

AGENDA
REDEVELOPMENT COMMISSION
August 1, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room

Join Zoom Meeting
<https://bloomington.zoom.us/j/82419398270?pwd=VGY2cldwTk5aL1hzN2ozaytTL1JQdz09>

Meeting ID: 824 1939 8270
Passcode: 220639

- I. ROLL CALL**
- II. READING OF THE MINUTES –July 18, 2022**
- III. EXAMINATION OF CLAIMS –July 22, 2022 for \$268,189.93**
- IV. EXAMINATION OF PAYROLL REGISTERS–July 15, 2022 for \$34,420.88**
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report**
 - B. Legal Report**
 - C. Treasurer’s Report**
 - D. Business Development Updates**
- VI. NEW BUSINESS**
 - A. Resolution 22-51: Approval of Funding Increase for Owner Occupied Rehab at 347 S. Maple**
 - B. Resolution 22-52: Approval of Construction Engineering Contract for the B-Line Trail and Multiuse Path**
 - C. Resolution 22-53: Approval of Funding for Fourth Addendum for the B-Line Trail and Multiuse Path**
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. 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 Monday, July 18, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=11435>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, Randy Cassady, Deborah Myerson, Sarah Bauerle Danzman, and Martha Street, MCCSC Representative

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND

Others Present: Don Griffin, Deputy Mayor; Jeff Underwood, City Controller; Dave Askins, B Square Bulletin; Clark Greiner, BEDC; Patrick Dierkes, Project Engineer, Engineering Department; Holden Abshier; Teresa Hull

II. READING OF THE MINUTES - Randy Cassady moved to approve the July 5, 2022 minutes and the Executive Summary for July 5, 2022. Deb Hutton seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deb Hutton moved to approve the claim register for July 8, 2022, for \$714,095.35. Deborah Myerson seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for July 1, 2022, for \$34,420.86. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. John Zody reported submitting the Annual Action Plan to HUD this week.

B. Legal Report. Larry Allen reported closing on the IU Health parcel at the main hospital site, on June 30, 2022. Allen said demolition on Phase 1 East project, which was part of that transfer, should start soon.

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

D. Business Development Updates: Larry Allen was available to answer questions.

VI. NEW BUSINESS

A. Resolution 22-49: To Ratify Purchase Agreement for 320 West 8th Street. Don Griffin stated this resolution will authorize City staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property. The Property is adjacent and attached to City Hall and is needed for consolidation and future expansion of City operations. Griffin said we are purchasing this property primarily for our public safety headquarters and fire administration. The property has 62,000 sq. ft., which will almost double the space we currently have.

The asking price was \$12,000,000. CFC and the City have mutually agreed to a purchase price of \$9,250,000. Allen stated the lowest appraisal was \$5,500,000 and the highest was \$7,690,000. The purchase cost averages out to \$149 per sq. ft. Griffin estimated that the cost to new would cost

average about \$300 per sq. ft. Allen said the purchase agreement will have to be approved through Common Council because it is more than \$5 million.

The offer to purchase is contingent upon multiple items. There is a 60-day due diligence period, which begins the day the RDC officially approves the offer. Griffin said part of the due diligence is obtaining a cost estimate to convert the space for public safety needs. That will include bringing in architects and public safety construction experts. The current police facility is approximately 21,000 sq. ft. The Fourth Street Fire Station also houses the Fire Administration and is less than 1,500 sq. ft.

Griffin said current leases have to be analyzed and we must obtain required inspections. Closing is expected to take place no later than January 31, 2023.

Griffin answered questions from the commissioners.

Cindy Kinnarney asked for public comment. Dave Askins stated it is a strict rule that the County Government can't purchase land for more than the average of two appraisals. He wanted to know the law that allows the City to exceed the average of the two appraisals. Dave Askins commented on the separation of the Fire Fighters and their administration. He asked if the Fire Department had been consulted.

Deborah Myerson stated she would like clarification regarding Dave Askins question on appraisals. Larry Allen stated there are different statutes that govern how the county, the city and the RDC can purchase property. The RDC has its own unique statute found in Indiana Code Chapter 36-7-14 in regard to property acquisition. He said in this case, the acquisition statute, I.C. § 36-7-14-19 provides that any offers have to be the average of two appraisals, unless specifically authorized by the RDC.

