

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
March 6, 2017
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 13, 2017
- III. EXAMINATION OF CLAIMS** –February 24, 2017 for \$148,801.83
- IV. EXAMINATION OF PAYROLL REGISTERS** –February 17, 2017 for \$27,222.14
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 17-15: Amendment of Funding Approval in Resolution 17-02 (West 17th Street (Maple to Madison) Sidewalk Project)
 - B. Resolution 17-16: Amendment of Funding Approval in Resolution 16-73 (West 2nd Street and Rolling Ridge Way Signal and Sidepath Improvements)
 - C. Resolution 17-17: Approval of Amended Project Review and Approval Form for Winslow & Henderson Multiuse Path
 - D. Resolution 17-18: Approval of Funding for Design of 2nd Street/Bloomfield Road Multimodal Safety Improvements
 - E. Resolution 17-20: Approval of Contract with BCA Environmental Consultants, LLC for a Supplemental Phase II Environmental Site Assessment on 1730 South Walnut Street
 - F. Resolution 17-21: Approval of Funding for Downtown Curb Ramp Reconstruction
 - G. Resolution 17-22: Approval of the Addendum to Agreement for Consulting Services with Anderson + Bohlander, LLC
- 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, February 6, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

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

Commissioners Absent: Kelly Smith

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, HAND; Vickie Provine, HAND, Program Manager; Bethany Emenhiser, Program Manager, HAND

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron, Assistant City Attorney; Alex Crowley, Economic & Sustainable Development (ESD), Director; Lynn Coyne, BEDC

- II. READING OF THE MINUTES** – Sue Sgambelluri made a motion to approve the minutes for February 2, 2017 and February 6, 2017. Jennie Vaughan seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – David Walter made a motion to approve the claims register for February 10, 2017 for \$475,016.23. Sue Sgambelluri seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri made a motion to approve the payroll register for February 3, 2017 for \$29,401.75. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Doris Sims reported the HUD, Community Planning and Development (CPD) representative out of Indianapolis visited the Housing & Neighborhood Development Office (HAND) to talk about CDBG and HOME expenditures. The 2017 CDBG allocation recommendations will be going to the City Council for final approval on February 15, 2017.
 - B.** Legal Report. Thomas Cameron was available to answer questions.
 - C.** Treasurer's Report. Jeff Underwood was available to answer questions. Sims reminded the commissioners they are required by State Board of Accounts to take an internal controls training. The training can be accessed on the City's website.
 - D.** CTP Update Report. Lynn Coyne distributed preliminary designs for the Dimension Mill. Coyne briefly described each slide. These preliminary designs have been approved by the Historic Preservation Commission.

VI. NEW BUSINESS

- A.** Resolution 17-13: Approval of Contract with Koorsen Fire & Security regarding the Dimension Mill. On September 6, 2016, the City of Bloomington brought the RDC a Project Review and Approval Form which sought the support of the RDC to develop the Dimension Mill for use as tech office space. The Redevelopment Commission approved the project and expressed interest that a security system be installed to help protect the Dimension Mill. Staff has negotiated an agreement with Koorsen Fire & Security, Inc. Koorsen is willing to install a security system at the Dimension Mill and provide remote monitoring of the security system for three years for an amount not to exceed \$1,839.64. The installation of the security system will involve the installation of new parts at the Dimension Mill which were not contemplated when the Dimension Mill was built, and will result in the Dimension Mill having new capabilities.

Jennie Vaughan made a motion to approve Resolution 17-13. Sue Sgambelluri seconded the motion. The board unanimously approved.

- B.** Resolution 17-14: Approval of Contract with Bledsoe Riggert Cooper James for Platting of the West Rogers Parcels within The Trades District. Thomas Cameron stated on November 21, 2016, the RDC approved a project agreement with Pedcor. They are still within their due diligence period, which will end February 28, 2017. Pedcor is purchasing the southern 1.9 acres of the West Rogers Parcels. In order for the Southern Property to be transferred to Pedcor, it is necessary to adjust the property lines of the West Rogers Parcels. Staff believes the best way to accomplish this adjustment is by platting the Southern Property, which will require assistance from a surveyor to prepare the necessary documentation. Staff has negotiated an agreement with Bledsoe Riggert Cooper James (BRCJ) platting services. BRCJ is willing to provide the necessary platting services for an amount not to exceed \$1,400.

Sue Sgambelluri made a motion to approve Resolution 17-14. David Walter seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

- A.** Neighborhood Grant Council Representative. David Walter volunteered to sit on the Neighborhood Grant Council Committee. The board unanimously agreed.
- B.** Guidelines on Public Comment. Last year, Thomas Cameron and Doris Sims worked on public comment guidelines and brought them to the Redevelopment Commission for discussion. Cameron and Sims took suggestions from the commission and continued to make revisions. Cameron briefly outlined the final guidelines and asked for commission approval. The final guidelines were included in the commission packet.

Sue Sgambelluri made a motion to approve the guidelines on public comment. Mary Alice Rickert seconded the motion. The board unanimously approved. Sue Sgambelluri asked that the guidelines have an “approved on date” stamp.

Doris Sims stated the next meeting date will be March 6, 2017.

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

**17-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT
COMMISSION RESOLUTION 17-02 (WEST 17TH STREET (MAPLE TO
MADISON) SIDEWALK PROJECT)**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on April 4, 2016, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would construct a new sidewalk on the south side of 17th Street between Maple Street and Madison Street (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-12; and
- WHEREAS, pursuant to the RDC’s approval of the Form in Resolution 16-12, Staff solicited bids, evaluated those bids, and identified the bid from E & B Paving, Inc. (“E & B Paving”) for \$505,505 for the Construction of the Project as the best response (“Bid”); and
- WHEREAS, part of the Bid included the cost of sanitary sewer structures associated with the Construction (“Sanitary Sewer Structures”); and
- WHEREAS, the cost of the Sanitary Sewer Structures as set forth in the Bid was \$33,500, which City of Bloomington Utilities agreed to pay; and
- WHEREAS, in Resolution 16-31 the RDC approved \$472,005 to fund the remainder of the cost of the Construction of the Project, plus an additional 5%

(\$23,600.25) for certain change orders, with the funding approval to expire on November 30, 2016; and

WHEREAS, in Resolution 16-69, the RDC extended the expiration date of its funding approval from November 30, 2016 to April 1, 2017, to account for delays that were unexpected when the Commission approved its Resolution 16-31; and

WHEREAS, in Resolution 17-02, the RDC approved the First Change Order, which increased the RDC's funding approval for the Construction of the Project from \$472,005 to \$499,582.63, and extended the expiration date from April 1, 2017 to June 17, 2017; and

WHEREAS, City Staff and E & B Paving believe that four change items are appropriate at this time ("Second Change Order") to address:

1. Retaining Wall Revisions at a cost of Three Thousand Five Hundred Forty Eight Dollars and Twenty Two Cents (\$3,548.22); and
2. Retaining Wall Drainage at a cost of Six Thousand Five Hundred Twenty Eight Dollars and Sixty Five Cents (\$6,528.65); and
3. Additional Limestone Work on the Retaining Wall at a cost of One Thousand Twenty One Dollars and Seventeen Cents (\$1,021.17); and
4. Adding Fibermesh to the Sidewalk at a cost of One Hundred Twenty Three Dollars and Twenty Cents (\$123.20); and

WHEREAS, the Second Change Order and its supporting documentation is attached to this Resolution as Exhibit A; and

WHEREAS, the Second Change Order and its supporting documentation is attached to this Resolution as Exhibit A; and

WHEREAS, the result of the Second Change Order would be an Eleven Thousand Two Hundred Twenty One Dollar and Twenty Four Cent (\$11,221.24) increase to the RDC's portion of the Project; and

WHEREAS, the RDC has sufficient funds to pay for this increase in the Project cost; and

WHEREAS, Staff still expects that the project will be substantially completed to the satisfaction of the City and the final claims will be processed by June 17, 2017; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form ("Amended Form") that updates the expected cost of the

Construction phase of the Project, which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC amends the funding approval it made in Resolution 17-02. The RDC hereby approves payment of an amount not to exceed Five Hundred Ten Thousand Eight Hundred Three Dollars and Eighty Seven Cents (\$510,803.87) to pay for the Construction, to be payable in accordance with the terms of the Agreement. This funding approval shall replace the funding approval of an amount not to exceed Four Hundred Ninety Nine Thousand Five Hundred Eighty Two Dollars and Sixty Three Cents (\$499,582.63) found in Resolution 17-02, which in turn replaced the funding approval of an amount not to exceed Four Hundred Seventy Two Thousand Five Dollars (\$472,005) contained in Resolution 16-31 and extended in Resolution 16-69. This funding approval shall terminate on June 17, 2017. For the avoidance of doubt, Resolutions 16-31 (including the 5% change order allowance), 16-69, and 17-02 shall remain otherwise unchanged.
3. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



CHANGE ORDER

Project Name:	Change Order Number: 2	Requested By:
W. 17th Street Sidewalk Improvements Project	Date of Change Order: Friday, February 10, 2017	Owner <input checked="" type="checkbox"/>
Contractor:	Engineer's Project #:	Engineer <input type="checkbox"/>
E & B Paving, Inc.	NTP Date: Tuesday, August 09, 2016	Contractor <input type="checkbox"/>
2520 N. Industrial Drive	Allowable Calendar Days: 75 (includes holiday's)	Field <input type="checkbox"/>
Bloomington, IN 47404	Original Completion Date: Sunday, October 23, 2016	Other <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
	Retaining Wall Revisions		/	3,548.22
	Retaining Wall Drainage		/	6,528.65
	Additional Limestone Work on Retaining Wall		/	1,021.17
	Add Fibermesh to Sidewalk		/	123.20
			/	
			/	
			/	
			/	
			/	

The original Contract Sum:	\$505,505.00
The net change by previously authorized Change Orders:	\$4,895.53
The Contract Sum prior to this Change Order was:	\$510,400.53
The Contract Sum will be changed by this Change Order in the amount of:	\$11,221.24
The new Contract Sum including this Change Order will be:	\$521,621.77
The Contract Time will be changed by:	0 Calendar Day(s)
The date of Substantial Completion as of the date of this Change Order therefore is:	Monday, April 17, 2017

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation	Weddle Bros. Bldg. Group, LLC	Board of Public Works
Transportation & Traffic Engineer	CONTRACTOR	OWNER
401 North Morton Street	2520 N. Industrial Dr.	401 North Morton Street
ADDRESS	Bloomington IN,	ADDRESS
	ADDRESS	
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: *3.1.17*



Date 11/14/16

Field Change Request

Project: 17th Street Sidewalk Project

Number: 5

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Retaining Wall Revisions

Please see the attached most recent revised drawings for the installation of the retaining wall and adjoining sidewalk in front of the BBQ restaurant property. Install wall and sidewalk per drawings.

Amount: \$ 3,548.22

Contractor's Signature: *Garrett Gough*

Date: 1-20-17

Work amount accepted

Yes

No

Project Manager *Matt Smethurst*

Date: 1/25/17



E&B PAVING, Inc
World-Class Solutions at a Local Level™

2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.eb paving.com

Date 1/20/2017
Contract _____ Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #5, Retaining Wall Modification

Labor 109.05 (a)

Employee	Craft	Hrs	Total Hrs	Base Rate	Total
	Laborer	3	3	\$ 22.62	\$ 67.86
	Operator			\$ 31.30	\$ -
	Combo (Teamster/Laborer)			\$ 29.01	\$ -
	Foreman	5	5	\$ 33.30	\$ 166.50
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Total Labor \$ 234.86 (1)
Line 2 Deleted. ~~_____~~ (2)

Fringes

Laborers	<u>3</u>	Hrs x	\$ 12.96	=	\$ 38.88
Operators	<u>5</u>	Hrs x	\$ 19.51	=	\$ 97.55
Carpenters		Hrs x	\$ 19.48	=	\$ -

Total Fringes \$ 136.43 (3)

Worker's Compensation 10.09% x (Lines 1&2)
General Liability Insurance 4.40% x (Lines 1&2)
Line 6 Deleted ~~_____~~ x (Lines 1&2)
State Unemployment 8.00% x (Lines 1&2)
Federal Unemployment 1.50% x (Lines 1&2)
FICA 7.66% x (Lines 1&2)

\$ 23.65 (4)
\$ 10.31 (5)
~~_____~~ (6)
\$ 18.75 (7)
\$ 3.52 (8)
\$ 17.93 (9)

Travel Allowance or Subsistence (Note #3)

\$ - (10)

Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10

\$ 444.94 (11)

20% x Line (11)

\$ 88.99 (12)

Grand Total Labor Lines (11) + (12)

\$ 533.93 (13)

Insurance

Taxes

Total: Line (14) + (15)

\$ - (14)

10% x Line (16)

\$ - (15)

Grand Total for Insurance, Taxes: Line (16) + (17)

\$ - (16)
\$ - (17)
\$ - (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
			\$ -			\$ -
		ton	\$ -			\$ -
		ea	\$ -			\$ -
						\$ -

