items		13		404	0	150	24	0	230	0

4. ROADWAY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Cover		1	24	24				24		
Develop Project Base Sheets	20	6	5	30				30		
General Notes/Typical Section		2	50	100		16	40	44		
Geometric Control Sheet		1	50	50		4	16	30		
Detail Sheets		2	50	100		16	40	44		
Plan Sheets (Plan & Profile)	20	6	60	360		60	100	140	60	
Plan Sheets (Project Details)	20	6	60	360		60	100	140	60	
Cross-section Drawings		15	15	225			50	100	75	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Roadway Items		39	33.7	1313	0	196	370	552	195	0

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
 PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

5. UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Utility Conflict Assessment/Documentation		n/a	n/a	20			10	10		
Water Detail Sheets & General Notes		1	40	40			4	20	16	
Water Plan & Profile Sheets	20	4	50	200			60	70	70	
Sewer Detail Sheets & General Notes		1	20	20			4	8	8	
Sewer Plan & Profile Sheets	20	4	25	100			30	30	40	
Fiber Conduit Detail Sheets & General Notes		1	20	20			4	8	8	
Fiber Conduit Plan & Profile Sheets	20	4	25	100			30	30	40	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Utility Items		15	37.6	564	0	40	166	176	182	0

6. STRUCTURAL DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
General Notes/Typical Section		1	40	40			8	8	24	
Detail Sheets		1	80	80			16	24	40	
Plan Sheets (Plan & Profile)	20	1	60	60			16	16	28	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Structural Items		3		244	0	40	64	48	92	0

7. DRAINAGE DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Existing Conditions Base Map	20	4	1	4					4	
Review Site and Identify Design Issues		n/a	n/a	16				16		
Develop overall Plan		n/a	n/a	16				16		
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16		
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16		
Size Ditches		n/a	n/a	16				16		
Storm Water Detail Sheets & General Notes		2	50	100			8	24	68	
Storm Water Plan & Profile Sheets	20	4	50	200			20	60	120	
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a	60			16	44		
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Drainage Items		10		508	0	40	68	208	192	0

TEAM AZTEC
 17th St (Vernal OP to Monroe RAB)
 PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

8. ROW ENGINEERING										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare ROW Exhibits				220			60	160		
Prepare Legal Descriptions				220			60	160		
Quality Control				16		16				
Subtotal Right-of-Way Engineering Items				456	0	16	120	320	0	0

9. LANDSCAPING SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Landscape Plan Sheets	100	2	30	60			20	40		
Landscape Summary Sheet		1	30	30			10	20		
Comment Review, Responses, & Resolution Meetings				8		4	4			
Quantities/Cost Estimate/Bid Specifications				8		4	4			
Quality Control				4		2	2			
Subtotal Landscaping Items		3		110	0	10	40	60	0	0

10. ENVIRONMENTAL SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Environmental Documentation				80			80			
Prepare SWPPP & Rule 5				160			60		100	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quality Control				16		8	8			
Subtotal Environmental Items				272	0	16	156	0	100	0

11. GENERAL ADMINISTRATION – Mod #01										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (26 months @ 16 hours/month)				304	121					183
Subtotal General Administration Items				304	121	0	0	0	0	183

12. LIGHTING DESIGN – Mod #01										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Develop Project Base Sheets		4	2	8				8		
Plan Sheets – add conduit, foundation locations, etc. (some items provide by Duke)		4	10	40		8			32	
Utility Conflict analysis		4	6	24		8			16	
Cross-section Drawings – utilizing existing sheets		20	2	40		8			32	
Comment Review, Responses, & Resolution Mtgs. – design coord. with Duke				20	4	6			10	
Quantities/Cost Estimate/Bid Specifications				4		4				
Quality Control				4		2				2
Subtotal Lighting Items		4	35.0	140	4	36	0	8	92	0

13. BID SUPPORT SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Additional bid services (more time): address changes/City preferences to bid documents				78	8	30				40
Addendum #1 – Revise plans, specs, estimate, formal responses to bidder questions				67	6	29				32
Addendum #2 – Revise plans, specs, estimate, formal responses to bidder questions				26	8	12				6
Bid tabs, assistance with evaluation of bids at City request				8	2	6				
				0						
Subtotal Bid Support Services				179	24	77	0	0	78	0