Deb Hutton moved to approve Resolution 22-49, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

B. Resolution 22-50: Approval of Right-of-Way Services Agreement for 1st Street Reconstruction Project. Patrick Dierkes stated part of the project includes right-of-way acquisition which is required for the federal funding portion of the project. City staff believes it is in the best interest of the project to execute an agreement with VS Engineering for right-of-way acquisition services, which will include property appraisals, review, and analysis, for an amount not to exceed \$31,380. Dierkes stated we are still under budget. The Board of Public Works is scheduled to consider the agreement at its meeting on July 19, 2022.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-50, via roll-call vote. Randy Cassady seconded the motion. The motion was unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Randy Cassady moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 5:50 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

22-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL TO INCREASE THE FUNDING AMOUNT FOR THE OWNER-
OCCUPIED REHABILITATION AT 347 S. MAPLE STREET**

- WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) is a participant in the U.S. Housing and Urban Development's HOME Investment Partnerships Program (HOME), which provides funding to the city for a variety of subprogram, including the City's Owner-Occupied Rehabilitation (OOR) program; and
- WHEREAS, the Redevelopment Commission approved program guidelines for the OOR program ("Guidelines"); and
- WHEREAS, any funding that may exceed \$38,500 must be approved by the RDC under the Guidelines; and
- WHEREAS, bids were received for the property located at 347 S. Maple Street, under the OOR Program; and
- WHEREAS, the current project bid exceeds the program funding limits by \$15,595, with the total estimate being \$54,095; and
- WHEREAS, HAND staff request additional funds in the amount of \$15,595 in order to repair the foundation, rotted porch decking and rafters, and to paint exterior wood siding to protect against colder temperatures;

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

The Redevelopment Commission hereby approves additional funding in the amount of Fifteen Thousand Five Hundred and Ninety-Five Dollars (\$15,595.00), for a total aggregate funding amount not to exceed Fifty-Four Thousand Ninety-Five Dollars \$54,095, for the property located at 347 S. Maple Street.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

Address: 347 S Maple Street

Unit: Unit 01

RDC Resolution 22-51

Exhibit A

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

8	90	1.00	DU		
1 YEAR GENERAL WARRANTY * Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.					

9	120	1.00	AL		
FINAL CLEAN * Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.					

Cleanup, supervision Contractor Fee

Location Total: \$3,500

Location: 2 - basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

10	505				
CRAWLSPACE - EXCAVATE BY HAND Excavate by hand with pick and shovel the Northwest <i>from porch area to near basement door</i> . Surround the opened space with a <i>full wall from floor footer to ceiling</i> . Install vapor barrier and crushed stone on the floor. <i>(Refer to basement floor plan) A.</i>					

Trade: 7 Masonry

11	1102				
MASONRY FOUNDATIONS--Repairs and replacements Remove the fallen section of retaining wall in the basement that is leaning on the chimney, near the water heater. Dig out excess dirt and debris, to allow work in the existing space. Lay brick or block plumb within 1/4" in 10', not exceeding 1/2" in 20' off line nor exceeding 1/2" variance in thickness. Build the new wall to be self supporting so that it does not collapse again. Back fill the area between the inner wall and the exterior foundation. <i>Follow this procedure to build new retaining walls according to basement floor plan attached. A. Footers will be poured for knee walls and full wall. Visqueen and gravel on exposed floors.</i>					

Location Total: \$26,500

Location: 3 - Living room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Address: 347 S Maple Street

Unit: Unit 01

RDC Resolution 22-51

Exhibit A

Location: 3 - Living room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

13	7810	SMOKE DETECTOR--HARD WIRED				
		Install a UL approved, permanently wired, ceiling mounted, battery back-up, interconnected smoke detector, with all other detectors, into a receptacle box.				

Location: 6 - NE bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

14	7810	SMOKE DETECTOR--HARD WIRED				
		Install a UL approved, permanently wired, ceiling mounted, battery back-up, interconnected smoke detector, with all other detectors, into a receptacle box.				

Location: 7 - NW bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

15	7810	SMOKE DETECTOR--HARD WIRED				
		Install a UL approved, permanently wired, ceiling mounted, battery back-up, interconnected smoke detector, with all other detectors, into a receptacle box.				

Location Total: \$1,000

Location: 8 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

16	545	BACKFILL--CUSTOM				
		1.00	EA		<u>\$850</u>	
		The cistern in the back of the house has fallen in and needs more backfill.				

Trade: 10 Carpentry

17	2370	PORCH FLOOR--CUSTOM WOOD REPAIR				
		Repair the porch floor. The owner has wood for the floor deck. Remove all rotted wood and inspect the joists for damage/decay, replace any bad joists. Install the floor boards.				

Address: 347 S Maple Street

Unit: Unit 01

RDC Resolution 22-51

Exhibit A

Location: 8 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10	Carpentry	Rebuild Rotted Porch Details			
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Trade: 15	Roofing	Rebuild Rotted Porch Decking and Rafter's to prepare for EPDM Roofing			
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18	4546	EPDM--FULLY ADHEARED	1.00	SQ	
Install 55 mil EPDM, single ply roof, fully adhered with adhesive per manufacturer's specs. Provide a 10 year warranty. Replace all flashing with the material recommended by manufacturer.					

PORCH TOTAL \$9,545

Trade: 19	Paint & Wallpaper				
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19	5656	PREP & PAINT EXTERIOR WOOD SIDING	1,000.00	SF	\$12,700
Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.					