Attach Copies of Invoices

Total Materials

\$ - (19)

10% x Line (19)

\$ - (20)

Grand Total Materials Line (19) + (20)

\$ - (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs	Total Hours	Kelley Blue Book			Total
			Ownership Rate	Operating Rate	Total Rate/Hr	
Cat Backhoe			\$ 17.31	\$ 15.75	\$ 33.06	\$ -
Cat Backhoe w/Hoeram			\$ 27.31	\$ 30.75	\$ 58.06	\$ -
Bobcat Skid Steer			\$ 18.58	\$ 16.60	\$ 35.18	\$ -
Single Drum Compactors			\$ 17.83	\$ 26.40	\$ 44.33	\$ -
E&B Tandem Dump Truck			\$ 20.00	\$ 27.25	\$ 47.25	\$ -
Pickup Truck	2.5	2.5	\$ 3.44	\$ 15.95	\$ 19.39	\$ 48.48
Linkbelt Excavator			\$ 51.41	\$ 42.20	\$ 93.61	\$ -
Cat Excavator with Hoeram			\$ 69.56	\$ 54.20	\$ 123.76	\$ -
Rental Equipment	Hrs	Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 48.48 (22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ - (23)
	Fuel, Lubricants and Transportation Costs - Added In Operating Costs Above	\$ - (24)
	Total Lines (22), (23), (24)	\$ 48.48 (25)
	12% x Line (25)	\$ 5.82 (26)
	Grand Total Equipment Lines (25) + (26)	\$ 54.29 (27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate	Total
Triaxle Haul			\$ 94.00	\$ -
Lowboy Haul				\$ -
Flatbed Haul				\$ -

Total Materials	\$ - (28)
10% x Line (28)	\$ - (29)
Grand Total Materials Line (28) + (29)	\$ - (30)

Subcontracts:

Description	Quantity	Unit Price	Total Cost
Harmon Construction (Wider Footing/Additional forming costs)	1.00 ls	\$ 2,150.00	\$ 2,150.00
Bledsoe Riggert (Reconnaissance to shoot rock elevations)	1.00 ls	\$ 570.00	\$ 570.00
Bledsoe Rigger (Relay out wall based upon new design) 2 hrs	1.00 ls	\$ 240.00	\$ 240.00

Total Subcontract Month Ending	\$ 2,960.00 (31)
Total Subcontract to Date	\$ 2,960.00 (32)
10% x Line (32) \$3,000 or Less	\$ 296.00 (33)
7% x Line (32) over \$3,000	\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)	\$ 2,960.00 (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 3,548.22 (36)
	Bond Rate Based Upon Line 36	\$ - (37)
	10% x Line (37)	\$ - (38)
	Total Extra Work Lines (36), (37), (38)	\$ 3,548.22 (39)

1/20/2017

IMI Mail - RE: Retaining Wall 17th Street

**Irving
Materials, Inc.**
Group of Companies

Garrett Gough <garrett.gough@ebpaving.com>

RE: Retaining Wall 17th Street

Adam Young <AYoung@harmonconstruction.com>
To: Garrett Gough <garrett.gough@ebpaving.com>

Wed, Nov 16, 2016 at 2:40 PM

Garrett,

Please add \$ 2,150 to our original price. The additional money is for the forming of the footer on the rock. I basically is adding a crew on extra day of work.

Thanks

From: Garrett Gough [mailto:garrett.gough@ebpaving.com]
Sent: Wednesday, November 16, 2016 9:09 AM
To: Adam Young
Subject: Fwd: Retaining Wall 17th Street

Adam,

Please see attached revised plan and detail for the retaining wall on 17th Street we sent you a subcontract for. Please note that the footer is wider, but the wall is shorter. The footing will be sitting on rock. Please let me know what this does to your pricing. I am assuming it will be similar to your original quote.

Also, we are looking at wanting to pour it the week after thanksgiving. Maybe starting the middle of that week.

Garrett Gough

E&B Paving, Inc.

Estimator/Project Manager, Bloomington

Phone: (812)334-7940

Mobile: (812)592-0173



E&B PAVING, Inc
World-Class Solutions at a Local Level™

Invoice

Bledsae Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS



1351 West Tapp Road
Bloomington, IN 47403-3238

37291

Invoice Date:	Invoice #:
10/28/2016	17403

p. (812) 336-8277 / f. (812) 336-0817
Bill to:

E & B Paving
Garrett Gough
2520 W Industrial Park Dr
Bloomington IN 47404

Job Location:
17th Street Sidewalk

Description	Hours/Qty	Rate	Amount			
				Contract / Routing or P.O. Number:	Due Date:	Job #:
				35160109	11/27/2016	9206 IN
CONSTRUCTION: Site visits (2 trips) to as-built rock grades for retaining wall. Surveyor/Engineer/Designer Survey Crews	2.5 3	84.00 120.00	210.00 360.00	35160109 10506845		
Total			\$570.00			
Payments/Credits			\$0.00			
Balance Due:			\$570.00			

FED ID #85-2001345

REMOVE THIS STUB AND ENCLOSE IT WITH PAYMENT.

MAKE CHECKS PAYABLE TO: BRC/INC.
1351 W TAPP RD.
BLOOMINGTON, IN 47403

E & B Paving
Garrett Gough
2520 W Industrial Park Dr
Bloomington IN 47404

Invoice #:	Job #:	CHECK #	
17403	9206 IN	BALANCE DUE:	\$570.00
EXPIRATION DATE:	CHECK CARD USING FOR PAYMENT		
	____ VISA / ____ Mastercard / ____ Discover		
CARD NUMBER			SECURITY NUMBER:

SIGNATURE



Date 12/14/16

Field Change Request

Project: 17th Street Sidewalk Project

Number: 7

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Retaining Wall Drainage

Please install a drainage pipe from Str. 121 to the east so that the drainage from the two retaining walls can be tied into said pipe.

Amount: \$ 6,528.65

Contractor's Signature: Garrett Gough

Date: 1-20-17

Work amount accepted

Yes

No

Project Manager Matt Smotherman

Date: 1/25/17

Job 35160109
17th Street from Madison to Maple
FCR #7, Drainage Pipe from structure 121 east to drain two retaining walls

Cost Breakdown

Description	Quantity	Unit	Unit Price	Extension
Pipe/Fittings/Backfill	1	ls	\$ 883.30	\$ 883.30
Labor	1	ls	\$ 3,401.61	\$ 3,401.61
Equipment/Trucking	1	ls	\$ 2,243.74	\$ 2,243.74
				\$ 6,528.65

This is to run approximately 132' of 8" and 6" SDR 35 pipe under the sidewalk to drain the Cast In Place Retaining Wall at Smoking Jacks.



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Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.eb paving.com

Date 1/19/2017
Contract _____ Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #7, Retaining Wall Drainage

Labor 109.05 (a)

Employee	Craft	Hrs	Total Hrs	Base Rate	Total
	Laborer	10	10	\$ 22.62	\$ 226.20
	Operator	20	20	\$ 31.30	\$ 626.00
	Combo (Teamster/Laborer)	10	10	\$ 29.01	\$ 290.10
	Foreman	12	12	\$ 33.30	\$ 399.60
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Total Labor \$ 1,541.90 (1)
Line 2 Deleted. ~~_____~~ (2)

Fringes

Laborers	<u>32</u>	Hrs x	\$	<u>12.96</u>	=	\$	<u>414.72</u>
Operators	<u>20</u>	Hrs x	\$	<u>19.51</u>	=	\$	<u>390.20</u>
Carpenters		Hrs x	\$	<u>19.48</u>	=	\$	<u>-</u>

Total Fringes \$ 804.92 (3)

Worker's Compensation	10.09% x (Lines 1&2)	\$	155.58	(4)
General Liability Insurance	4.40% x (Lines 1&2)	\$	67.84	(5)
Line 6 Deleted	_____ x (Lines 1&2)	\$	_____	(6)
Slate Unemployment	8.00% x (Lines 1&2)	\$	123.35	(7)
Federal Unemployment	1.50% x (Lines 1&2)	\$	23.13	(8)
FICA	7.65% x (Lines 1&2)	\$	117.96	(9)
Travel Allowance or Subsistence (Note #3)		\$	-	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		\$	2,834.68	(11)
20% x Line (11)		\$	566.94	(12)
Grand Total Labor Lines (11) + (12)		\$	3,401.61	(13)

Insurance

Taxes		\$	-	(14)
Total: Line (14) + (15)		\$	-	(16)
10% x Line (16)		\$	-	(17)
Grand Total for Insurance, Taxes: Line (16) + (17)		\$	-	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
8" SDR 35 Pipe	56	lft	\$ 2.78			\$ 155.68
6" SDR 35 Pipe	84	lft	\$ 1.55			\$ 130.20
8x6 Reducer	1	ea	\$ 35.44			\$ 35.44
6" Elbow	2	ea	\$ 10.68			\$ 21.36
8" Elbow	2	ea	\$ 29.88			\$ 59.76
8x4 Twy	2	ea	\$ 40.51			\$ 81.02
			\$ -			\$ -
#11 Stone	40	ton	\$ 8.00			\$ 320.00

		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices	Total Materials	\$	803.46	(19)
	10% x Line (19)	\$	80.35	(20)
	Grand Total Materials Line (19) + (20)	\$	883.81	(21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs	Total Hours	Kelley Blue Book			Total
			Ownership Rate	Operating Rate	Total Rate/Hr	
Cat Backhoe	10	10	\$ 17.31	\$ 15.75	\$ 33.06	\$ 330.60
Cat Backhoe w/Hoeram			\$ 27.31	\$ 30.75	\$ 58.06	\$ -
Bobcat Skid Steer			\$ 18.58	\$ 16.60	\$ 35.18	\$ -
Single Drum Compactors			\$ 17.93	\$ 26.40	\$ 44.33	\$ -
E&B Tandem Dump Truck	5	5	\$ 20.00	\$ 27.25	\$ 47.25	\$ 236.25
Pickup Truck	5	2	\$ 3.44	\$ 15.95	\$ 19.39	\$ 38.78
Linkbelt Excavator	10	10	\$ 51.41	\$ 42.20	\$ 93.61	\$ 936.10
Cat Excavator with Hoeram			\$ 69.56	\$ 54.20	\$ 123.76	\$ -
Rental Equipment	Hrs	Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$	1,541.73	(22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$	-	(23)
	Fuel, Lubricants and Transportation Costs - Added In Operating Costs Above	\$	-	(24)
	Total Lines (22), (23), (24)	\$	1,541.73	(25)
	12% x Line (25)	\$	185.01	(26)
	Grand Total Equipment Lines (25) + (26)	\$	1,726.74	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate	Total
Triaxle Haul		5	\$ 94.00	\$ 470.00
Lowboy Haul				\$ -
Fiatbed Haul				\$ -

Total Materials	\$	470.00	(28)
10% x Line (28)	\$	47.00	(29)
Grand Total Materials Line (28) + (29)	\$	517.00	(30)

Subcontracts:

Description	Quantity	Unit Price	Total Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

Total Subcontract Month Ending	\$	-	(31)
Total Subcontract to Date	\$	-	(32)
10% x Line (32) \$3,000 or Less	\$	-	(33)
7% x Line (32) over \$3,000	\$	-	(34)
Grand Total Subcontract Lines (32), (33), (34)	\$	-	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$	6,529.16	(36)
	Bond Rate Based Upon Line 36	\$	-	(37)
	10% x Line (37)	\$	-	(38)
	Total Extra Work Lines (36), (37), (38)	\$	6,529.16	(39)



E&B PAVING Inc
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Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 1/19/2017
Contract _____ Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #7, Retaining Wall Drainage

Labor 109.05 (a)

Employee	Craft	Hrs	Total Hrs	Base Rate	Total
	Laborer	10	10	\$ 22.62	\$ 226.20
	Operator	20	20	\$ 31.30	\$ 626.00
	Combo (Teamster/Laborer)	10	10	\$ 29.01	\$ 290.10
	Foreman	12	12	\$ 33.30	\$ 399.60
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Total Labor \$ 1,541.90 (1)
Line 2 Deleted. ~~_____~~ (2)

Fringes

Laborers	<u>32</u>	Hrs x	\$ <u>12.96</u>	=	\$ <u>414.72</u>
Operators	<u>20</u>	Hrs x	\$ <u>19.51</u>	=	\$ <u>390.20</u>
Carpenters		Hrs x	\$ <u>19.48</u>	=	\$ <u>-</u>

Total Fringes \$ 804.92 (3)

Worker's Compensation	<u>10.09%</u> x (Lines 1&2)	\$ <u>155.58</u> (4)
General Liability Insurance	<u>4.40%</u> x (Lines 1&2)	\$ <u>67.84</u> (5)
Line 6 Deleted	_____ x (Lines 1&2)	_____ (6)
State Unemployment	<u>8.00%</u> x (Lines 1&2)	\$ <u>123.35</u> (7)
Federal Unemployment	<u>1.50%</u> x (Lines 1&2)	\$ <u>23.13</u> (8)
FICA	<u>7.65%</u> x (Lines 1&2)	\$ <u>117.96</u> (9)
Travel Allowance or Subsistence (Note #3)		\$ <u>-</u> (10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		\$ <u>2,834.68</u> (11)
20% x Line (11)		\$ <u>566.94</u> (12)
Grand Total Labor Lines (11) + (12)		\$ <u>3,401.61</u> (13)