14. POST-DESIGN SERVICES (COST PLUS TO MAX)										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
RFIs (1st 3 mos. @ 8 RFI/mo. @ 2 hrs/RFI + 6 mos. @ 2 RFI/mo. @ 2 hrs./RFI)				72	8	16		48		
Attend construction progress meetings (1 person @ 2 hrs/mtg @ 9 mtgs)				18	2	4		12		
Field visits for design implementation (1 person @ 2 hrs/visit @ 5 visits)				10		10				
Design Changes at City request				48		8		20	20	
				6						
Subtotal Post-Design Services				146	10	38	0	80	20	0

SUMMARY OF HOURS										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		87		4714	183	695	1008	1464	1181	183
				4714						

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: W. 17th Street Reconstruction Project

Project Manager: Neil Kopper

Project Description:

This project will reconstruct W. 17th Street between the future Vernal Pike 17th Street Overpass associated with the Interstate 69 Section 5 project and the roundabout at the 17th Street! Arlington Road/Monroe Street intersection. The overpass over I-69 is anticipated to open shortly and have a significant impact on travel patterns on W 17th Street. The project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the corridor by:

- Evaluating potential turn lanes or a two-way left-turn lane along the corridor
- Constructing curb and stormwater infrastructure
- Providing tree plots separating the road from a multiuse path on the north side of the street and sidewalk on the south side of the street. All ramps and sidewalk/path facilities will be ADA compliant
- Improving sight distance and vertical alignment of the street, particularly near the Lindbergh Drive intersection
- Evaluating potential conversion of Lindbergh Drive to a two-way facility in proximity to 17th Street
- Coordinating utility relocations and acquiring right of way as necessary

Details of the project and its scope are subject to change through the design process which will include public outreach and stakeholder involvement.

Like many Transportation projects that come before the Redevelopment Commission, this project is included in the BMCMPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Surface Transportation Program.

However, to expedite the project and leverage additional funding, Staff anticipates funding this project using other funding sources. The City was awarded \$1,000,000 in INDOT Community Crossing Matching Grant Funds for the construction phase of the project. These funds need to be matched by the City's 2016 COIT re-allocation. Additionally, the City has been coordinating an interlocal cooperative agreement with INDOT for an additional \$4,000,000 in state dollars to assist in funding the project. This agreement is not yet finalized, but Staff anticipates it will be finalized in the near future.

This Project will serve the Consolidated TIP's allocation area by improving connectivity along the W. 17th Street Corridor, improving access to the Consolidated TIF (especially to the West 17th Street and Downtown portions of the Consolidated TIF), which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: July of 2020

Financial Information:

Estimated full cost of project:	\$6,205,053
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City's 2016 COIT Allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF or 2015 TIF Bond	\$205,053 ¹

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 Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering & Right-of-Way Professional Services	\$745,103	2017-2020
2	Right-of-Way Acquisition	\$600,000	2017-2020
3	Construction Engineering	\$390,000	Jan 2019 – July 2020
4	Construction	\$3,026,526.18	Jan 2019 – July 2020
4a	Lighting Equipment	\$64,817.36	Jan 2019 – July 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-80 Original Project Review and Approval Form
17-10 Approval of Preliminary Engineering Contract
19-12 Approval of Second Addendum to Design Contract
19-13 Approval of Construction Engineering Contract
19-14 Approval of Construction Funding
19-15 Approval of Funding for Lighting Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**19-13
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT FOR CONSTRUCTION ENGINEERING FOR WEST
17TH STREET (MAPLE TO MADISON) RECONSTRUCTION PROJECT**

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, 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 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and

WHEREAS, Step 3 of the Project was identified as “Construction Engineering,” and the estimated cost for this step was \$500,000; and

WHEREAS, after reviewing responses to the City’s requests for proposal, the City has determined that Beam, Longest, and Neff, LLC (“BLN”) had the best response; and

WHEREAS, Staff has negotiated an agreement with BLN (“Agreement”) that is attached to this Resolution as Exhibit A for an amount not to exceed \$390,000.00; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Ninety Thousand Dollars (\$390,000.00) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the addendum to the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST: _____
Mary Alice Rickert, Secretary