Location Total: \$54,095

Unit Total for 347 S Maple Street, Unit Unit 01: _____

Address Grand Total for 347 S Maple Street: _____

Bidder: _____

BAKER STONE WORK
1545 Hupp Road
BLOOMINGTON, IN 47401
812-824-2004 office/ 812-824-6500 fax
812-327-7977 Mike's Jone's cell
812-327-3242 Charles Nelson cell
Email charley.bakerstonework@gmail.com

Proposal for: Golden Hands Construction : Chris Sturbaum 812 340 0724 email:
goldenhandsinc@comcast.net

Date: October 18, 2021

Job location: 347S. Maple Paula Worley residence

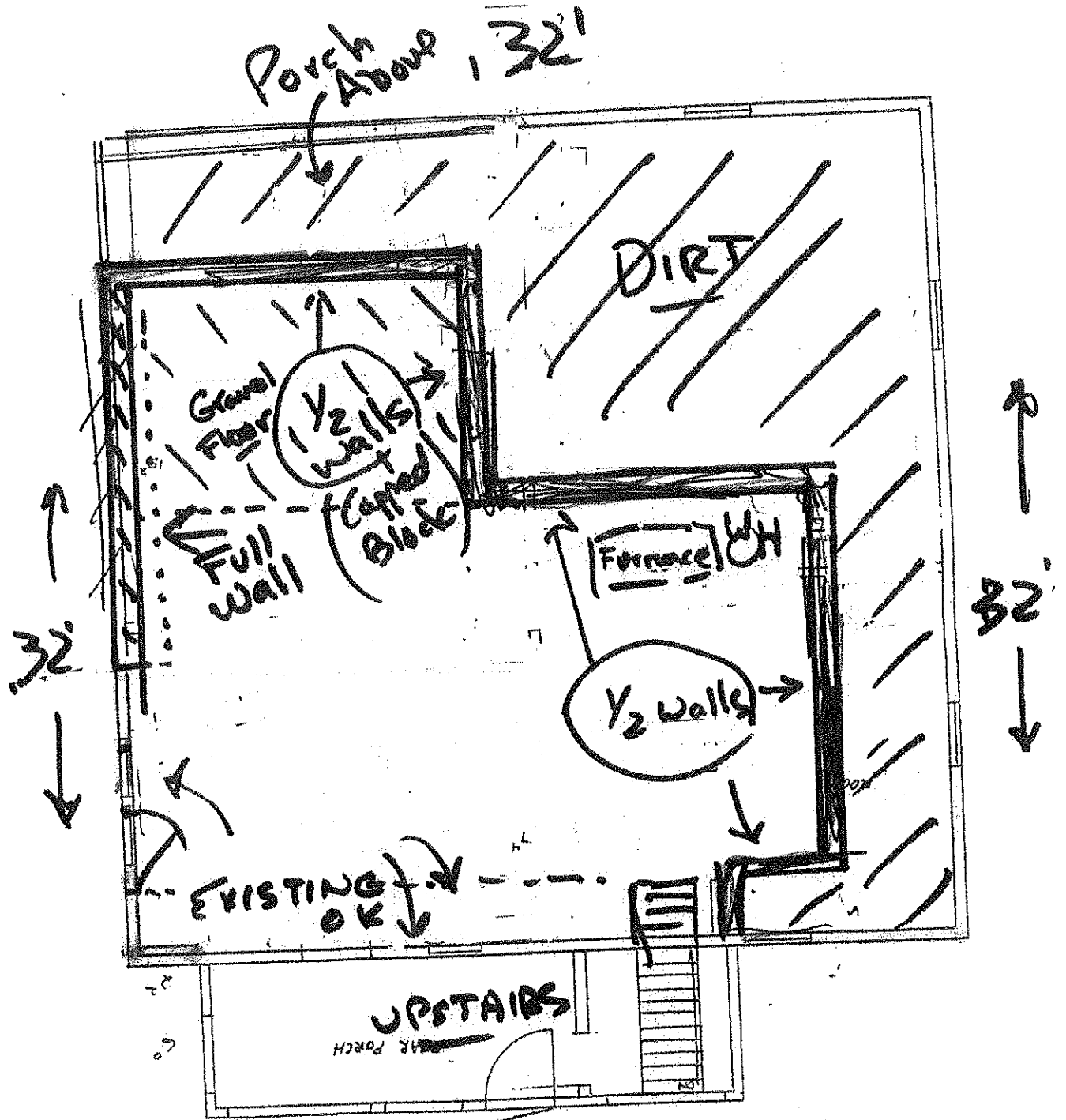
Dismantle leaning wall by basement steps, dig back bank, excavate as needed to continue wall along existing dirt bank on west side

Construct wall using 8" concrete blocks

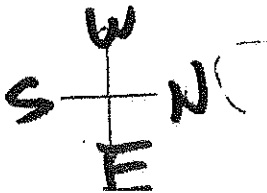
Place temporary bracing under south wall, dismantle wall and haul away debris
Dig back bank and excavate for footer, pour footer using 4000psi concrete reinforced with ½" rebar