Insurance Taxes

Total: Line (14) + (15)	\$ <u>-</u> (16)
10% x Line (16)	\$ <u>-</u> (17)
Grand Total for Insurance, Taxes: Line (16) + (17)	\$ <u>-</u> (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
			\$ -			\$ -
		ton	\$ -			\$ -
		ea	\$ -			\$ -
						\$ -

Attach Copies of Invoices	Total Materials	\$ <u>-</u> (19)
	10% x Line (19)	\$ <u>-</u> (20)
	Grand Total Materials Line (19) + (20)	\$ <u>-</u> (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs	Total Hours	Kelley Blue Book			Total
			Ownership Rate	Operating Rate	Total Rate/Hr	
Cat Backhoe	10	10	\$ 17.31	\$ 15.75	\$ 33.06	\$ 330.60
Cat Backhoe w/Hoeram			\$ 27.31	\$ 30.75	\$ 58.06	\$ -
Bobcat Skid Steer			\$ 18.58	\$ 16.60	\$ 35.18	\$ -
Single Drum Compactors			\$ 17.93	\$ 26.40	\$ 44.33	\$ -
E&B Tandem Dump Truck	5	5	\$ 20.00	\$ 27.25	\$ 47.25	\$ 236.25
Pickup Truck	5	2	\$ 3.44	\$ 15.95	\$ 19.39	\$ 38.78
Linkbelt Excavator	10	10	\$ 51.41	\$ 42.20	\$ 93.61	\$ 936.10
Cat Excavator with Hoeram			\$ 69.56	\$ 54.20	\$ 123.76	\$ -
Rental Equipment	Hrs	Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 1,541.73 (22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ - (23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ - (24)
	Total Lines (22), (23), (24)	\$ 1,541.73 (25)
	12% x Line (25)	\$ 185.01 (26)
	Grand Total Equipment Lines (25) + (26)	\$ 1,726.74 (27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate	Total
Triaxle Haul		5	\$ 94.00	\$ 470.00
Lowboy Haul				\$ -
Flatbed Haul				\$ -

Total Materials	\$ 470.00 (28)
10% x Line (28)	\$ 47.00 (29)
Grand Total Materials Line (28) + (29)	\$ 517.00 (30)

Subcontracts:

Description	Quantity	Unit Price	Total Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

Total Subcontract Month Ending	\$ - (31)
Total Subcontract to Date	\$ - (32)
10% x Line (32) \$3,000 or Less	\$ - (33)
7% x Line (32) over \$3,000	\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)	\$ - (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 5,645.35 (36)
	Bond Rate Based Upon Line 36	\$ - (37)
	10% x Line (37)	\$ - (38)
	Total Extra Work Lines (36), (37), (38)	\$ 5,645.35 (39)



Date 2/16/2017

Field Change Request

Project: 17th Street Sidewalk Project

Number: 10

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Please provide a quote for wrapping the ends of the retaining wall in front of Smokin Jacks with limestone veneer.

Amount: \$ 1,021.17

Contractor's Signature: Garrett Gough

Date: 2-16-17

Work amount accepted

Yes

No

Project Manager: Matt Smethurst

Date: 2/24/17



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2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.eb paving.com

Date 2/16/2017
Contract _____ Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #10, Wrap Ends of Retaining Wall with Limestone

Labor 109.05 (a)

Employee	Craft	Hrs	Total Hrs	Base Rate	Total
	Laborer	2	2	\$ 22.62	\$ 45.24
	Operator			\$ 31.30	\$ -
	Combo (Teamster/Laborer)			\$ 29.01	\$ -
	Foreman	2	2	\$ 33.30	\$ 66.60
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Total Labor \$ 111.84 (1)
Line 2 Deleted. ~~_____~~ (2)

Fringes

Laborers	<u>2</u>	Hrs x	\$	<u>12.96</u>	=	\$	<u>25.92</u>
Operators	<u>2</u>	Hrs x	\$	<u>19.51</u>	=	\$	<u>39.02</u>
Carpenters		Hrs x	\$	<u>19.48</u>	=	\$	<u>-</u>

Total Fringes	\$	<u>64.94</u>	(3)
	\$	<u>11.28</u>	(4)
	\$	<u>4.92</u>	(5)
	_____	_____	(6)
	\$	<u>8.95</u>	(7)
	\$	<u>1.68</u>	(8)
	\$	<u>8.66</u>	(9)
	\$	<u>-</u>	(10)
	\$	<u>212.17</u>	(11)
	\$	<u>42.43</u>	(12)
	\$	<u>254.60</u>	(13)

Worker's Compensation 10.09% x (Lines 1&2)
General Liability Insurance 4.40% x (Lines 1&2)
Line 6 Deleted ~~_____~~ x (Lines 1&2)
State Unemployment 8.00% x (Lines 1&2)
Federal Unemployment 1.60% x (Lines 1&2)
FICA 7.65% x (Lines 1&2)

Travel Allowance or Subsistence (Note #3)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10
20% x Line (11)
Grand Total Labor Lines (11) + (12)

Insurance Taxes

Total: Line (14) + (15)	\$	<u>-</u>	(14)
10% x Line (16)	\$	<u>-</u>	(15)
Grand Total for Insurance, Taxes: Line (16) + (17)	\$	<u>-</u>	(16)
	\$	<u>-</u>	(17)
	\$	<u>-</u>	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight	Total
			\$ -			\$ -
		ton	\$ -			\$ -
		ea	\$ -			\$ -
			\$ -			\$ -

Attach Copies of Invoices
Total Materials \$ - (19)
10% x Line (19) \$ - (20)
Grand Total Materials Line (19) + (20) \$ - (21)

Equipment 109.05 (d)					Kelley Blue Book			
Contractor-Owned Equipment	Hrs			Total Hours	Ownership Rate	Operating Rate	Total Rate/Hr	Total
Cat Backhoe					\$ 17.31	\$ 15.75	\$ 33.06	\$ -
Cat Backhoe w/Hoeram					\$ 27.31	\$ 30.75	\$ 58.06	\$ -
Bobcat Skld Steer					\$ 18.68	\$ 16.60	\$ 35.18	\$ -
Single Drum Compactors					\$ 17.93	\$ 26.40	\$ 44.33	\$ -
E&B Tandem Dump Truck					\$ 20.00	\$ 27.25	\$ 47.25	\$ -
Pickup Truck	1.5			1.5	\$ 3.44	\$ 15.95	\$ 19.39	\$ 29.09
Linkbelt Excavator					\$ 51.41	\$ 42.20	\$ 93.61	\$ -
Cat Excavator with Hoeram					\$ 69.56	\$ 64.20	\$ 123.76	\$ -
Rental Equipment	Hrs			Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ 29.09 (22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ - (23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ - (24)
	Total Lines (22), (23), (24)	\$ 29.09 (25)
	12% x Line (25)	\$ 3.49 (26)
	Grand Total Equipment Lines (25) + (26)	\$ 32.58 (27)

Haul 109.05					Total
Company	Hauls	Hr/Haul	Rate		
Triaxle Haul			\$ 94.00		\$ -
Lowboy Haul					\$ -
Flatbed Haul					\$ -

Total Materials	\$ - (28)
10% x Line (28)	\$ - (29)
Grand Total Materials Line (28) + (29)	\$ - (30)

Subcontracts:					Total Cost
Description	Quantity	Unit Price			
Rock Solid Masonry (Rework Limestone) See attached	1.00 ls	\$ 734.00			\$ 734.00
		\$ -			\$ -
	ls	\$ -			\$ -

Total Subcontract Month Ending	\$ 734.00 (31)
Total Subcontract to Date	\$ 734.00 (32)
10% x Line (32) \$3,000 or Less	\$ 73.40 (33)
7% x Line (32) over \$3,000	\$ - (34)
Grand Total Subcontract Lines (32), (33), (34)	\$ 734.00 (35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 1,021.17 (36)
	Bond Rate Based Upon Line 36	\$ - (37)
	10% x Line (37)	\$ - (38)
	Total Extra Work Lines (36), (37), (38)	\$ 1,021.17 (39)

Rock Solid Masonry, LLC

5069 Production Drive
Bloomington, Indiana 47403
(812) 824-9238 Fax (812) 824-6616

February 9, 2017

Mr. Garrett Gough
E&B Paving, Inc.
2520 West Industrial Park Drive
Bloomington, Indiana 47404
Cell (812) 592-0173

RE: 17th Street Sidewalk Reconstruction – Bloomington, Indiana

Garrett,

Please find below our quotation to provide veneer at the wall ends as discussed.

Added Materials & Equipment:

4" Concrete CMU 3EA @ \$1.35	\$ 4.05
Mortar 1SX @ \$10.50	\$ 10.50
Sand .14T @ \$25.00	\$ 3.50
Stainless Veneer Ties & Fastener 7Sets @ \$1.75	\$ 12.25
Added Labor: Mason Foreman – 0MH @ \$46.60	\$ 000.00
Masons – 8MH @ \$45.50	\$ 364.00
Hodcarrier Foreman – 0MH @ \$43.00	\$ 000.00
Hodcarrier – 4MH @ \$41.70	\$ 166.80
Project Manager – 2MH @ \$38.50	\$ 77.00
Sub-Total	\$ 638.10
15% Overhead & Profit	\$ 95.72
Additional Bond	\$ 0.00
Sub-Total	\$ 733.82
Universal Rounding	\$ 0.18
Total This Change	\$ 734.00

Respectfully Submitted,



Greg L. Whaley
Chief Estimator/Projects Manager
Rock Solid Masonry, LLC



Date 2/16/2017

Field Change Request

Project: 17th Street Sidewalk Project

Number: 11

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Please provide a quote for including fibermesh in the concrete sidewalk in front of Smoking Jacks.

Amount: \$ 123.20

Contractor's Signature: Garrett Gough

Date: 2-18-17

Work amount accepted

Yes

No

Project Manager Matt Smethurst

Date: 2/24/17



E&B PAVING, Inc
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2520 W. Industrial Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 2/16/2017
Contract _____ Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #11, Wrap Ends of Retaining Wall with Limestone

Labor 109.05 (a)

Employee	Craft	Hrs					Total Hrs	Base Rate	Total
	Laborer							\$ 22.62	\$ -
	Operator							\$ 31.30	\$ -
	Combo (Teamster/Laborer)							\$ 29.01	\$ -
	Foreman							\$ 33.30	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -
								\$ -	\$ -

Total Labor \$ - (1)
Line 2 Deleted. ~~\$ -~~ (2)

Fringes
Laborers _____ Hrs x \$ 12.98 = \$ -
Operators _____ Hrs x \$ 19.51 = \$ -
Carpenters _____ Hrs x \$ 19.48 = \$ -

Total Fringes \$ - (3)

Worker's Compensation 10.09% x (Lines 1&2) \$ - (4)
General Liability Insurance 4.40% x (Lines 1&2) \$ - (5)
Line 6 Deleted ~~_____~~ x (Lines 1&2) ~~\$ -~~ (6)
State Unemployment 8.00% x (Lines 1&2) \$ - (7)
Federal Unemployment 1.50% x (Lines 1&2) \$ - (8)
FICA 7.65% x (Lines 1&2) \$ - (9)
Travel Allowance or Subsistence (Note #3) \$ - (10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 \$ - (11)
20% x Line (11) \$ - (12)
Grand Total Labor Lines (11) + (12) \$ - (13)

Insurance _____ (14)
Taxes _____ (15)
Total: Line (14) + (15) \$ - (16)
10% x Line (16) \$ - (17)
Grand Total for Insurance, Taxes: Line (16) + (17) \$ - (18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight				Total
Add for Fiber in Concrete	16	cys	\$7						\$ 112.00
		ton	\$ -						\$ -
		ea	\$ -						\$ -
									\$ -

Attach Copies of Invoices
Total Materials \$ 112.00 (19)
10% x Line (19) \$ 11.20 (20)
Grand Total Materials Line (19) + (20) \$ 123.20 (21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs	Total Hours	Kelley Blue Book			Total
			Ownership Rate	Operating Rate	Total Rate/Hr	
Cat Backhoe			\$ 17.31	\$ 15.75	\$ 33.06	\$ -
Cat Backhoe w/Hoeram			\$ 27.31	\$ 30.75	\$ 58.06	\$ -
Bobcat Skid Steer			\$ 18.58	\$ 16.60	\$ 35.18	\$ -
Single Drum Compactors			\$ 17.93	\$ 26.40	\$ 44.33	\$ -
E&B Tandem Dump Truck			\$ 20.00	\$ 27.25	\$ 47.25	\$ -
Pickup Truck			\$ 3.44	\$ 15.95	\$ 19.39	\$ -
Linkbelt Excavator			\$ 51.41	\$ 42.20	\$ 93.61	\$ -
Cal Excavator with Hoeram			\$ 69.66	\$ 54.20	\$ 123.78	\$ -
Rental Equipment	Hrs	Invoice Number	Hours	FHWA Op. Rate	Rental Rate	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Attach Copies of Invoices	Total Contractor Owned Equipment	\$ -	(22)
	Rented Equipment (Attach Daily Copies of Invoices)	\$ -	(23)
	Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	\$ -	(24)
	Total Lines (22), (23), (24)	\$ -	(25)
	12% x Line (25)	\$ -	(26)
	Grand Total Equipment Lines (25) + (26)	\$ -	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate	Total
Triaxle Haul			\$ 94.00	\$ -
Lowboy Haul				\$ -
Flatbed Haul				\$ -