Date

REDEVELOPMENT COMMISSION

RESOLUTION 19-13

EXHIBIT A

**PROJECT NAME: 17th Street Road Reconstruction from Lismore Drive to Monroe Street
Construction Observation**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Beam, Longest and Neff, L.L.C., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive construction observation services necessary for future construction of 17th Street Reconstruction from Lismore Drive to Monroe Street; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including construction observation, which shall be hereinafter referred to as "the Services"; and

WHEREAS, the Consultant has extensive experience, knowledge and expertise relating to these Services in connection therewith; and

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A-1, Scope of Engineering Services and Exhibit A-2, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Exhibits A-1 and A-2 are attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper or his designee shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Three Hundred Ninety Thousand Dollars (\$390,000.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not

forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

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

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

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

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

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant. Consultant shall provide the Board's representative(s) with access to the Appia / Doc Express Software and, upon request, a copy of all project files generated by Consultant. Such files shall become the property of the Board.

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

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Beam, Longest and Neff, L.L.C.
Attn: Jim Longest
8320 Craig Street
Indianapolis, Indiana 46250

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an

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

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

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

Exhibit E, Affidavit Regarding E-Verify, is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. 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, Non-Collusion Affidavit, is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Beam, Longest and Neff, L.L.C.

By: _____
Kyla Cox Deckard, President

James B. Longest
President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A-1
SCOPE OF ENGINEERING SERVICES

1. Construction Observation

- 1.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is assumed that one (1) RPR will be on site twenty (20) hours per week for six (6) weeks of preconstruction activities, forty-four (44) hours per week for the forty (40) week construction duration, and forty-four (44) hours per week for eight (8) additional weeks for a potential time extension.

EXHIBIT A-2

Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

The CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor. All work will be performed as depicted in the INDOT General Instructions to Field Employees (GIFE) and the INDOT SS, including methods for recording quantities (with the exception of the use of Site Manager.

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S Agreement for Consulting Services with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
 - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
 - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - d. Prepare and provide in digital format a final construction record to the CONSULTANT and OWNER that shall contain a copy of all the prepared and maintained RPR documents.
9. *Reports:*
 - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - e. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the

CONSULTANT Change Orders, Work Change Directives, and Field Orders.

- f. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.
10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work. The RPR (or CONSULTANT) will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of the Project.
 11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.
 12. *Completion:*
 - a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

The Resident Project Representative

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.

2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement for Consulting Services or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
7. Shall not authorize the OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

EXHIBIT B
SCHEDULE OF COMPENSATION

This project is to be conducted on an hourly basis at the rates shown below with an agreed Maximum Cost of Three Hundred Ninety Thousand Dollars (**\$390,000.00**). In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	Hourly Rate
Mike Cox	\$285.00
Guy Della Valle	\$170.22
Tom Mobley	\$122.09
Direct Expenses	At Cost
Subconsultants	Cost + 5%
Mileage	\$0.38/mile

The Hourly Rates are subject to revision in July of each year.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Letting Date	January 29, 2019	
Start of Clearing and Preconstruction Activities	March 4, 2019	
Start of Construction	April 1, 2019	
Intermediate Completion Date	January 4, 2020	

Fee also includes eight (8) additional weeks beyond January 4, 2020 for a potential time extension if needed.

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Construction Observation Department Manager

Mike Cox, PE

Field Services Coordinator/RPR

Guy Della Valle

RPR

Tom Mobley

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the President of Beam, Longest and Neff, L.L.C.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
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.

James B. Longest
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in _____ and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2019.

Beam, Longest and Neff, L.L.C.
(Name of Organization)

By: _____
James B. Longest
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
CONSTRUCTION OBSERVATION**

OWNER: **City of Bloomington**

PROJECT: **17th Street - Lismore Drive to Monroe Street**

DESCRIPTION: **Road Reconstruction**

Task	Man-hours by Classification			TOTAL
	DEPT. MGR.	RPR BLN	Assistant RPR	
Pre-Construction Activities	16	60	0	76
Tree Clearing and Misc - Part Time Inspections	12	120	0	132
Field Work	160	1760	0	1920
Potential Extension of Work (8 Weeks)	32	352	0	384
Post Constructon Activities	20	200	0	220
Final As Built's and Documentation	4	40	0	44
Total Hours	244	2532	0	2776
Hourly Rate	\$285.00	\$122.09	\$122.09	
Total Labor	\$69,540.00	\$309,131.88	\$0.00	\$378,671.88
Direct Non-Salary Costs				\$11,242.00
TOTAL				\$389,913.88
USE				\$390,000.00