Construct wall using 8" concrete block, apply trowel on mastic to all below grade block and backfill with soil

Material, labor & clean-up \$25,500.00



347 S Maple



22-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONSTRUCTION ENGINEERING CONTRACT FOR
THE B-LINE TRAIL AND MULTIUSE PATH**

- 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, Step 5 of the Project in the Form was for construction engineering (“Services”); and
- WHEREAS, City staff released a requests for proposals and have selected Crossroad Engineers, PC as the highest ranked firm to provide the Services; and
- WHEREAS, City staff have negotiated an agreement with Crossroad Engineers to provide the Services for an amount not to exceed \$257,410.00 (“Agreement”), a copy of which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Agreement was considered and approved by the Board of Public Works at its meeting on Tuesday, July 19, 2022; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, 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 approves the Agreement, attached as Exhibit A, and approves funding in an amount not to exceed Two Hundred Fifty-Seven Thousand Four Hundred Ten Dollars (\$257,410.00) for the construction inspection services.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas 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.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of July 19, 2022 (“Effective Date”) by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and CROSSROAD ENGINEERS, PC (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700735

Project Description: B-Line Trail Extension, Bloomington, Indiana

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be June 2024. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 257,410.00

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

SECTION VI GENERAL PROVISIONS

- Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment

under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. Assignment; Successors.

- A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

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

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

5. Certification for Federal-Aid Contracts Lobbying Activities.

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

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any

department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.
9. **Confidentiality of LPA Information.**
- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA’s prior written consent.
 - B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT

agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. **DBE Requirements.**

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

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

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

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more

employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

13. **Disputes.**

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

the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The

CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence,

\$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

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

Notices to the LPA shall be sent to:

Roy Aten
Senior Project Manager
Engineering Department
City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, Indiana 46107

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT’s response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product

during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Roy Aten
Senior Project Manager
Engineering Department
City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CROSSROAD ENGINEERS, PC
(CONSULTANT)

CITY OF BLOOMINGTON, INDIANA
(LOCAL PUBLIC AGENCY)

Trent E. Newport, President

Beth Cate, Corporation Counsel
For John Hamilton, Mayor

Kyla Cox Deckard, President, BPW

[Signature]

Elizabeth Karon, Member, BPW

[Signature]

Jennifer Lloyd, Member, BPW

Attest:

Mark A. Beck, Vice President

APPENDIX "A"

SERVICES BY CONSULTANT

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

The CONSULTANT shall be responsible for the following:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend.

Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.

7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.

8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.

9. Shop Drawings:

a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.

b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.

b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Manual for Frequency of Sampling and Testing and Basis for use of Materials and in accordance with current accepted practices.

c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.

d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. Records:

a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
- e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.

13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.

15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.

18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between Consultant, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

SCHEDULE

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

The CONSULTANT will be prepared to begin the work under this agreement within five (5) days after a Letter of Notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District Director within forty-five (45) calendar days after the contractor's last day of work, which is estimated to be June 2024.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ **257,410.00** , unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT shall be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<u>Labor Classification</u>	<u>Negotiated Hourly Rates 2022</u>	<u>Negotiated Hourly Rates 2023</u>	<u>Negotiated Hourly Rates 2024</u>
Director	\$166.07	\$173.54	\$181.35
Resident Project Rep.	\$93.91	\$98.13	\$102.55
Project Inspector	\$63.60	\$66.46	\$69.45
Asst. Proj. Inspector	\$46.71	\$48.81	\$51.00
CADD Technician	\$74.47	\$77.82	\$81.32

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.
5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the

Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.

6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:

Mr. Roy Aten
Senior Project Manager
Engineering Department
City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 12 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LPA and the status will be evaluated.

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: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, **as well as \$582,161 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 Fountain Drive / North Crescent Road Corridor, improving access to the West 17th

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

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018
End Date: ~~December 31, 2022~~ **December 31, 2024**

Financial Information:

Estimated full cost of project:	\$3,815,749 \$3,790,330
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,299,801 ¹
Consolidated TIF	\$1,804,448² \$2,276,079²

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	\$883,699 \$891,346	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Construction	\$1,800,000 \$2,231,574	Apr 2023 – Dec 2024
5	Construction Engineering	\$225,000 \$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

Resolution History:
 Res. 19-91 – Approval of Project Review Form
 Res. 19-98 – Approval of Funding for Second Addendum
 Res. 20-87 – Approval of Funding for Third Addendum
 Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
Res. 22-52 – Approval of Construction Engineering Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