Total Materials	\$ -	(28)
10% x Line (28)	\$ -	(29)
Grand Total Materials Line (28) + (29)	\$ -	(30)

Subcontracts:

Description	Quantity	Unit Price	Total Cost
	ls	\$ -	\$ -
		\$ -	\$ -
	ls	\$ -	\$ -

Total Subcontract Month Ending	\$ -	(31)
Total Subcontract to Date	\$ -	(32)
10% x Line (32) \$3,000 or Less	\$ -	(33)
7% x Line (32) over \$3,000	\$ -	(34)
Grand Total Subcontract Lines (32), (33), (34)	\$ -	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	\$ 123.20	(36)
	Bond Rate Based Upon Line 36	\$ -	(37)
	10% x Line (37)	\$ -	(38)
	Total Extra Work Lines (36), (37), (38)	\$ 123.20	(39)

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: 17th Street Sidewalk Improvements between Maple Street and Madison Street

Project Manager: Andrew Cibor and Jeff Heerdink

Project Description:

This project will construct a new sidewalk on the south side of 17th Street between Maple Street and Madison Street. This project is a vital piece of a larger City initiative to construct a continuous pedestrian facility along the entire 17th Street corridor by connecting the following:

- Existing sidewalk east of Madison Street
- A sidewalk project that extends from Maple Street to the terminus of the 17th Street/Arlington Road/Monroe Street roundabout project whose construction funding is anticipated to be provided by a Community Development Block Grant (CDBG) later this year
- The recently constructed 17th Street/Arlington Road/Monroe Street roundabout project
- A future project between the 17th Street/Arlington Road/Monroe Street roundabout and the terminus of the future I-69 Vernal Pike to 17th Street overpass

This sidewalk project's design and right of way acquisition funding was provided by the City Council Sidewalk Committee in 2014 and 2015, respectively.

Estimated Project Timeline:

Start Date: January 2014

End Date: June 2017

Financial Information:

Estimated full cost of project:	\$699,892.02
Sources of funds:	
City Council Sidewalk Committee	\$152,520.00
Alternative Transportation	\$2,150.00
Consolidated TIF / TIF Bond Funds	\$534,404.12¹
City of Bloomington Utilities	\$10,817.90

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	\$61,325.00	January 2014 – June 2017 ²
2	Right of Way Acquisition	\$93,345.00	January 2015 – April 2016
3	Construction	\$521,621.77³	May 2016 – June 2017

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 16-12 Original Project Review and Approval Form
 16-31 Initial Construction Contract
 16-69 Extension of Funding Approval
 17-02 Approval of First Change Order to Construction Contract
 17-15 Approval of Second Change Order to Construction Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ This takes the 5% Change Order Allowance into account.

² This will extend through the construction phase to ensure engineering services are available throughout the construction process.

³ This is the amount of the Bid from E&B Paving plus the First and Second Change Orders; it does not take the Change Order Allowance into account.

17-16
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT COMMISSION
RESOLUTION 16-73 (WEST 2ND STREET AND ROLLING RIDGE WAY SIGNAL AND
SIDEPATH IMPROVEMENTS)

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

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

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

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

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

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

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

WHEREAS, the RDC has approved and amended the funding of the construction of the Project a number of times in: (1) Resolution 15-78 (which originally approved \$1,388,700 for the construction to expire September 10, 2016), (2) Resolution 15-85 (which reduced the approved amount to \$1,338,700, and did not change the expiration date), (3) Resolution 16-05 (which reduced the approved amount to \$1,326,768 and extended the expiration date to September 13, 2016 (“First Change Order”)), (4) Resolution 16-27 (which increased the approved amount to \$1,335,694 and extended the expiration date to September 14, 2016 (“Second Change Order”)), (5) Resolution 16-36 (which increased the approved amount to \$1,371,692 and extended the expiration date to October 1, 2016 (“Third Change Order” and “Fourth Change Order”)), (6) Resolution 16-53 (which extended the expiration date to November 7, 2016), (7) Resolution 16-68 (which extended the expiration date to April 1, 2017), and (8) Resolution 16-73 (which increased the approved amount to \$1,377,927 (“Fifth Change Order”)); and

WHEREAS, City Staff and Weddle Bros. Building Group, LLC believe that two additional change items are appropriate at this time (“Sixth Change Order”) to increase the amount of concrete curb at a cost of Three Thousand Four Hundred Thirty Dollars (\$3,430), and to remove additional foundation at a cost of Two Thousand Five Hundred Twenty One Dollars (\$2,521); and

WHEREAS, these change items are Items 1 and 2 on Exhibit A, which is attached to this Resolution; and

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

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC amends the funding approval it made in Resolution 16-73. The RDC hereby approves payment of an amount not to exceed \$1,383,878 from the Consolidated TIF (Fund 439-15-159001-53990) for the Construction of the Project, to be payable pursuant to the terms of the Contract. This funding approval shall replace the funding approval of an amount not to exceed \$1,377,927 contained in Resolution 16-73. This funding approval shall still terminate on April 1, 2017. For the avoidance of doubt, Resolutions 15-78, 15-85, 16-05, 16-27, 16-36, 16-53, 16-68 and 16-73 shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



CHANGE ORDER

Project Name:
West Bloomfield Road Sidepath, Intersection,
and Signal Improvements Project

Change Order Number: 4

Date of Change Order:

Contractor:

Engineer's Project #:

Weddle Bros. Building Group, LLC
2182 W. Industrial Park Drive
Bloomington, IN 47404

NTP Date: Monday, November 09, 2015
Allowable Calendar Days: 180 (includes holiday's)
Previous Completion Date: Thursday, September 22, 2016

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional Concrete Curb		/	3,430.00
2	Foundation Removal		/	2,521.00
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$1,338,700.00
The net change by previously authorized Change Orders:	\$39,227.00
The Contract Sum prior to this Change Order was:	\$1,377,927.00
The Contract Sum will be changed by this Change Order in the amount of:	\$5,951.00
 The new Contract Sum including this Change Order will be:	 \$1,383,878.00
The Contract Time will be changed by:	1 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Friday, September 23, 2016

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>Planning & Transportation</u> ENGINEER	<u>Weddle Bros. Bldg. Group, LLC</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
401 North Morton Street ADDRESS	2182 W. Industrial Park Dr. Bloomington, IN ADDRESS	401 North Morton Street ADDRESS
Andrew Cibor TYPED / PRINTED NAME	_____ TYPED / PRINTED NAME	Kyla Cox Deckard TYPED / PRINTED NAME
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 3.1.17



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

January 19, 2017

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

**RE: 6086 West Bloomfield Road Sidepath, Intersection & Signal Improvements Project
PCO #019**

Dear Mr. Smethurst,

We have finalized gathering all the required quotations for PCO Number **019** for the following extra work: **Foundation Removal and Haul Off, Excavate/Form/Pour 20" Curb @ Unit Price**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra direct costs.

Item	Description	Amount Proposed	Contractor
001	WBBG Labor	\$1,169.20	Weddle Bros. Building Group, LLC
002	WBBG Material	\$285.08	Weddle Bros. Building Group, LLC
003	Equipment	\$700.00	Weddle Bros. Building Group, LLC
004	Concrete Curb 20"	\$3,430.00	Weddle Bros. Building Group, LLC
005	Mark Up	\$366.72	Weddle Bros. Building Group, LLC

Total Amount \$5,951.00

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

Sincerely,
Weddle Bros. Building Group, LLC


Scott Lentz
Project Manager

PCO Pricing Sheet

PCO #: 019

Project: West Bloomfield Road Sidepath
The City of Bloomington
Planning and Transportation Department
P.O. Box 100

Class	Hourly Labor Rates:	
SUP	Field Superintendent	\$56.25
CARP F	Carpenter Foreman Rate:	\$49.01
CARP	Carpenter Rate:	\$47.26
LAB F	Laborer Foreman Rate:	\$44.48
LAB	Laborer Rate:	\$43.48
OPER F	Operator Foreman Rate:	
OPER	Operator Rate:	\$59.19

Description: Foundation Removal and haul off
Excavate/Form/Pour 20" Curb @ Unit Price

Date: 12/8/2016

DESCRIPTION	Quantity	Class	Quantity	Unit	Rate	Extension	Totals
LABOR:							
Operator	1	OPER	8	HR	\$59.19	\$473.52	
Laborer	1	LAB	16	HR	\$43.48	\$695.68	
						Labor Subtotal	\$1,169.20
	Quantity	Unit	Quantity	Unit	Rate	Extension	
MATERIAL:							
Top Soil	1	LD	1	EA	\$250.00	\$250.00	
small tools (3% of Weddle Bros. Labor)	1	Is	1	Is	3%	\$35.08	
						Mat'l Subtotal	\$285.08
	Quantity	Type	Quantity	Unit	Rate	Extension	
EQUIPMENT: (rates include fuel)							
PC88 Excavator	1	HR	4	HR	\$95.00	\$380.00	
Skid Steer Loader	1	HR	4	HR	\$80.00	\$320.00	
						Equip. Subtotal	\$700.00
	Quantity	Unit	Quantity	Unit	Rate	Extension	
UNIT PRICE WORK:							
Concrete Curb, 20"			140	LF	\$24.50	\$3,430.00	
						P.O. Subtotal	\$3,430.00
						Total	
SUBCONTRACTORS:							
						Sub Subtotal	
						Total Prior to Markup	\$5,584.28
Mark Up on Labor						10.00%	\$116.92
Mark Up on Material						10.00%	\$138.31
Mark Up on Equipment						10.00%	\$52.50
Mark Up on Sub Work						5.00%	
Bond						1.00%	\$58.92
1	Additional Contract Days Required For This Change						
1	Additional Work Days Required For This Change						
						Total	\$5,950.93
						Rounded	\$5,951.00

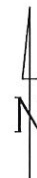
Remarks: Break up, load and haul from site existing foundations from ole gas station building at corner of AnnaLee Ln and 2nd St. after building was moved from site
Excavate, form, pour and finish 20" curb along path west of AnnaLee Ln.



By: smethurm
29 Feb 16



For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation



Scale: 1" = 800'

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

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

Project Manager: Matt Smethurst

Project Description:

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

Project Timeline:

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

End Date: April 1, 2017 (completion of construction)

Financial Information:

Estimated full cost of project:	\$2,641,789
Sources of funds:	Consolidated TIF (Adams Crossing portion)

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

Step	Description	Estimated Cost	Timeline
1	Intersection, Traffic Signal, and Sidewalk Design	\$447,800	April 2014 to April 2015
2	Right of Way Acquisition	\$741,176	October 2012 to April 2015
3	Water Vault Design	\$2,000	June 2015 to August 2015
4	Construction	\$1,450,813 ²	October 2015 through April 1, 2017

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 10-11 Original Funding Approval (\$1,614,548.40)
 15-15 Establishing Expiration Date for Resolution 10-11
 15-28 Original Project Review and Approval Form; Funding for Water Vault Design (\$2,000)
 15-78 Approval of Funding for Construction (\$1,388,700)
 15-85 Modification of Funding for Construction (\$1,338,700)
 15-93 Modification of Funding in Resolution 10-11 (to \$1,203,402.88)
 16-05 Approval of First Change Order
 16-27 Approval of Second Change Order
 16-36 Approval of Third and Fourth Change Orders
 16-53 Extension of Funding for Construction
 16-68 Extension of Funding for Construction
 16-73 Approval of Fifth Change Order
 17-16 Approval of Sixth Change Order

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

² This includes construction costs (\$1,383,878) and the change orders (which collectively do not exceed 5% of the original contract price, or \$66,935) that the Director of Planning & Transportation may approve in this project pursuant to Resolution 15-78.

17-17
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM FOR WINSLOW
& HENDERSON MULTIUSE PATH AND INTERSECTION IMPROVEMENTS**

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Thomson/Walnut Winslow economic development area (the “Thomson TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

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

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

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

WHEREAS, on March 7, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and

WHEREAS, the Project is located within—and serves—the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 16-06; and

WHEREAS, the RDC approved funding for Preliminary Engineering for the Project in Resolution 16-18; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the full cost of the Project based upon a new estimate of the cost of Right of Way Acquisition; and

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The expenditure of funds are not authorized by this Resolution. (This does not change any authorization for the expenditure of funds regarding this Project in a separate Resolution, including Resolution 16-18.) Right of way acquisition shall be handled on a reimbursement basis. Once actual costs for right of way acquisition have been incurred by the City, Staff may submit a reimbursement request to the Redevelopment Commission, which will be considered at the next regular meeting of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

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: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper

Project Description:

This project will construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements for East Winslow Road at South Walnut Street Pike. A map depicting the location of this project is attached. This project may also include short sidewalk sections to connect to adjacent facilities.