Assumptions:

Letting Date:	1/29/19
Estimated Start of Clearing / PT Inspection Duties:	2/20/19 (20 hours per week)
Estimated Start of Construction:	4/1/19 (44 hours per week)
Intermediate Completion Date:	1/4/20 (40 weeks)
Potential Additional 8 weeks of time extension in 2020 (Assume 44 Hours per week)	
Post Construction Activites (10 weeks at 20 hours per week)	
Estimated Construction Cost	\$4,300,000.00

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
CONSTRUCTION OBSERVATION**

**CONSTRUCTION OBSERVATION
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE:				
(X miles/week) x (Y weeks) x (\$0.38/mile) =	350	54	\$0.38	\$7,182.00
LODGING:				
(X weeks) x (4 nights per week) x (\$100/night) =	0	0	\$100.00	\$0.00
PER DIEM:				
(X weeks) x (5 days per week) x (\$26/day) =	0	0	\$26.00	\$0.00
Appla / Doc Express Software				
License for two years	1	2	\$2,000.00	\$4,000.00
XEROX COPIES (8.5x11):				
(X sets) x (Y pages/set) x (\$0.15/page)	2	200	\$0.150	\$60.00
TOTAL				\$11,242.00

THOMAS J. MOBLEY

RESIDENT PROJECT REPRESENTATIVE



REGISTRATIONS/ CERTIFICATIONS

INDOT Certified

Earthwork

Construction Procedures I

Construction Procedures II

HMA Paving

Concrete Paving

Bridge Construction & Deck Repair

Site Manager Training

INDOT Independent Assurance

Field Testing Program

HAZMAT Certification

IWEA Water and Sewer

Construction Inspection

Certification

IWEA Sewer Systems Operations
and Management Certification

QUALIFICATIONS

Mr. Mobley has over 37 years' experience in the construction, construction inspection and project management industry. He has worked as a contractor, field superintendent, and a resident field inspector during these years. During this tenure, Mr. Mobley has performed construction project management, conflict resolution, materials testing, and the field inspection of water, sewer, road, and bridge infrastructure projects throughout the State of Indiana.

Mr. Mobley has received construction Certifications from the Indiana Department of Transportation, the American Institute of Constructors, and the American Concrete Institute.

RESIDENT REPRESENTATIVE EXPERIENCE

CONSTRUCTION INSPECTION

Mr. Mobley has been involved in a wide variety of projects ranging in size from \$10,000 to over \$30,000,000 that included water, wastewater, storm water, road, bridge, and signal construction related activities. Duties included recording work and material data, on-site concrete, asphalt, backfill, and soil testing, troubleshooting construction and design related issues, and field collection of GPS data points. Mr. Mobley was also responsible for heading project coordination meetings, assisting in utility conflict resolution, and being a liaison between the contractor and the owner. Mr. Mobley has worked as an inspector on a variety of state, local, and federal aid projects.

City of Rushville Streetscape, Rushville, IN

RPR for this Streetscape project to construct new sidewalks, curb and gutter, lighting, brickwork and landscaping along a one mile stretch of Main Street. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development, and all other project documentation. He coordinated with the Mayor of Rushville regarding numerous items throughout construction.

Old Salem Road, Jeffersonville, IN

RPR for the one-mile road project reconstruction a gravel road into a new road section including curb and gutter, storm sewer, sidewalk, concrete driveways and included construction of 3 retaining walls. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development and all other project documentation.

RESIDENT REPRESENTATIVE EXPERIENCE (CONT.)

Hague Road Extension, Noblesville, IN

RPR for the 1 ½ mile road project reconstruction project including constructing a new road section on top of a wetland area. The road construction included roundabout construction, new curb and gutter, storm sewer, sidewalk, concrete driveways, water line and sanitary sewer line construction. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development, and all other project documentation.