22-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR FOURTH ADDENDUM FOR
THE B-LINE TRAIL AND MULTIUSE PATH**

- 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, the City awarded the design contract to Aztec Engineering (“Aztec”) on December 12, 2017, and the RDC approved funding for addenda to the agreement in Resolution 19-98 and 20-87; and
- WHEREAS, the City has negotiated a fourth addendum to Aztec’s contract to add design services for an extension of a sanitary sewer main and right-of-way services for a property discrepancy (“Additional Services”) for an amount not to exceed an additional Seven Thousand Six Hundred Forty-Seven Dollars (\$7,647.00); this brings the total cost for the design project to Eight Hundred Ninety-One Thousand Three Hundred Forty-Six Dollars (\$891,346.00); and
- WHEREAS, a copy of the fourth addendum with Aztec that was approved by the Board of Public Works on June 21, 2022, is attached to this Resolution as Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, 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 approves funding in an amount not to exceed an additional Seven Thousand Six Hundred Forty-Seven Dollars (\$7,647.00) for a grant total that shall not exceed Eight Hundred Ninety-One Thousand Three Hundred Forty-Six Dollars (\$891,346.00) for the Services.
3. The Payment authorized above may be made from the Consolidated TIF (West 17th Street). The Controller shall make the determination of specific funding source from the Consolidated TIF areas 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.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2022.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

ADDENDUM #4 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. ("Consultant")

This Addendum #4 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. ("Agreement") for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and the Consultant states: "The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract." The 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. Compensation: The Additional Services are in the amount of Seven Thousand, Six Hundred Forty-Seven dollars (\$7,647.00) as specified in Exhibit H. The Additional Services increase the design cost of the Project to a total amount of Eight Hundred Ninety-One Thousand, Three Hundred Forty-Six dollars (\$891,346.00).
3. Schedule: Revises design delivery schedule in accordance with the schedule provided in Exhibit H.
4. In all other respects, the Agreement and the Addendum 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:

CITY OF BLOOMINGTON

By: Kyla Cox Deckard

Kyla Cox Deckard, President
Board of Public Works

Date: _____

CONSULTANT

By: Adrian Reid

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

Date: June 24, 2022

By: Andrew Cibor

Andrew Cibor, PE, PTOE
City Engineer

Engineering Department
Date: 6/23/2022

By: Beth Cate

Beth Cate
Corporation Counsel

Date: 6/22/22

Exhibit H
Additional Services

A. *Additional design services*

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E, F, and G included in Contract Addenda #1 through #3 included additional services that included ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, and additional design services. Exhibit H adds the following to the design contract:

Additional design services covering work completed under the design contract. To date, these services include

1. Design of a sanitary sewer extension along the west side of Fountain Drive. The extension replaces a segment of sanitary sewer force main.
2. Reallots unused subconsultant budgets for additional design services and ROW services related to two gap parcels.

The additional design services totals **\$7,647**.

B. *Revised Right-of-Way Acquisition Services*

Addendum #3 included administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals.

Addendum #4 reallocates unused budget from other subs to address additional ROW services for two gap parcels on Fountain Drive with no additional increase in overall fees.

D. *Schedule Update*

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

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

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)	CONTRACT UPDATE – Add. #3 (09/14/2020)	CONTRACT UPDATE – Add. #4 (06/01/2022)
Notice to Proceed	December 15, 2017	No change	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021	No Change
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021	TBD
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021	December 2022
Bid Opening/Award	November 2020	No change	No change	November 2021	May 2023

Exhibit H

Index of Appendices

- H.1. Addendum #04 Fee Estimate
- H.2. Master Contract Fee Estimate including Addendum #04

SUMMARY OF ESTIMATED COSTS

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

Project Name: B-Line Extension Project
City Project Number: DES#1700735
AZTEC Project No.: INMUN1716
Date: June 1, 2022
Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension - Supplement Request #4

Classification	Estimated Person-Hours	Average		Labor Costs
		Hourly Rate	Billing Rate	
Senior Project Manager	2	\$ 181.47	\$ 363	
Senior Project Engineer	0	\$ 181.47	\$ -	
Project Engineer	18	\$ 155.82	\$ 2,805	
Engineer/Designer	0	\$ 136.79	\$ -	
Technician/Drafter	52	\$ 86.14	\$ 4,479	
Project Assistant/Admin.	0	\$ 61.30	\$ -	
Totals	72		\$ 7,647	

Total Estimated Labor - AZTEC \$	7,647
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DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery
EDR Radius Report
Display boards for Public Meetings (2 meetings @ \$500 per meeting)

Total Direct Expenses - AZTEC \$	-
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SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey
Hydrogeology - Karst Investigation
Earth Exploration - Geotechnical Investigation, Pavement Design
Little River Consulting - Ecological investigation + Waters Report
Green 3 - Archaeological Investigation

\$ -

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services

Subconsultant Sub-total (Lump Sum) \$	-
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Total Estimated Contract Value \$	7,647
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Adrian Reid, P.E., Associate Vice President