The bicycle and pedestrian facilities included in this project will provide numerous connections between residents, businesses, transit routes, and other existing transportation infrastructure. The intersection improvements are proposed in order to enhance safety at a location that has experienced 18 right angle crashes within a 5 year period.

Furthermore, this project will support an application for Low Income Housing Tax Credits by demonstrating a public infrastructure commitment within 0.25 miles of the housing site. The Low Income Housing Tax Credits would be used to construct Crawford Apartments II, which would be adjacent to the proposed multiuse path on South Henderson Street.

The project is expected to take three steps. First, the proposed improvements will be analyzed and designed. Second, any necessary right of way will be purchased. Third, the improvements will be constructed.

There is some sidewalk infrastructure currently in place along East Winslow Road and South Henderson Road. It is expected that this existing sidewalk infrastructure will be completely removed and that the new multiuse paths will be constructed in its place. Accordingly, this project is more akin to new construction than the improvement of existing infrastructure.

To the extent this is an improvement of existing infrastructure (for instance, the intersection improvements for East Winslow Road and South Walnut Street Pike), it satisfies all four factors of the TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as it will be safer.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Additionally, this is a project which would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: March 2016

End Date: December 2017

Financial Information:

Estimated full cost of project:	\$852,000
Sources of funds:	
Consolidated TIF	\$852,000

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	Timeline
1	Preliminary Engineering	\$132,000.00	March 2016 – December 2017 ¹
2	Right of Way Acquisition	\$170,000.00	March 2017 to June 2017
3	Construction	\$550,000.00	March 2017 – December 2017

¹ This will extend through the construction phase to ensure engineering services are available throughout the construction process.

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 16-06 Approval of Original Project Review and Approval Form
16-18 Preliminary Engineering Contract Approval
17-17 Amendment of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-18
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR DESIGN OF 2ND STREET / BLOOMFIELD
ROAD MULTIMODAL SAFETY IMPROVEMENTS**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on December 5, 2016, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would complete multimodal safety improvements along West 2nd Street / West Bloomfield Road (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-78; and
- WHEREAS, Resolution 16-78 identified the Consolidated TIF as a potential source of funding for the Project; and
- WHEREAS, Step 1 of the Project was identified as “Preliminary Engineering”; and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 16-78, Staff has solicited responses, evaluated those responses, and identified the response from Parsons Brinckerhoff, Inc. (“Parsons Brinckerhoff”) for \$246,986.04 for the Preliminary Engineering Services for the Project as the best response; and
- WHEREAS, Staff has negotiated an agreement with Parsons Brinckerhoff that is attached to this Resolution as Exhibit A (“Agreement”); and

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

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Hundred Forty Six Thousand Nine Hundred Eighty Six Dollars and Four Cents (\$246,986.04) to pay for the Preliminary Engineering Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2020, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 2/21, 2017 ("Effective Date") by and between the City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Parsons Brinckerhoff, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of New York.

Des. No.: 1601851

Project Description: Signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson

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 12/31/19. 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 **\$246,986.04**.

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

SECTION VI **GENERAL PROVISIONS**

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

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

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

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

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

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

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

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

7. **Compliance with Laws.**

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

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

9. **Confidentiality of LPA Information.**

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

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

11. **DBE Requirements.**

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, PE
Planning & Transportation Dept, City of Bloomington
401 N. Morton St., Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Ericka Miller, PE, PTOE
WSP | Parsons Brinckerhoff, Inc.
115 W. Washington Street, Suite 1270S
Indianapolis, IN 46204

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:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

Shelby A Swango
Signature

Shelby A Swango / Area Manager
(Print or type name and title)

Attest:

N Bolden 2/23/17
Signature

Nicole Bolden, Clerk
(Print or type name and title)

LOCAL PUBLIC AGENCY

Kyla Cox Deckard
Signature

Kyla Cox Deckard, President, Board of
(Print or type name and title) 2/21/17 Public Works

Frank Sabatine 2/23/17
Signature

Frank Sabatine, Interim Director, Dept. of
(Print or type name and title) Planning + Transportation

Philipppa M. Guthrie
Signature

John Hamilton, Mayor
(Print or type name and title)

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 2.14.17

CITY OF BLOOMINGTON
Controller
Reviewed by:
[Signature]
DATE: 2/16/17
FUND/ACCT: 439

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

SCOPE OF WORK

2nd/Bloomfield

The CONSULTANT has been selected to prepare final contract documents for a new segment of multiuse path along the north side of Bloomfield between Adams & Patterson and traffic signal replacements at the intersections of Bloomfield & Landmark and Bloomfield & Patterson. Design plans will include one signal head per lane, traffic signal backplates, pedestrian countdown indications, accessible push-buttons, and upgraded curb ramps. Some minor geometric improvements are also expected. The final contract documents will include plans, specifications and a cost estimate. The following Scope of Work outlines the key steps necessary for project development:

Task 1. Project Set-Up and Ongoing Management

Through its Business Management System (BMS), the CONSULTANT has a recognized project management and quality control system with an established series of tracking templates. It is through the BMS that the CONSULTANT manages its projects, facilitating the team's adherence to project scope, schedule and budget. The CONSULTANT's project manager, Ericka Miller, will comply with the BMS procedures by preparing a project management plan and associated documents to guide the project. This shall include a schedule and monthly reviews of project budget and expenditures.

Monthly invoices will be prepared for submittal to the LPA. Invoices will include a monthly progress report and will show percent of each task completed during the billing cycle, as well as the total percent of each task completed to date. At the LPA's request, project manager Ericka Miller will also assist with quarterly reports for the Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO) and call into quarterly tracking meetings as necessary.

Task 2. Topographic Survey Data Collection

The CONSULTANT will provide topographic survey as follows:

- intersection of Bloomfield & Landmark
 - 250' back from stop bar on west leg; 350' back from stop bar on east leg
 - 70' north/south of centerline, for 140' total width
 - 200' back from stop bar on north leg
 - 50' east/west of centerline, for 100' total width
 - 50' back from sidewalk crossing on south leg
 - Corridor width – approx. 50' width centered on driveway

- intersection of Bloomfield & Patterson
 - 250' back from stop bar on all legs
 - 100' total width, 50' from centerline
- Bloomfield Rd from Adams St to Patterson Dr
 - Will tie in with intersection above
 - Western limit should include curb ramps on the NW & SW corners of Bloomfield & Adams – survey through intersection to pick up all four ramps
 - Corridor Width
 - south side of Bloomfield - 50' from centerline
 - north side of Bloomfield - 75' from centerline

As a part of this effort, the CONSULTANT will:

- Prepare a Notice of Survey to comply with Indiana Code IC 8-23-7-26 through 8-23-7-28.
- Determine the location of monuments which may control the centerline, right-of-way lines and other boundary lines.
- Establish vertical data based on the North American Vertical Datum of 1988.
- Identify horizontal location of utilities as marked by the individual utilities through a notice sent to Indiana811. Where utilities are accessible through structures, vertical information regarding the utilities shall be shown.
- Set and reference survey centerlines in accordance with the current Indiana Design Manual.
- Prepare a field survey book that complies with INDOT requirements and include a location control route survey plat.

Task 3. Environmental Document

The following scope is based on the assumption of a Level 1 CE document (R/W less than 0.5 acre).

Field Reconnaissance: NS Services will send survey notice letters to adjacent property owners. NS Services will visit the project area and record all pertinent data necessary for the CE document.

Early Coordination & Red Flag: NS Services will send early coordination letters and appropriate graphics to pertinent agencies or persons to elicit responses for inclusion into the project commitments for the CE document. NS Services will complete an RFI report and submit to INDOT for approval.

Archaeological/Historic Architecture (Section 106): It is assumed that this project will fall under the Minor Project Programming Agreement (MPPA), requiring INDOT Cultural Resource Office (CRO) review.

A qualified professional historian will conduct a field check to document the existing conditions of the project vicinity and confirm that no unusual features contributing to the historic district would be impacted. A summary of their findings will be written and submitted to INDOT Cultural Resources Office (CRO) to obtain their concurrence. If no unusual features are identified, and INDOT, CRO concurs with the finding, Section 106 responsibilities would be concluded.

If unusual features are identified, which would invalidate the usage of the MPPA, a full Section 106 review will be required. These documents would be outside of this scope of work and would require additional fees.

Categorical Exclusion / Environmental Documentation: The CE documentation includes gathering and documenting information applicable to the scope of the project and the resulting impacts to the natural and

man-made environment. The draft CE Documents will be submitted to INDOT for review, approval and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.

Task 4. Conceptual Design

The CONSULTANT will develop preliminary design concepts for the LPA's review/approval. Per the scoping meeting held on 1/5/17, the CONSULTANT will review recently completed capacity analysis related to the project area. Synchro files will be provided to the CONSULTANT by the LPA. Final decisions regarding possible geometric changes will consider the results of the capacity analysis. Per the LPA, only existing year traffic volumes will be considered.

The following design elements will be considered:

- Multiuse path along the north side of Bloomfield between Adams & Patterson
 - 10'-width desired; 8'-width minimum (these widths assume there is a buffer between the path and the street)
 - INDOT standard pavement section will be utilized
 - Installation of curb & gutter from Plumbing Supply driveway east to Patterson
 - Potential for reduced lane widths on Bloomfield
 - Minimum lane width of 10' preferred (minimum lane width of 11' for curb lane)
 - Potential for retaining wall (cast-in-place wall with a form-liner)
- Signal upgrades – Bloomfield & Patterson and Bloomfield & Landmark
 - Explore strategies to reduce motor vehicle turning speeds and reduce pedestrian exposure. Strategies may include smaller corner radii or other geometric features.
 - Storm sewer design as necessary
 - New traffic signal controllers
 - Proprietary materials justification will likely be required for Econolite Cobalt controllers
 - One signal head per lane with backplates
 - Black mast arms and poles
 - Pedestrian countdown indications and APS push-buttons
 - Proprietary materials justification will likely be required for Polara push-buttons
 - Continental crosswalks and PROWAG-compliant curb ramps (two ramps per corner where possible)
 - Emergency vehicle preemption at the intersection of Bloomfield & Patterson
 - Proprietary materials justification will likely be required for Opticom emergency vehicle preemption

Task 5. Stage 2

After the LPA has reviewed and commented on the design concepts, the CONSULTANT will refine the design and provide preliminary plans to the LPA to include on a project website. A preliminary cost estimate will also be provided to the LPA at this stage. The Stage 2 plans and estimate will be submitted to the LPA only (not INDOT).

The CONSULTANT will schedule a preliminary field check with LPA staff, applicable utilities and INDOT representatives to review the preliminary design plans. Plans will be distributed to utility representatives in

advance of this meeting, and meeting minutes will be distributed to attendees after the meeting. After the preliminary field check, the CONSULTANT will review utility concerns and work with the utilities to determine the best means to resolve conflicts, either through redesign or utility relocation. The CONSULTANT will coordinate with the utilities to obtain work-plans for all utilities that are potentially impacted by the project.

At this stage, pavement design will be coordinated with INDOT for approval in the form of an INDOT LPA Pavement Design Request form and abbreviated proposed pavement design.

Task 6. Stage 3

After the LPA has reviewed and commented on the Stage 2 plans, the CONSULTANT will prepare Stage 3 plans and specifications, and will include applicable items from the Indiana Design Manual (IDM) 14-2.01(12). All design will be in accordance with the current IDM, the current Indiana Manual on Uniform Traffic Control Devices (IN MUTCD), and the Public Rights-of-Way Accessibility Guidelines (PROWAG). At the completion of the utility coordination effort, work-plans will be gathered, and a corresponding utility certification form will be submitted to INDOT. The CONSULTANT will submit the contract prep document to the INDOT Area Engineer and upload Stage 3 plans to ERMS for INDOT review/comment. The CONSULTANT will also provide the Stage 3 design documents to the LPA for review/comment.

The CONSULTANT will send one representative to participate in up to two meetings with property owners in Bloomington; it is assumed that these meetings will be coordinated by the LPA.

Task 7. Final Tracings

After the receipt of comments from the LPA and INDOT, the CONSULTANT will make necessary changes/updates, and a final plan set will be developed for bid. Final Tracings design documents will include applicable items from IDM 14-1.02(04).

Construction cost estimates will be based on the CONSULTANT's professional experience and judgment and shall be deemed to represent the CONSULTANT's opinion. The CONSULTANT has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, the CONSULTANT does not guarantee that proposals, bids, or the actual facility cost will be the same as the CONSULTANT's estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost.

The CONSULTANT will upload Final Tracings to ERMS for INDOT approval. The CONSULTANT will also provide the Final Tracings design documents to the LPA for reference.