ADDITIONAL EXPERIENCE

INDOT Transportation Projects

- I-65 over Big Blue River Bridge Reconstruction (Edinburgh, Indiana)
- US 31 Carmel Corridor Reconstruction (Carmel, Indiana)
- Cowan Road Reconstruction (Muncie, Indiana)
- Ohio River Bridge East End Crossing (Madison, Indiana)
- Sixth Street Reconstruction (Monticello, Indiana)
- Ronald Reagan Parkway (Plainfield, Indiana)

Municipal Transportation Projects

- 146th Street Reconstruction (Noblesville, Indiana)
- Hendricks County WWTP Expansion (Avon, Indiana)
- CSO 041 Sewer System Construction (Kokomo, Indiana)
- Hazel Dell Road (Noblesville, Indiana)
- Keystone Parkway Corridor Reconstruction (Carmel, Indiana)
- Lawrenceburg Lift Station Inspections (Lawrenceburg, Indiana)
- US 50 Water and Sewer Extension Project (Lawrenceburg, Indiana)
- Noblesville Corporate Campus (Noblesville, Indiana)

Miscellaneous Inspection Projects

- 2007 Water Main Replacement Program (Crawfordsville, Farmersburg, Sullivan Indiana)
- Indiana American Water 2012 Replacement Main Inspections (Kokomo, Muncie, and Winchester, Indiana)
- Indiana American Water 206th and James (Noblesville, Indiana)

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: W. 17th Street Reconstruction Project

Project Manager: Neil Kopper

Project Description:

This project will reconstruct W. 17th Street between the future Vernal Pike 17th Street Overpass associated with the Interstate 69 Section 5 project and the roundabout at the 17th Street! Arlington Road/Monroe Street intersection. The overpass over I-69 is anticipated to open shortly and have a significant impact on travel patterns on W 17th Street. The project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the corridor by:

- Evaluating potential turn lanes or a two-way left-turn lane along the corridor
- Constructing curb and stormwater infrastructure
- Providing tree plots separating the road from a multiuse path on the north side of the street and sidewalk on the south side of the street. All ramps and sidewalk/path facilities will be ADA compliant
- Improving sight distance and vertical alignment of the street, particularly near the Lindbergh Drive intersection
- Evaluating potential conversion of Lindbergh Drive to a two-way facility in proximity to 17th Street
- Coordinating utility relocations and acquiring right of way as necessary

Details of the project and its scope are subject to change through the design process which will include public outreach and stakeholder involvement.

Like many Transportation projects that come before the Redevelopment Commission, this project is included in the BMCMPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Surface Transportation Program.

However, to expedite the project and leverage additional funding, Staff anticipates funding this project using other funding sources. The City was awarded \$1,000,000 in INDOT Community Crossing Matching Grant Funds for the construction phase of the project. These funds need to be matched by the City's 2016 COIT re-allocation. Additionally, the City has been coordinating an interlocal cooperative agreement with INDOT for an additional \$4,000,000 in state dollars to assist in funding the project. This agreement is not yet finalized, but Staff anticipates it will be finalized in the near future.

This Project will serve the Consolidated TIP's allocation area by improving connectivity along the W. 17th Street Corridor, improving access to the Consolidated TIF (especially to the West 17th Street and Downtown portions of the Consolidated TIF), which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: July of 2020

Financial Information:

Estimated full cost of project:	\$6,205,053
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City's 2016 COIT Allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF or 2015 TIF Bond	\$205,053 ¹

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 Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering & Right-of-Way Professional Services	\$745,103	2017-2020
2	Right-of-Way Acquisition	\$600,000	2017-2020
3	Construction Engineering	\$390,000	Jan 2019 – July 2020
4	Construction	\$3,026,526.18	Jan 2019 – July 2020
4a	Lighting Equipment	\$64,817.36	Jan 2019 – July 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-80 Original Project Review and Approval Form
17-10 Approval of Preliminary Engineering Contract
19-12 Approval of Second Addendum to Design Contract
19-13 Approval of Construction Engineering Contract
19-14 Approval of Construction Funding
19-15 Approval of Funding for Lighting Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-14
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF CONSTRUCTION AGREEMENT FOR WEST 17TH STREET
(MAPLE TO MADISON) RECONSTRUCTION PROJECT**