6/1/2022
DATE

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL
Supplement Request #4

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
Utility Conflict Assessment/Documentation following INDOT guidelines		n/a								
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)										
Railroad coordination/Documentation with INDOT RR staff										
Initial Notice Phase										
Verification Phase										
Conflict Analysis Phase										
Work Plans Phase										
Agreement Phase										
Utility Construction Phase										
Fiber Conduit Detail Sheets & General Notes										
Sanitary Sewer Design - Replace segment of 3" & 6" FM (P&P)		4	15	60	2		16		42	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (X-Sect)		8	1.5				2		10	
Subtotal Utility Items		0	0	0	2	0	18	0	52	0
10. GENERAL ADMINISTRATION										
Administration of Subconsultants and Project Control (12 months @ 4 hrs/mo)										
Additional Admin of Subs and Project Control (6 months @ 12 hours/month)										
Subtotal General Administration Items		0	0	0	0	0	0	0	0	0
SUMMARY OF HOURS										
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
		61			2	0	18	0	52	0
TOTALS					2	0	18	0	52	0

SUMMARY OF ESTIMATED COSTS

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

Project Name: B-Line Extension Project
City Project Number: DES#1700735
AZTEC Project No.: INMUN1716
Date: June 1, 2022
Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	391	\$ 181.47	\$ 70,955
Senior Project Engineer	390	\$ 181.47	\$ 70,773
Project Engineer	635	\$ 155.82	\$ 98,946
Engineer/Designer	1,178	\$ 136.79	\$ 161,139
Technician/Drafter	1,413	\$ 86.14	\$ 121,716
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	4,125		\$ 530,762

Total Estimated Labor - AZTEC	\$ 530,762
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DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC	\$ 2,556
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SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 31,808
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 7,806
Snedegar Construction - Potholing	\$ 18,000

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 258,400
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Subconsultant Sub-total (Lump Sum)	\$ 358,028
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Total Estimated Contract Value	\$ 891,346
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Adrian Reid, P.E., Associate Vice President

6/1/2022

DATE

Addendum #3 Addendum Request

Task	Staff Hours						
	PM	Sr. Engineer	Engineer	Designer	Drafter	PA	
Revise Trail Alignment at B-Line/Fountain		20		60			
Revise Fountain Drive to add buffer plot		40		60			
Design Tie-ins at ex. Developments		20		60			
11th Street Storm Outfall Eval.	8	12	20				
Bridge Eval. Through detention	6	16			20		
ROW Revisions	20	40		80			
Utility Design (Water/Sewer Rele-)							
Admin for ROW Acquisition, Project Control, Subs	192						
Additional Env./Design Services, 106 consult., HPR, 4(f), Level 4 CE	40	20	30	40	80		
	266	168	50	300	100	0	0

TEAM AZTEC
B4-line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
1. DATA COLLECTION										
As-Built Plans					8		8			
Right of Way Plans					8		8			
Utility Information					8		8			
Subtotal Data Collection Items				24	0	0	24	0	0	0
2. MEETING PARTICIPATION										
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)					6	2	2			
Public Open House Meeting - 80% Completion (1 mtg @ 2 persons @ 2 hours)					4	2	2			
Utility Field Check Meetings - 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)					8	4	4			
OTS Meetings (2 meetings @ 4 persons @ 1 hour)					8	2	2			
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)					6	3	3			
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)					4	4				
Subtotal Meeting Preparation / Participation Items				36	17	13	6	0	0	0
3. SIGNING, MARKING, LIGHTING, AND MOT										
Signing and Marking Detail Sheets & General Notes		1	20		20		5		15	
Signing and Marking Plan Sheets	40	2	20		20		10		30	
Lighting Detail Sheets & General Notes		1	30		30		10		20	
Lighting Plan Sheets	20	1	30		30		20		16	
MOT General Notes Sheet		1	20		20		4		24	
MOT Detail Sheets		1	30		30		6		100	
MOT Plan Sheets & Detour Sheets	40	5	30		150		4		12	
Comment Review, Responses, & Resolution Meetings					16		4		16	
Quantities/Cost Estimate/Bid Specifications					20		20		4	
Quality Control					18		8		8	
Subtotal Signing, Marking, Lighting and MOT Items		12		374	174	2	26	35	96	215
4. ROADWAY (TRAIL & MUP) DESIGN										
Cover					0					
Develop Project Base Sheets		1	24		24				24	
General Notes/Typical Sections	20	7	6		42		24		42	
Geometric Control Sheet		1	50		50		4		16	
Detail Sheets	varies	2	40		80		20		30	
Plan Sheets (Plan & Profile)	20	6	35		110		10		40	
Plan & Profile Sheet for Intersection Improvement		2	40		80		20		20	
Cross-section Drawings		22	15		330		40		80	
Comment Review, Responses, & Resolution Meetings					16		4		8	
Quantities/Cost Estimate/Bid Specifications					20		4		8	
Quality Control					22		12		10	
Subtotal Roadway Items		45	203	934	0	34	172	322	406	0
5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
Utility Conflict Assessment/Documentation following INDOT guidelines					10		10			
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 hr.)		1	7		7		7			
Railroad coordination/Documentation with INDOT RR staff					4		4			
Initial Notice Phase					24		4		8	
Verification Phase					40		4		12	
Conflict Analysis Phase					20		4		16	
Work Plans Phase					36		6		10	
Agreement Phase					24		4		10	
Utility Construction Phase					76		6		20	
Fiber Conduit Detail Sheets & General Notes		1	24		24		4		20	
Fiber Conduit Plan & Profile Sheets		6	20		120		10		40	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (P&P)		4	15		60	2	16		42	
Sanitary Sewer Design - Replace segment of 3" & 6" FM (X-Sect)		8	1.5		12	2	2		10	
Subtotal Utility Items		19		457	2	59	18	120	258	0
6. STRUCTURAL DESIGN										
General Plan and Elevation		2	30		60		8		24	
Notes and Quantities		1	30		30		2		10	
Typical Sections and Details		1	30		30		2		10	
Comment Review, Responses, & Resolution Meetings					16		4		8	
Quantities/Cost Estimate/Bid Specifications					24		2		12	
Quality Control					8		8		8	