Task 8. Bidding Process & Post Bid Services

The CONSULTANT will be available to answer questions related to the final contract documents; up to 20 hours of services will be provided by the CONSULTANT.

Task 9. Geotechnical Services

The CONSULTANT will obtain the necessary geotechnical data and prepare the geotechnical report.

Results/Deliverables will include:

- Geotechnical data collection and analysis
- Geotechnical Report
- Geotechnical Review of Final tracings submittal

The project will require a geotechnical investigation in accordance with the INDOT Office of Geotechnical Services 2016 INDOT Geotechnical Manual. Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within 10 feet of the ground surface. Furthermore, nearby bedrock units may be karst prone.

The investigation is anticipated to consist of the following elements:

- For Intersection Improvements at Bloomfield Rd and Patterson Dr
 - 1 Traffic Structure Cantilever Borings TS-1
 - 1 Road Boring RB-1 to Top of Rock (assumed 10 feet)
 - 2 pavement cores (1 taken at each boring location)

- For Retaining Wall on North Side of Bloomfield Rd from Adams St to Patterson Dr
 - Wall Height 6 feet with sloping backfill
 - Wall Length 550 feet
 - Retaining Wall Back Borings Every 100 feet for wall less than 20 feet high
 - RW-1, RW-3, RW-5, RW-7 with 10 foot rock core
 - RW-2, RW-4, RW-6 to top of rock

- For Intersection Improvements at Bloomfield Rd and Landmark Dr
 - 1 Traffic Structure Cantilever Borings TS-2
 - 1 Road Boring RB-2 to Top of Rock (3 SPTs) (assumed depth of 10 feet)
 - 2 pavement cores (1 taken at each boring location)

Activities will include:

- Geotechnical Scoping Meeting with INDOT Office of Geotechnical Services to coordinate geotechnical investigation.
- Coordinate selection of pavement core and test boring locations with INDOT OGS.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control on Bloomfield Rd to obtain pavement cores and soil samples.
- Obtain full depth pavement cores with base material thickness measurements and four continuous split-spoon samples through the subgrade and underlying material.
- Perform laboratory testing on soil samples including classification tests and moisture content.
- Develop geotechnical report including test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations.

Task 10. Title Research and Right-of-Way Plan Development

Per the scoping meeting held on 1/5/17, it is assumed that construction could impact up to ten (10) parcels. The CONSULTANT will perform title research on ten (10) parcels to INDOT minimum standards, for a 20-year search, which will include copies of all required documents. The CONSULTANT will provide right-of-way engineering services for the ten (10) parcels in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the ten (10) parcels in accordance with the INDOT Real Estate Division Manual (2016).

It should be noted that appraisals could begin before environmental approval is obtained if necessary, per MAP21.

Assumptions/Exclusions:

- Although the Long Range Plan shows Bloomfield as a future five-lane section, it should be noted that this project will not increase the number of motor vehicle lanes.
- It is assumed that a Level 1 CE document will suffice for this project. Additional environmental documentation can be prepared, if required by INDOT, for an additional fee, to be mutually agreed upon.
- Based on aerial review of the project area, no streams, ditches or water bodies are present; therefore, a Waters Report is not required. If necessary, a Waters Report can be developed for an additional fee, to be mutually agreed upon.
- Noise/air quality services are not included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- If this project does not fall under the MPPA, a full Section 106 can be completed for an additional fee, to be mutually agreed upon.
- It is assumed that there will be two (2) plan submittals to INDOT: Stage 3 and Final Tracings.
- It is assumed that a full pavement design report will not be required by INDOT. However, the CONSULTANT will submit a pavement design request form to INDOT that summarizes the following information:
 - Project Summary
 - Existing Conditions
 - Traffic Data
 - Proposed Patching and Pavement Treatment Options
- No traffic counts or pedestrian counts are included in this scope of work, but can be conducted for an additional fee, to be mutually agreed upon.
- The CONSULTANT will provide deliverables and interim written materials in PDF format. When the project is complete, final MicroStation files can also be provided to the LPA.
- No public meetings are included in this Scope of Work, although up to two meetings with property owners are included.
- The following services are not included in this Scope of Work, but can be provided for an additional fee, to be mutually agreed upon: Construction Engineering and Construction Inspection.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- Any existing topographic survey data related to the project area.
- Existing construction plans, if available, for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- Existing signal timing plans for traffic signals at Bloomfield & Landmark and Bloomfield & Patterson.
- The following GIS data layers (shapefiles), if available:
 - Street centerlines
 - Sidewalks
 - Right-of-Way
 - Pedestrian Facilities
 - Traffic Signal Equipment
 - Drainage Structures
 - Utilities
 - Street Lights
 - Signs
- Existing AADT on Bloomfield
- Existing peak hour turning movement counts for the following intersections:
 - Bloomfield & Patterson
 - Bloomfield & Adams
 - Bloomfield & Landmark
- Existing Synchro capacity analysis files for the following intersections:
 - Bloomfield & Patterson
 - Bloomfield & Adams
 - Bloomfield & Landmark

APPENDIX "C"

SCHEDULE:

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

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

Task 1 – Project Set-Up and Ongoing Management

Project set-up will be completed within two (2) weeks of receiving Notice to Proceed (NTP) from the LPA. Management activities will be ongoing throughout the course of the project.

Task 2 – Topographic Survey Data Collection

Topographic survey data collection will be completed within six (6) weeks of receiving NTP from the LPA, weather permitting.

Task 3 – Environmental Document

This task will be completed within eight (8) months of receiving NTP from the LPA.

Task 4 – Conceptual Design

This task will be completed within four (4) weeks of the completion of Task 2.

Task 5 – Stage 2

This task will be completed within four (4) weeks of receiving feedback on Task 4 from the LPA.

Task 6 – Stage 3

This task will be completed within eight (8) weeks of receiving feedback on Task 5 from the LPA. In order to submit Stage 3 documents by 8/24/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 2 plans by 6/29/18.

Task 7 – Final Tracings

This task will be completed within four (4) weeks of receiving feedback on Task 6 from the LPA and INDOT. In order to submit Final Tracings by 10/8/18 (to make the 1/16/19 letting date), the CONSULTANT will need to receive comments on Stage 3 documents by 9/10/18.

Task 8 – Bidding Process & Post Bid Services

This task will be completed at the client's request and within a mutually agreeable timeframe.

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$246,986.04 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:**Project Name:** 2nd Street / Bloomfield Road Multimodal Safety Improvements Project**Project Manager:** Neil Kopper**Project Description:**

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

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

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

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP), the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The

project is currently programmed to receive \$104,331 in federal funds for preliminary engineering and \$669,657 in federal funds for construction.

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

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

Project Timeline:

Start Date: January 01, 2017

End Date: September 30, 2020

Financial Information:

Estimated full cost of project:	\$1,309,986.04
Sources of funds:	
Federal Funding	\$773,988 ¹
Consolidated TIF or 2015 TIF Bond	\$535,998.04 ²

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

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$246,986.04	Jan 2017 – Sept 2020
2	Right-of-Way Acquisition	\$80,000	2018
3	Construction	\$840,000	Jan 2019 – Sept 2020
4	Construction Engineering	\$143,000	Jan 2019 – Sept 2020

TIF District: Consolidated TIF (Adams Crossing)

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

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

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-20
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT WITH BCA ENVIRONMENTAL CONSULTANTS,
LLC FOR A SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE
ASSESSMENT ON 1730 SOUTH WALNUT STREET**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the development of the Switchyard Park, and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and

WHEREAS, on September 6, 2016, the RDC issued Resolution 16-54 authorizing Staff to pursue acquisition of property along South Walnut in the immediate vicinity of Switchyard Park, including 1730 South Walnut (the “Project”); and

WHEREAS, after following the statutorily proscribed process for property acquisition, in Resolution 17-08 the RDC approved an Offer to Purchase 1730 South Walnut; and

WHEREAS, as part of the RDC’s due diligence on 1730 S. Walnut Street, it approved obtaining a Phase II Environmental Site Assessment (“Phase II”) for 1730 South Walnut; and

WHEREAS, the initial results from the Phase II recommend additional testing be performed (“Supplemental Phase II”); and

WHEREAS, pursuant to the City’s procurement process, Staff has identified BCA Environmental Consultants, LLC (“BCA”) as the best provider of the Supplemental Phase II for 1730 South Walnut; and

WHEREAS, Staff has negotiated an Agreement with BCA which is attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to the terms of Exhibit A, BCA is willing to perform the Supplemental Phase II for an amount not to exceed Nineteen Thousand One Hundred Seventy Eight Dollars (\$19,178); and

WHEREAS, the RDC has available Bond funds to pay for the Supplemental Phase II; and

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, reiterates that the Project serves the public's best interests, and finds that the acquisition of 1730 South Walnut is an appropriate use of the Bond.
2. In order to continue investigating the environmental conditions of 1730 South Walnut pursuant to Section 2.3 of the Offer to Purchase, the RDC hereby approves payment of an amount not to exceed \$19,178 from the Bond for the Supplemental Phase II described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City or the RDC's claims process. This funding authorization shall expire on April 30, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
BCA ENVIRONMENTAL CONSULTANTS, LLC
FOR
SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE ASSESSMENT**

This Agreement, entered into on this 2nd day of March, 2017, by and between the City of Bloomington (hereinafter referred to as "City"), and BCA Environmental Consultants, LLC (hereinafter referred to as "BCA"),

WITNESSETH:

WHEREAS, the City, through its Redevelopment Commission, is considering purchasing 1730 S. Walnut Street (the "Property") in order to help shape the redevelopment of the South Walnut corridor; and

WHEREAS, as part of its due diligence with respect to the Property, the Redevelopment Commission obtained: (1) a Phase 1 Environmental Site Assessment ("Phase 1") that recommended that a Phase 2 Environmental Site Assessment ("Phase 2") be completed and (2) a Phase 2 that recommended that a Supplemental Phase 2 Environmental Site Assessment ("Supplemental Phase 2") be completed, ; and

WHEREAS, BCA is qualified, willing, and able to provide the necessary Supplemental Phase 2 services for the Property.

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

Article 1. Scope of Services:

BCA will complete the following tasks at the Property to address impacts identified during the Phase 2:

1. Soil and Groundwater Probes – Install a total of six (6) additional soil probes (SP-1N, SP-1E, SP-1S, SP-1W, SP-4, and SP-5) with temporary groundwater well points at locations described below. Collect a soil sample from each probe and analyze for volatile organic compounds (VOCs) (and poly aromatic hydrocarbons (PAHs) and arsenic from SP-1N

- only). Collect a groundwater sample from each temporary well point and analyze each for VOCs (and PAHs from SP-1N, SP-1E, SP-1, SP-1W, and SP-4).
- a. SP-1N, SP-1E, SP-1S, SP-1W will be located as stepouts to the north, south, east, and west of the previous SP-1 in the northeast portion of the property on the east side of the onsite building and west of South Walnut Street.
 - b. SP-4 will be located in the City of Bloomington street right-of-way (ROW) on the east side of South Walnut Street due east of the onsite building. BCA shall obtain all necessary permits for this sample.
 - c. SP-5 will be located on the west side of the onsite building near the location of the previous SGe-2 soil gas sampling location.
2. Shallow Soil Probes – Install a total of three (3) shallow (0 to 2 feet) soil probes at locations in south and central portions of the Property, and analyze soil samples for PAHs and arsenic.
3. Soil Gas Probes – Install a total of two (2) soil gas probes (SGe-4 and SGe-5) at locations described below. Collect soil gas samples from the probes and analyze for chlorinated volatile organic compounds (CVOCs).
- a. SGe-4 will be located on the north side of the onsite building.
 - b. SGe-5 will be located on the south side of the onsite building.

BCA will summarize the observations and data generated by the field investigation, and append the summary to the Phase 2 that is currently being developed by BCA for submittal to the City of Bloomington. The report will contain a detailed explanation and documentation of sample locations and collection procedures for both the Phase 2 and the Supplemental Phase 2. The analytical data will be summarized and conclusions discussed to the extent possible. The need for additional investigation or remediation of the property will be discussed if appropriate.

BCA shall complete the services under this Agreement no later than March 20, 2017.

Article 2. Standard of Care: BCA shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to BCA and by mutual agreement between the parties, BCA will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the City: The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and the City shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The City shall pay BCA for all fees and expenses (including any authorized subcontractors) an amount not to exceed Nineteen Thousand One Hundred Seventy Eight Dollars (\$19,178).

Invoices shall be submitted monthly, and shall be based on the percent of work completed.

BCA shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to BCA within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to BCA. BCA shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay BCA for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to BCA's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by BCA in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 7. Identity of the Consultant: BCA acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of BCA. BCA thus agrees that the services to be done pursuant to this Agreement

shall be performed by BCA. BCA shall not subcontract any part of the Services without the prior written permission of the City.