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, 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 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and

WHEREAS, Step 4 of the Project was identified as “Construction,” and the estimated cost for construction was \$4,400,000; and

WHEREAS, after reviewing responses to the City’s bid request, the City has determined that Reed and Sons Construction, Inc. (“Reed”) had the best bid to provide the construction services (“Services”); and

WHEREAS, Staff has negotiated an agreement with Reed (“Agreement”) that is attached to this Resolution as Exhibit A for an amount not to exceed \$3,026,526.18; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Three Million Twenty-Six Thousand Five Hundred Twenty-Six Dollars and Eighteen Cents (\$3,026,526.18) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the addendum to the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST: _____
Mary Alice Rickert, Secretary

Date

REDEVELOPMENT COMMISSION

RESOLUTION 19-14

EXHIBIT A

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Reed and Sons Construction, Inc.

FOR

West 17th Street Reconstruction Project

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *the reconstruction of existing roadway, new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.* (more particularly described in Attachment 'A', "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment 'A', "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within two hundred fifteen (215) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or

hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto and incorporated herein as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice.

However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees, and the Indiana Department of Transportation for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term

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

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Reed and Sons Construction, Inc.
Attn: Matt Smethurst, Project Manager	Attn: R. Shannon Reed, President
P.O. Box 100 Suite 130	299 W. Moorman Road
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

5.17 **Steel or Foundry Products**

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees’ Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors

verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

17th Street Reconstruction Project

This project shall include, but is not limited to, *the reconstruction of existing roadway, new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.*

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

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 _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF 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 _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

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 _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ATTACHMENT 'E'

"Unit Prices"

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: W. 17th Street Reconstruction Project

Project Manager: Neil Kopper

Project Description:

This project will reconstruct W. 17th Street between the future Vernal Pike 17th Street Overpass associated with the Interstate 69 Section 5 project and the roundabout at the 17th Street! Arlington Road/Monroe Street intersection. The overpass over I-69 is anticipated to open shortly and have a significant impact on travel patterns on W 17th Street. The project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the corridor by:

- Evaluating potential turn lanes or a two-way left-turn lane along the corridor
- Constructing curb and stormwater infrastructure
- Providing tree plots separating the road from a multiuse path on the north side of the street and sidewalk on the south side of the street. All ramps and sidewalk/path facilities will be ADA compliant
- Improving sight distance and vertical alignment of the street, particularly near the Lindbergh Drive intersection
- Evaluating potential conversion of Lindbergh Drive to a two-way facility in proximity to 17th Street
- Coordinating utility relocations and acquiring right of way as necessary

Details of the project and its scope are subject to change through the design process which will include public outreach and stakeholder involvement.

Like many Transportation projects that come before the Redevelopment Commission, this project is included in the BMCMPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Surface Transportation Program.

However, to expedite the project and leverage additional funding, Staff anticipates funding this project using other funding sources. The City was awarded \$1,000,000 in INDOT Community Crossing Matching Grant Funds for the construction phase of the project. These funds need to be matched by the City's 2016 COIT re-allocation. Additionally, the City has been coordinating an interlocal cooperative agreement with INDOT for an additional \$4,000,000 in state dollars to assist in funding the project. This agreement is not yet finalized, but Staff anticipates it will be finalized in the near future.

This Project will serve the Consolidated TIP's allocation area by improving connectivity along the W. 17th Street Corridor, improving access to the Consolidated TIF (especially to the West 17th Street and Downtown portions of the Consolidated TIF), which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: July of 2020

Financial Information:

Estimated full cost of project:	\$6,205,053
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City's 2016 COIT Allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF or 2015 TIF Bond	\$205,053 ¹

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 Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering & Right-of-Way Professional Services	\$745,103	2017-2020
2	Right-of-Way Acquisition	\$600,000	2017-2020
3	Construction Engineering	\$390,000	Jan 2019 – July 2020
4	Construction	\$3,026,526.18	Jan 2019 – July 2020
4a	Lighting Equipment	\$64,817.36	Jan 2019 – July 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-80 Original Project Review and Approval Form
17-10 Approval of Preliminary Engineering Contract
19-12 Approval of Second Addendum to Design Contract
19-13 Approval of Construction Engineering Contract
19-14 Approval of Construction Funding
19-15 Approval of Funding for Lighting Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**19-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR LIGHTING FOR WEST 17TH STREET (MAPLE TO
MADISON) RECONSTRUCTION PROJECT**