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

Subtotal Structural Items	4	190	0	26	60	76	28	0		
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
7. DRAINAGE DESIGN	20	7	2	14				14		
Prepare Existing Conditions Base Map		n/a	n/a							
Review Site and Identify Design Issues		n/a	n/a							
Develop overall Plan		n/a	n/a							
Identify and Design Critical Structures for Grade Review		n/a	n/a							
Identify and Design Critical Structures for Permitting		n/a	n/a							
Size Pipes/Ditches		n/a	n/a							
Storm Water Detail Sheets & General Notes		1	20	20			4	4		16
Storm Water Plan & Profile Sheets	20	6	20	120				12	30	78
Determine/Post Construction BMP Design		1	40	40				8	12	20
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a					15		10
Prepare Hydraulic Memorandum (DA Maps, Ditch Capacity, Storm Pipe Capacity)		n/a	n/a				4	5		20
Comment Review, Responses, & Resolution Meetings							2	8		12
Quantities/Cost Estimate/Bid Specifications							2	8		10
Quality Control							4	10		10
Subtotal Drainage Items		15		374	0	10	52	146	166	0

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
8. LANDSCAPING SERVICES										
Public Meeting Graphics (15% Design Completion)		n/a		38			12	10	16	
Preparation of Landscape/Trail Amenities Design Options		n/a		26			2	8	16	
Attend Formal Public Meeting (15% Design Completion)		n/a		2			2			
		n/a		0						
Public Meeting Graphics (80% Design Completion)		n/a		40			4		36	
Attend Public Outreach Meeting (80% Design Completion)		n/a		2			2			
Landscape Plan Sheets for MUP		4	12.0	48			4	4	40	
Landscape Plan Sheet for B-Line Ext.		1	40.0	40			4	4	32	
Landscape Detail Sheets		1	40.0	40			4	6	30	
Landscape Summary Sheet		1	20.0	20			4	4	16	
Comment Review, Responses, & Resolution Meetings		n/a		16			2	4	12	
Quantities/Cost Estimate/Bid Specifications		n/a		14			2	6	6	
Quality Control		n/a		14			4	4	8	
Subtotal Landscaping Items		7		300	2	0	40	46	212	0

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
9. ENVIRONMENTAL SERVICES										
Prepare Red-Flag Investigation Report				40			8	24	8	
Public Involvement Plan incl letters and public exhibits				34			30			4
Assessment of historic, properties and determination of National Register eligibility				36			12	20		4
Biological Assessment and Section 7 Consultation materials				40			32	8		
Prepare CE Level 2				46			6	20	20	
Historic Properties Report and Section 106 Consultation				60			16	24	20	
Prepare SWPPP & Rule 5 Application				80			20	20	20	20
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quality Control				8			4	4		
Subtotal Environmental Items				360	0	54	178	72	28	28

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
10. GENERAL ADMINISTRATION										
Administration of Subconsultants and Project Control (9 months @ 8 hours/month)				72			32			40
Additional Admin of Subs and Project Control (15 months @ 8 hours/month)				120			70			50
Subtotal General Administration Items				192	102	0	0	0	0	90

TOTALS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		102		3241	125	222	585	878	1313	118

3241



AZTEC Engineering Group, Inc.
501 N. 44th Street, Suite 300
Phoenix, Arizona 85008
TEL: 602.454.0402
FAX: 602.454.0403

Roy Aten
City of Bloomington
401 N. Morton St., Suite 130
P.O. Box 100
Bloomington, IN 47402

Date: 05/23/2022
Invoice No.: 171653

Project: INMUN1716

B-Line Extension and Multiuse Path

Project Manager: Adrian Reid
Professional Services for Period: April 1, 2022 to April 30, 2022

Contract Maximum:	\$	883,699.00
Previous Billings Against Maximum:	\$	834,082.83
Current Billings Against Maximum:	\$	6,173.82
Overall Percent Complete:		95%
Balance After This Invoice:	\$	43,442.35