The City reserves the right to reject any of BCA's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by BCA shall represent the best judgment of BCA based upon the information currently available and upon BCA's background and experience with respect to projects of this nature. It is recognized, however, that neither BCA nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, BCA cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by BCA pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of BCA will be at the City's sole risk and without liability or legal exposure to BCA. The City shall indemnify, defend, and hold harmless BCA against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by BCA will entitle BCA to additional compensation at rates to be agreed upon by the City and BCA

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by BCA and furnished to the City as part of the Services shall become the property of the City. BCA shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of BCA.

Article 11. Independent Contractor Status: During the entire term of this Agreement, BCA shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. BCA shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification: BCA shall indemnify and hold harmless the City of Bloomington, and the officers, agents and employees of the City from any and all claims, demands, damages,

costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") from BCA's performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, BCA shall maintain the following insurance in full force and effect:

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

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

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

Article 14. Conflict of Interest: BCA declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. BCA agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment: Neither the City nor BCA shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, BCA may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and BCA.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination: BCA shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, BCA shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, BCA shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. BCA is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). BCA shall sign an affidavit, attached as Exhibit A, affirming that BCA does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

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

City:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

BCA:

Joel B. Markland
BCA Environmental Consultants
7202 East 87th Street, Suite 110
Indianapolis, IN 46256

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

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

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

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

Article 26. Non-Collusion: BCA is required to certify that it has not, nor has any other member, representative, or agent of BCA, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. BCA shall sign an affidavit, attached hereto as Exhibit B, affirming that BCA has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

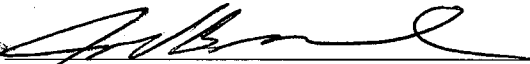
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Date

BCA ENVIRONMENTAL CONSULTANTS, LLC



Joel Markland, President

3/2/17

Date

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

E-VERIFY AFFIDAVIT

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

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

[Signature]
Signature
JOEL B MARKLAND
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joel B Markland and acknowledged the execution of the foregoing this 2 day of March, 2017.

[Signature]
Notary Public's Signature
Lakensla Renae Maxwell
Printed Name of Notary Public
My Commission Expires: March 22, 2018
County of Residence: Marion



EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 2nd day of MARCH, 2017.

BCA Environmental Consultants, LLC

By: [Signature]
PRESIDENT

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Joel B Markland and acknowledged the execution of the foregoing this 2 day of March, 20 17.

[Signature]
Notary Public's Signature

Lakensla Renae Maxwell
Printed Name of Notary Public



My Commission Expires on: March 22, 2018

**17-21
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR DOWNTOWN CURB RAMP
RECONSTRUCTION**

- 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 a redevelopment area known as the “Downtown Redevelopment Area” and
- WHEREAS, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay for local public improvements; and
- WHEREAS, on December 7, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF (“Project”) and;
- WHEREAS, the RDC approved the Form in Resolution 15-88; and
- WHEREAS, the Form identified the Consolidated TIF as the source of funds for the City’s share of the Project; and
- WHEREAS, the Form identified Step 2 of the Project as “Construction”;
- WHEREAS, on March 2, 2017, the Indiana Department of Transportation (INDOT) informed the City that Milestone Contractors LP (“Milestone Contractors”) was the apparent low bidder, with a bid amount of Five Hundred Nine Thousand Four Hundred Thirty Six Dollars (\$509,436) (“INDOT Notification”); and

WHEREAS, a copy of the INDOT Notification is attached to this Resolution as Exhibit A; and

WHEREAS, based on the federal funding available for the Project, the City's share of the construction will be One Hundred Thirty Five Thousand Two Hundred Sixteen Dollars (\$135,216) ("City Share"); and

WHEREAS, there are available funds in the Consolidated TIF to pay the City Share of the Construction of the Project; and

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

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the Construction of the Project serves the public's best interests.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Thirty Five Thousand Two Hundred Sixteen Dollars (\$135,216) to pay for the City Share of the Construction of the Project upon the receipt of an invoice from INDOT. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
3. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2017, the authorizations provided under this Resolution shall expire on December 31, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, In. 47274

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

Eric Holcomb, Governor
Joe McGuinness, Commissioner

March 2, 2017

RE: **LPA Award Recommendation Letter**

Dear Neil,

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

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

Contract #:	R-37423
Des #:	1400166
Apparent Low Bid Contractor:	Milestone Contractors LP
Apparent Low Bid Amount:	\$509,436.00
Letting Date:	3/1/2017

Local Public Agency Employee in Responsible Charge Signature

03/02/2017

Date Signed

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

Sincerely,

Karlei Metcalf

LPA Program Director
Seymour District

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:** Downtown Curb Ramps**Project Manager:** Neil Kopper**Project Description:**

This project will construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF. It is possible that the Project will seek to take advantage of efficiencies, and use other funds to construct curb ramps in the downtown area outside the boundaries of the Consolidated TIF.

The project is expected to take three steps. First, an assessment of the existing intersections within these portions of the Consolidated TIF will be completed. Second, new curb ramps will be designed, prioritizing the areas determined to be most in need of new curb ramps. Third, the curb ramps will actually be constructed.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department's TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as they will be safer and more accessible.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Additionally, this is a project which would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: December 2015
End Date: December 31, 2017

Financial Information:

Estimated full cost of project:	\$652,236
Sources of funds:	
Federal Highway Administration ¹	\$423,720
Consolidated TIF	\$228,516

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	Timeline
1	Curb Ramp Assessment and Design	\$87,800.00	January 2016 – December 2017 ²
2	Construction	\$564,436³	March – December 31, 2017

TIF District: Consolidated TIF (Downtown, Seminary, West 17th)

Resolution History: 15-88 Original Project Review and Approval Form
15-101 Approval of Design Contract
16-74 Approval of Construction Inspection Contract
17-21 Approval of Construction Funding

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 This will extend through the construction phase to ensure engineering services are available throughout the construction process.
³ This includes Construction Inspection (\$55,000) and Construction (\$509,436).

**17-22
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF THE ADDENDUM TO AGREEMENT FOR CONSULTING
SERVICES WITH ANDERSON + BOHLANDER, LLC**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) to improve the infrastructure in The Trades District “based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans” (“Project”); and
- WHEREAS, in Resolution 16-34, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) to design the Project (“2016 Agreement”); and
- WHEREAS, the 2016 Agreement provided that additional services not specified in the 2016 Agreement must be authorized in writing by the City; and
- WHEREAS, the City and Anderson + Bohlander believe it is in the best interest of the Project to add certain services to the 2016 Agreement; and
- WHEREAS, Staff has negotiated an Addendum to the 2016 Agreement (“Addendum”), which is attached to this Resolution; and
- WHEREAS, pursuant to the terms of the Addendum, Anderson + Bohlander will provide the City with the services set forth in Exhibit G to the Addendum for an amount not to exceed \$40,127 (“Additional Services”); and
- WHEREAS, there are sufficient Bond funds to pay for the Additional Services; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”), which updates the cost and timeframe of the Project, and which is attached to this Resolution as Exhibit A.

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

1. The RDC finds the Additional Services are an appropriate use of the Bond, and finds that the Additional Services serves the public's best interests.
2. The RDC notes that in Resolution 16-34 it approved a payment not to exceed \$445,234.00 from the Bond funds (Fund 975-15-150000-53990) to pay for the 2016 Agreement, and that this funding approval is set to expire on April 30, 2017, unless extended by the RDC.
3. The RDC hereby extends the funding approval in Resolution 16-34 to June 30, 2017, unless further extended by the RDC.
4. In addition to the funding authorization in Resolution 16-34, the RDC approves the payment of an amount not to exceed \$40,127 from the Bond funds for the Additional Services. This funding authorization shall begin the date of execution of the Addendum to Agreement for Consulting Services ("Addendum"), and conclude June 30, 2017, unless extended by the RDC.
5. The RDC hereby authorizes Donald Griffin to sign the Addendum with Anderson + Bohlander on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES WITH ANDERSON + BOHLANDER, LLC

This Addendum supplements the Agreement for Consulting Services with Anderson + Bohlander, LLC (“Agreement”) for the Trades District Site and Infrastructure Improvements Project in the Certified Technology Park as follows:

1. Scope of Services: Article 5 of the Agreement between the City of Bloomington (“City”) and Anderson + Bohlander, LLC (“Anderson + Bohlander”) states: “Additional services not set forth in Exhibit A . . . must be authorized in writing by the City” The City and Anderson + Bohlander believe it is in the best interest of the project to to add certain services to the Scope of Services specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit G, which is attached to this Addendum and incorporated herein.
2. Compensation: The City shall pay Anderson + Bohlander an amount not to exceed \$40,127 for the Additional Services.
3. In all other respects, the Agreement shall remain in effect as originally written.


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

CITY OF BLOOMINGTON

John Hamiton, Mayor

Date

ANDERSON + BOHLANDER, LLC



Joshua D. Anderson, Managing Principal



Jon Bohlander, Manager

03.03.17

Date

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



TO: Andrew Cibor
 City of Bloomington - Dept. of Transportation & Planning
 401 N Morton St, Suite 130
 Bloomington, IN 47404

FROM: Jon Bohlander
 Anderson + Bohlander, LLC

DATE: March 01, 2017

**RE: TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS PROJECT
 SUMMARY OF REQUEST FOR ADDITIONAL SERVICES**

TASK #1: PUBLIC ENGAGEMENT

1. At the request of the City, Anderson + Bohlander was asked to prepare presentation level graphics for use in a series of public engagement venues that was not part of the original scope of service.
2. Appendix 1 provides a detailed summary of the tasks and associated fees that have already been completed by Anderson + Bohlander for these services.
3. **TOTAL #1 FEE REQUEST: \$6,320.00**

TASK #2a: ADDITIONAL GEOTECHNICAL EVALUATION

1. Exploratory Field Activities: Upon further review and analysis of the existing site conditions, the Design Team is requesting three (3) additional soil borings for locations not originally provided in the preliminary reports provided as part of the 2014 Drainage Master Plan performed by Eagle Ridge. The locations would be for two (2) on the newly proposed centerline of 10-1/2 Street, and one (1) on Madison Street
2. Appendix 2 outlines the tasks and fees associated with this request
3. **TASK #2A FEE REQUEST: \$3,510.00**

TASK #2b: ADDITIONAL GEOTECHNICAL PAVEMENT DESIGN

4. At the direction of the City, additional roadway pavement design is required to accommodate for the direction to allow for WB-50 trucks to utilize a portion of the site that was not originally part of the project description.
5. Appendix 2 outlines the tasks and fees associated with this request
6. **TASK #2B FEE REQUEST: \$4,500.00**

TASK #3: ROGERS STREET IMPROVEMENTS

1. At the request of the City, the design team has been instructed to include additional services on Rogers Street that would provide the following
 - a. Restriping of the lanes, on-street parking, and bike lane from the existing B-Line Trail crossing to 11th Street.
 - b. Analysis, design, and documentation for adjustments to the existing roadway curb on the east side of Rogers Street between the existing B-Line Trail Crossing and 10th Street.
 - c. Analysis, design, and documentation for a new speed table, storm sewer modifications, sidewalk modifications, and future electrical services at the existing B-Line Trail crossing on Rogers Street.
2. Appendix 3A outlines the tasks and fees associated with the A+B fee request for these services
3. Appendix 3B outlines the tasks and fees associated with the CMT fee request for these services
4. **TASK #3 FEE REQUEST: \$15,060.00**

TASK #4: ADDITIONAL UTILITY EXPLORATION

1. Due to missing, or incomplete survey information, the Design Team is requesting that camera inspection services be provided for the existing storm sewer box culvert located in 10th Street, from the intersection at Morton Street, west toward the existing alley to determine the size of the structure (survey discrepancy) and invert elevations from existing roof drains (missing survey information)
2. Due to underground spatial concerns for proposed and existing utilities that are to be located within the public right-of-way on 10th Street between the exiting Showers Admin Bulding and the Solution Tree building, the Design Team is requesting additional utility pot holes be performed to verify the size, location, and depth of existing utilities in the area
3. Appendix 4 outlines the tasks and fees associated with this request
4. **TASK #4 FEE REQUEST: \$10,737 (Additional \$900 included for local permitting fees)**

TOTAL ADDITIONAL SERVICES FEE REQUEST: \$40,127.00



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204

www.andersonbohlander.com
(317) 775.4374

February 27, 2017

Andrew Cibor
City of Bloomington - Dept. of Transportation & Planning
401 N Morton St, Suite 130
Bloomington, IN 47404

Proposal for Additional Landscape Architecture services for the
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENT PROJECT

Dear Andrew,

Thank you for the opportunity to submit this proposal for additional professional landscape architectural services related to the requested Public Engagement efforts that were not included in the original scope of services.

At the request of the City, Anderson+Bohlander, LLC will provide the following additional services for a lump-sum fee adjustment to the existing contract

PRESENTATION GRAPHICS	\$4,600
<ul style="list-style-type: none"> Prepare presentation quality graphic renderings for electronic display as part of a City generated public website and a for printed display as part of two public open houses sessions to be conducted by the City Project Documentation/Support – 40 hrs \$115/hr 	
MEETINGS	\$1,200
<ul style="list-style-type: none"> Attend two (2) public open house sessions Project Design – 8 hrs \$150/hr 	
REIMBURSABLE EXPENSES	\$520
<ul style="list-style-type: none"> Provide printed presentation boards for display at public open house sessions 	
	TOTAL: \$6,320

Thank you again for your consideration on this issue, we are excited to complete these additional services in order to acquire public feedback on the status of the project to date.