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, 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 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and

WHEREAS, Step 4 of the Project was identified as “Construction,” and the City has received a lighting plan for the Project as part of the construction; and

WHEREAS, Staff has negotiated an agreement with Duke Energy (“Agreement”) to provide lighting equipment and maintenance that is attached to this Resolution as Exhibit A; and

WHEREAS, per the terms of the Agreement, the cost for the equipment, which is eligible for TIF funding, is not to exceed \$64,817.36; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Agreement; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Sixty-Four Thousand Eighty Hundred Seventeen Dollars and Thirty-Six Cents (\$64,817.36) to pay for the lighting improvements, to be payable in accordance with the terms of the Agreement (“Payment”).

4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the addendum to the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

REDEVELOPMENT COMMISSION

RESOLUTION 19-15

EXHIBIT A



1/21/2019

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:
DIR 17TH ST W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000012934		1/21/2019
	Agreement Coverage			Agreement Number		Current Date
73603925	31185788	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	CITY OF BLOOMINGTON					
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.		
Service Address	DIR 17TH ST W					
Service Address						
Service City, State, Zip code	BLOOMINGTON	IN				
Mailing Name	CITY OF BLOOMINGTON			Notes:		
Mailing Business Name						
Mailing Address	PO BOX 100					
Mailing Address						
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 4/21/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$64,817.36	\$66.92	\$18.61	23	\$85.53	\$3.72	\$3.72
Option B - 1 Year Agreement Initial Term	\$5,648.65	\$66.92	\$18.61	23	\$5,734.17	\$249.31	\$3.72
Option C - 3 Year Agreement Initial Term	\$1,935.30	\$66.92	\$18.61	23	\$2,020.82	\$87.86	\$3.72
Option D - 5 Year Agreement Initial Term	\$1,313.07	\$66.92	\$18.61	23	\$1,398.59	\$60.81	\$3.72
Option E - 7 Year Agreement Initial Term	\$1,053.15	\$66.92	\$18.61	23	\$1,138.68	\$49.51	\$3.72
Option F - 10 Year Agreement Initial Term	\$864.98	\$66.92	\$18.61	23	\$950.50	\$41.33	\$3.72

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Craig Barker</u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>1/21/2019</u>		Date _____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
3	Acorn (GV) LED 50W Black (RAL9017) Type III	5,147	50	0.0500	200	\$2.91	\$0.76	19	\$69.65
4	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$2.91	\$1.06	4	\$15.87
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		85.52

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1
5	Style A 15 Ft Long Direct Buried Top Tenon Aluminum Black	19

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

19-16
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR CONSTRUCTION CONTRACT FOR
2ND STREET / BLOOMFIELD ROAD MULTIMODAL IMPROVEMENTS**

- 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, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and
- WHEREAS, on December 5, 2016, the RDC approved in Resolution 16-78 a Project Review and Approval Form (“Form”) that would complete multimodal safety improvements along West 2nd Street / West Bloomfield Road (“Project”); and
- WHEREAS, the Project is located within what was formerly known as the Adams Crossing Economic Development Area and is now within and serves the Consolidated TIF; and
- WHEREAS, the Indiana Department of Transportation (“INDOT”) has identified Milestone Contractors LP as the lowest bidder for construction of the multimodal improvements for an amount not to exceed \$1,533,770.00; and
- WHEREAS, INDOT’s award recommendation letter is attached to this Resolution as Exhibit A; and
- WHEREAS, the full cost of the project will come from a mix of RDC and federal funding
- WHEREAS, the City now seeks approval of funds for construction costs from the RDC; and
- WHEREAS, the RDC has available funds in the Consolidated TIF to cover the costs of the contract in Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which is attached to this Resolution as Exhibit B.

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 Amended Form.

2. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because the Project will improve the pedestrian access along West Bloomfield Road, improve entrance and egress from Twin Lakes Recreation Center, which serves the Consolidated TIF, and that the Construction of the Project serves the public's best interests.
3. The RDC hereby approves funding in an amount not to exceed One Million Five Hundred Thirty-Three Thousand Seven Hundred Seventy Dollars (\$1,533,770.00) from the Consolidated TIF for the construction phase of the Project. The funding authorization contained in this Paragraph shall terminate on September 17, 2019.
4. The funding authorizations contained in this Resolution are contingent on the Board of Public Works approving the amendment to the Agreement. In the event that the Board of Public Works does not approve the amendment to the Agreement, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, IN, 47274

PHONE: (812) 524-3700
FAX: (812) 522-7658

Eric Holcomb, Governor
Joe McGuinness, Commissioner

January 16, 2019

Mr. Neil Kopper
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, IN 47404

RE: LPA Award Recommendation Letter

Dear Mr. Neil Kopper

This signed Award Recommendation Letter signifies your Local Public Agency (LPA) is in agreement with the apparent low bid listed below, and wishes to award. This bid is within Statutory Requirements for awardable criteria.

Please sign and return this notification within two (2) business days. Be aware if the federal funds awarded for this project are less than the apparent low bid, your LPA will be 100% financially responsible for the additional funds greater than your award; this includes cost overruns and change orders.

Contract #:	R-39976
Des #:	1601851
Apparent Low Bid Contractor:	Milestone Contractors LP
Apparent Low Bid Amount:	\$1,533,770.00
Letting Date:	1-16-2019

Local Public Agency Employee of Responsible Charge Signature

1/18/2019

Date Signed

Please do not hesitate to contact me if you have any questions.

Sincerely,

Kayti Adams

LPA Program Director
Seymour District

City of Bloomington
Redevelopment Commission
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:** 2nd Street / Bloomfield Road Multimodal Safety Improvements Project**Project Manager:** Neil Kopper**Project Description:**

This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West 2nd Street/West Bloomfield Road corridor by:

- Constructing new multiuse path on the north side of the road from South Patterson Drive to South Adams Street
- Providing marked crosswalks, accessible curb ramps, signal heads, and push buttons for pedestrians for the intersection at South Landmark Avenue and at South Patterson Drive
- Improving the signalized intersections at South Landmark Avenue and at South Patterson Drive to reflect current standards (back plates, number of signal heads, flashing yellow arrow signals, appropriate corner radii, etc.)

This project implements elements of numerous adopted City plans and addresses a location (West 2nd Street at South Patterson Drive) that is ranked 19th on the Bloomington/Monroe County Metropolitan Planning Organization's (BMCMPPO) most recent Crash Report for the top fifty crash locations based on crash severity.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP), the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$104,331 in federal funds for preliminary

engineering, \$50,491 for construction engineering, and \$822,429 in federal funds for construction.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West 2nd Street / West Bloomfield Road Corridor, improving access to the Bloomfield Road, Adams Crossing, Thomson, and Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: September 30, 2020

Financial Information:

Estimated full cost of project:	\$2,041,150.52
Sources of funds:	
Federal Funding	\$977,251.00 ¹
Consolidated TIF or 2015 TIF Bond	\$1,063,899.52 ²

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.

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$293,188.12	Jan 2017 – Sept 2020
2	Right-of-Way Acquisition	\$40,785	2018
3	Construction	\$1,533,770	Jan 2019 – Sept 2020
4	Construction Engineering	\$173,407.40	Jan 2019 – Sept 2020

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-78 Original Project Review and Approval Form
 17-18 Approval of Preliminary Engineering Contract
 18-06 Approval of Preliminary Engineering Contract Supplement
 18-54 Approval of Preliminary Engineering Contract Supplement 2

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

18-55 Reimbursement of Right of Way Acquisition
18-62 Approval of Construction Engineering Contract
19-16 Approval of Construction Funding

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

2nd-Bloomfield Project, Des 1601851

	<u>Amount</u>
Total Federal Funding:	\$977,251
Federal Funding for PE:	\$104,331
Federal Funding for CE:	\$50,491
Federal Funding for CN:	\$822,429

	<u>Amount</u>
CN Apparent Low Bid:	\$1,533,770
Federal CN Funding:	\$822,429
City CN Funding:	\$711,341