Scope of Services Task	Contract Amount	Previous Billings	Current Billing	Percent Complete
Data Collection	\$ 3,739.68	\$ 3,739.68	\$ -	100%
Meeting Participation	\$ 6,379.02	\$ 6,379.02	\$ -	100%
Signing, Marking, Lighting, and MOT	\$ 42,186.80	\$ 42,186.80	\$ -	100%
Roadway Design	\$ 185,422.68	\$ 181,490.20	\$ 3,932.48	100%
Utility & Railroad Coordination	\$ 44,866.37	\$ 44,866.37	\$ -	100%
Structural Design	\$ 26,875.38	\$ 26,875.38	\$ -	100%
Drainage Design	\$ 44,187.92	\$ 44,187.92	\$ -	100%
Landscaping Services	\$ 31,150.15	\$ 31,150.15	\$ -	100%
Environmental Services	\$ 79,438.00	\$ 79,438.00	\$ -	100%
General Administration	\$ 58,818.28	\$ 57,826.94	\$ 991.34	100%
Direct Expenses	\$ 2,606.72	\$ 2,606.72	\$ -	100%

Subconsultants	Contract Amount	Previous Billings	Current Billing	Percent Complete	Remaining budget	Work Complete? (Y/N)
BRCJ	\$ 31,808.00	\$ 26,629.60	\$ -	84%	\$ 5,178.40	Y
Hydrogeology, Inc.	\$ 3,150.00	\$ 2,770.00	\$ -	88%	\$ 380.00	Y
Earth Exploration, Inc.	\$ 29,494.00	\$ 22,079.75	\$ -	75%	\$ 7,414.25	Y
Little River Consulting	\$ 6,660.00	\$ 6,660.00	\$ -	100%	\$ -	Y
Green 3	\$ 7,806.00	\$ 4,706.00	\$ -	60%	\$ 3,100.00	Y
Strand Associates	\$ 76,750.00	\$ 61,800.00	\$ 1,250.00	82%	\$ 13,700.00	N
Courtland Title & Escrow	\$ 8,950.00	\$ 6,505.00	\$ -	73%	\$ 2,445.00	Y
Monroe-Owen Appraisals (Appraisals)	\$ 88,240.00	\$ 88,240.00	\$ -	100%	\$ -	Y
Perry & Associates (APAs, Reviews)	\$ 46,570.00	\$ 46,570.30	\$ -	100%	\$ (0.30)	Y
Todd Taylor	\$ 40,600.00	\$ 29,375.00	\$ -	72%	\$ 11,225.00	N
Snedeker Construction	\$ 18,000.00	\$ 18,000.00	\$ -	100%	\$ -	Y
Total	\$ 883,699.00	\$ 834,082.83	\$ 6,173.82	95%	\$ 43,442.35	

\$ 261,110.00

Total Project Invoice Amount: \$ 6,173.82

G.2. Additional Scope/Fee Estimate for AZTEC Subconsultants

The revised subconsultant fee amounts and new subconsultants in Addenda #01 & 02 are as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$28,208.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$4,706.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$71,180.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$40,920.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
	SUBTOTAL	\$313,328.00

The revised subconsultant fee amounts and new subconsultants in Addendum #03 is as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$31,808.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$7,806.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$48,170.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$83,930.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
<i>Snedegar Construction</i>	<i>Potholing/Locating</i>	<i>\$18,000.00</i>
	SUBTOTAL	\$358,028.00

The revised subconsultant fees in Addendum #03 add \$44,700.00 to the base contract. **Exhibit F.4.** includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

1. \$3,600.00 in additional topographic survey for potholing layout and surveying during potholing activities.
2. Potholing and private utility locating services by Snedegar Construction in the amount of \$18,000. Services include potholing with a vactor truck, locating two private sewer force mains, and traffic control setup.
3. Inclusion of additional Archaeological Investigation services in the amount of \$3,100.00 with written findings as required by the INDOT CRO.
4. ROW Acquisition Services for additional appraisals and review appraisals for Parcel 16. Services will be performed by Monroe-Owen Appraisals and Perry & Associates for the total amount of \$20,000. The fee includes updating appraisals and reviews as needed.

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: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, **as well as \$582,161 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 Fountain Drive / North Crescent Road Corridor, improving access to the West 17th

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

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018
 End Date: ~~December 31, 2022~~ **December 31, 2024**

Financial Information:

Estimated full cost of project:	\$3,815,749 \$3,790,330
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,299,801 ¹
Consolidated TIF	\$1,804,448² \$2,276,079²

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	\$883,699 \$891,346	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Construction	\$1,800,000 \$2,231,574	Apr 2023 – Dec 2024
5	Construction Engineering	\$225,000 \$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

- Resolution History:**
- Res. 19-91 – Approval of Project Review Form
 - Res. 19-98 – Approval of Funding for Second Addendum
 - Res. 20-87 – Approval of Funding for Third Addendum
 - Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
 - Res. 22-52 – Approval of Construction Engineering Contract
 - Res. 22-53 – Approval of Funding for Fourth Addendum to Design**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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