Sincerely,

Jon B. Bohlander, RLA
Principal

COST ESTIMATE
Geotechnical Evaluation & Pavement Analysis
 Trades District
 Bloomington, Indiana

EXPLORATORY FIELD ACTIVITIES**TASK 2A**

Mobilization and demobilization	1 LS	\$600.00 / LS	600.00
Test boring with SPT sampling	45 ft	\$16.00 / ft	720.00
Shelby tube sampling	ea	\$65.00 / ea	
ATV-mounted equipment	1 day	\$300.00 / day	300.00
Rock coring	ft	\$32.00 / ft	
Rock core set-ups	ea	\$90.00 / ea	
Soundings	ft	\$8.00 / ft	
Pavement cores	3 ea	\$130.00 / ea	390.00
Road closure	day	\$125.00 / day	
Traffic control (flagmen)	1 day	\$800.00 / day	800.00
Boring layout, permits and utility coordination	1 LS	\$540.00 / LS	540.00
Per diem	day	\$65.00 / day	
Overnight living expense	night	\$160.00 / night	
		Subtotal	3,350.00

LABORATORY

Laboratory time would be divided as follows

Task 2A = 2 hrs

Task 2B = 1 hr

Visual soil/rock classification, moisture content and hand penetrometer readings, pavement cores	3 hr	\$80.00 / hr	240.00
Atterberg limits	ea	\$80.00 / ea	
Grain size analysis	ea	\$120.00 / ea	
Unconfined compression	ea	\$80.00 / ea	
Standard Proctor	ea	\$145.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
		Subtotal	\$240.00

ENGINEERING**TASK 2B**

Site visit to document pavement conditions at 10th	8 hr	\$115.00 / hr	920.00
Pavement analysis, updates, finalize design	1 LS	\$3,500.00 / LS	3,500.00
		Subtotal	\$4,420.00

Estimated Total \$ 8,010.00



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204

www.andersonbohlander.com
(317) 775.4374

February 27, 2017

Andrew Cibor
City of Bloomington - Dept. of Transportation & Planning
401 N Morton St, Suite 130
Bloomington, IN 47404

Proposal for Additional Landscape Architecture services for the
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENT PROJECT

Dear Andrew,

Thank you for the opportunity to submit this proposal for additional professional landscape architectural services related to the requested improvements on Rogers Street. It is our understanding that the City has requested the design team (A+B and CMT) to analyze, design, and document improvements for the following improvements on Rogers Street.

- Adjustments to the curb layout between the existing B-Line Trail crossing and the 10th Street intersection
- Restriping of the drive lanes, on-street parking, and bike lane between the existing B-Line Trail crossing and 11th Street
- Incorporation of a traffic calming speed table at the existing B-Line Trail crossing and the necessary sidewalk and landscape improvements

Anderson+Bohlander, LLC will provide the following additional services for a lump-sum fee adjustment to the existing contract

PROJECT MANAGEMENT SERVICES	\$600
<ul style="list-style-type: none"> • Coordinate with Owner and CMT on appropriate level of improvements • Project Manager – 4 hrs \$150/hr 	
CONSTRUCTION DOCUMENTATION	\$460
<ul style="list-style-type: none"> • Provide the appropriate level of design documentation and detailing required for modifications to to the associated curb ramps, sidewalks, and landscape areas • <u>Project Production/Support – 4 hrs \$115/hr</u> 	
	TOTAL: \$1,060

Thank you again for this opportunity, we are excited to work with you and your staff on this exciting project.

Sincerely,

Jon B. Bohlander, RLA
Principal

AMENDMENT OF DESIGN SERVICES**A. Change in Project Scope**

The City of Bloomington is requesting a re-striping of Rogers Street from the B-Line Trail crossing to 11th Street as part of the Trades District project. The re-striping is to conform the lane reconfiguration with new curb bump-outs on the west side of Rogers (as part of the Pedcor development). The construction scope will include grinding of the existing markings followed by placement of the new markings. No asphalt resurface work is to be included.

In addition, the curb along the east side of Rogers between the trail crossing and 10th Street will be reconstructed to create a straight transition of the east curb line of Rogers.

Finally, supplemental safety devices are to be considered at the B-Line Trail crossing. A speed table is to be added at the crosswalk with the addition of standard advance signage and pavement markings warranted for a speed table. Accommodations for a future rapid-fire flashing beacon (RFFB) will be included (specifically a call-out for future location and installation of underground conduit).

B. CMT's Original Scope of Services:

CMT's original scope of services did not include the design of any work within the Rogers Street right-of-way.

C. CMT's Amended Services

CMT will expand the coverage of its pavement marking design to include Rogers Street from just south of the B-Line Trail crossing to 11th Street. The construction detail sheets for the B-Line Plaza will be expanded to include reconstruction of the east curb line along Rogers Street adjacent to the plaza.

The design will be updated to include construction details and traffic design for the speed table and future RFFB.

D. Assumptions/Exclusions

1. Speed table crosswalk at the B-Line Trail includes speed table details and curb line detailing. Rogers Street and the B-Line Trail profiles will not be detailed.
2. Stormwater collection on the north side of the speed table B-Line crossing will be made through the addition of new inlets, which will connect to the existing storm sewer inlets along Rogers Street. The addition of an inlet at the B-Line trail, west of Rogers will likely be needed.
3. Storm sewer piping will cross underground telephone, sanitary sewer, and/or water lines. Depth of the underground telephone lines is unknown.
4. Utility coordination for accommodations for the future RFFB is excluded. Conduit for future wiring will be shown, but it's location will be assumed.
6. Stormwater detention will not be provided.
7. It is anticipated that the existing drive on the west side of Rogers, south of the B-Line, will need to be reconstructed and detailed.

8. Existing B-Line decorative paving will be removed and reset. City will provide details for pattern and pavers.
9. City will provide pavement structure for B-Line trail reconstruction.
10. Proposed crossing will be located at the same location as the existing crossing.
11. Utility coordination is excluded for the relocation of the pole on the east side of Rogers at the crossing location.
12. Topo survey, as provided by BRCJ as part of the Trades District project, will be utilized.
13. Plans will be incorporated into the Trades District project, and will not be a separate project.

E. Additional Fees:

CMT offers to complete the Amended Services as shown in the attached table.

F. Notice to Proceed

CMT will proceed after receiving a NTP from A+B for the added scope work.

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

Appendix 3B

Prep By	LNB
DATE	03/02/17

CLIENT Anderson + Bohlander
 PROJECT NAME Trades District Site & Infrastructure Improvements
 CMT JOB NO. 14701-06-01

Apprvd	CMR
DATE	03/02/17

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	PROJECT ARCHITECT MANAGER	SENIOR ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR MANAGER	ARCHITECT	ENGINEER	LAND SURVEYOR	SENIOR GIS SPECIALIST	SENIOR TECHNICIAN	TECHNICAL PLANNER	TECHNICAL MGR	TECHNICIAN II	TECHNICAL ASSISTANT	ADMIN ASSISTANT	LABOR ASSISTANT	MAN HOURS & LABOR SUMMARY	
																					TOTAL
	CURRENT YEAR 2016 HOURLY RATES	\$189.17	\$187.78	\$135.52	\$98.85					\$106.54	\$86.17	\$97.82	\$74.81	\$81.49	\$72.89	\$66.42					TOTAL
1	Rogers Street Pavement Marking/Lane Configuration Design			8	16									2							26
2	Rogers Street Resurfacing Design																				
3	B-Line Crosswalk Study																				
4	B-Line Crosswalk Speed Table Design			16	40					32				12							100
5	10th St Storm Sewer Investigation Coordination with Bloodhound			2	10																12
6																					
7																					
8																					
9																					
10																					
11																					
12																					
13																					
14																					
15																					
16																					
	TOTAL MAN HOURS			26	66					32				14							138
	SUBTOTAL - BASE LABOR EFFORT			\$3,524	\$6,524					\$3,409				\$1,141							\$14,598

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE								
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS BHUG	SUBS ADMIN	OTHER EXP	OTHER EXP											
1 Rogers Street Pavement Marking/Lane Configuration Design	\$2,829																					\$2,829
2 Rogers Street Resurfacing Design																						
3 B-Line Crosswalk Study																						
4 B-Line Crosswalk Speed Table Design	\$10,509																					\$10,509
5 10th St Storm Sewer Investigation Coordination with Bloodhound	\$1,260	\$100																			\$100	\$1,360
6																						
7																						
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
16																						
TOTALS	\$14,598	\$100																			\$100	\$14,698
TIME PERIOD OF PROJECT	2017	2018	2019	2020	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM						20%	MULTI-YEAR + OT MLTPLR & AMT									
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENT FACTOR							1.0000									
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000																	
ROUNDING																						
SUBTOTAL FEE																						
TOTAL FEE	MATH CROSS CHECK IS OK																					



Blood Hound
750 Patricks Place
Brownsburg, IN 46112

ESTIMATE

Created Date 2/17/2017
Estimate Number 32913
Region CIN

Customer	Crawford, Murphy & Tilly, Inc.	Name	Nick Batta
Billing Phone	(317) 298-4500	Phone	(317) 298-4500
Billing Address	8790 Purdue Road Indianapolis, IN 46268	Email	nbatta@cmtengr.com
Job Site Location	Bloomington Storm, 10th, Bloomington, Indiana, 47403		

Product	Quantity	Sales Price	Total Price
Main Line Sewer Cam (hourly)	6.00	\$250.00	\$1,500.00
Mob (vac TRUCK)(hourly)	2.00	\$225.00	\$450.00
Per Diem	3.00	\$175.00	\$525.00
Reporting-PACP,MACP,LACP-Rob	1.00	\$0.00	\$0.00
Sewer Cam Mob (hourly)	2.50	\$150.00	\$375.00
SUE Maint of Traff 2 (unit)	2.00	\$750.00	\$1,500.00
Supervisor VAC (hrly)	4.00	\$88.00	\$352.00
Tier 3 (hourly)	3.00	\$195.00	\$585.00
VAC TRUCK (per unit)	7.00	\$650.00	\$4,550.00
Grand Total			\$9,837.00

Scope of Work

Customer SOW .

BHUG SOW Client has requested an Estimate for the following Scope of Work:

- Blood Hound will camera inspect a culvert for the purposes of determining size and location of culvert and laterals as noted in attachment for generally one block.
- Client has provided a PDF set of prints with notes.
- Based on location, estimate does NOT include any traffic control or permitting which is not believed to be needed.
- If client believes traffic control will be needed, please contact our office for a revised estimate.
- Blood Hound will utilize a new large RX400 Crawler due to size of the pipe.

Update 02.17.2017

- Customer has requested the addition of seven (7) pot holes to this project.
- Blood Hound will provide an arrow board and flagger for traffic safety at the rate of &750.00 daily.
- 7 holes are being added at the rate of \$650.00 per hole which includes hole verification, no charge for ghost holes.

Phone #: 888-858-9830

Fax #: 888-858-9829

Email: BHI@bhug.com

Website: bhug.com



**THE OFFICIAL UNDERGROUND UTILITY LOCATING
COMPANY OF THE INDIANAPOLIS COLTS**



Blood Hound
750 Patricks Place
Brownsburg, IN 46112

Appendix 4



ESTIMATE

Created Date 2/17/2017
Estimate Number 32913
Region CIN

- A SUE Supervisor will be present.
- Locating time will be added as well to verify the holes.
- Cavities will be restored with dry, compacted native spoils and topped with concrete.
- Per a customer statement, any permit fee should be waived.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

****Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.**

****PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walkthrough has not been conducted, this may affect the price.**

WE LOOK FORWARD TO WORKING WITH YOU!

Phone #: 888-858-9830

Fax #: 888-858-9829

Email: BHI@bhug.com

Website: bhug.com



**THE OFFICIAL UNDERGROUND UTILITY LOCATING
COMPANY OF THE INDIANAPOLIS COLTS**



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: CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

Project Manager: Andrew Cibor, **Alex Crowley**

Project Description: This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
 End Date: December, 2017

Financial Information:

Estimated full cost of project:	\$9,302,759.39
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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	Timeline
1	Complete Design, Construction Documents	\$802,759.39¹	September 2014 – May 2017
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	TBD	August 2016 – December 2017
2a-b	Construction & Construction Management	\$8,500,000	June 2017 – December 2017

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History: 15-06 Approval of 2015 Design Contract
 15-13 Approval of Additional Survey Work
 15-60 Approval of Original Project Review and Approval Form
 15-75 Approval of Amended Project Review and Approval Form
 15-76 Approval of Additional Design Services (Geotechnical)
 16-34 Approval of 2016 Design Contract
 17-22 Approval of Additional Design Services

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____