

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
January 23, 2017
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 9, 2017
- III. EXAMINATION OF CLAIMS** –January 13, 2017 for \$1,525,176.64
- IV. EXAMINATION OF PAYROLL REGISTERS** –January 6, 2017 for \$29,326.92
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
Trades District Design Presentation
- VI. NEW BUSINESS**
 - A. Resolution 17-06: Approval of Addendum of the Contract between the City of Bloomington and Rundell Ernstberger Associates for the Design of the Switchyard Park Project.
 - B. Resolution 17-07: To Ratify Offer to Purchase 717 West Howe Street
 - C. Resolution 17-08: To Ratify Offer to Purchase 1730 South Walnut and Approve Contract with BCA Environmental Consultants for a Phase II Environmental Site Assessment
 - D. Resolution 17-09: Amendment of Funding Approval for Solar Installation at Bloomington Police Department and City Hall
 - E. Resolution 17-10: Approval of Funding for Design of West 17th Street (Maple to Madison) Reconstruction Project
- 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, January 9, 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, Mary Alice Rickert, Sue Sgambelluri, David Walter, and Kelly Smith

Commissioners Absent: Jennie Vaughan

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic and Sustainable Development (ESD); Andrew Cibor, Planning and Transportation, Transportation and Traffic Engineer; Joe Davis, Community Carbon Exchange; Barbara Brosher, WTIU/WFIU; Megan Banta, Herald-Times; Jimmie Dean Coffey, United Country

II. READING OF THE MINUTES – David Walter made a motion to approve the minutes from December 19, 2016 and the Memorandum of Executive Session held on January 3, 2017. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Sue Sgambelluri made a motion to approve the claims register for December 30, 2016 for \$209,366.10. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve the payroll register for December 23, 2016 for \$28,112.38. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims introduced Mary Alice Rickert as the new commission member. Sims distributed the annual conflict of interest form for the commission members to fill out and return. Sims reported The City of Bloomington along with the Council of Neighborhood Associations and IU's Division of Student Affairs are hosting an Open House/Meet & Greet on Saturday, January 14, 2017, from 2:00 to 4:00 p.m. in the Atrium of City Hall. She invited the commission members to attend.

Sims stated the Citizens Advisory Committees are meeting to review proposals submitted for Community Development Block Grant Funding. The physical improvement meeting was held last week and the social service public hearing meeting will be held Thursday, January 12, 2017. Those recommendations will be coming to the Redevelopment Commission at the February 6, 2017 meeting for approval.

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

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

D. CTP Update Report. Alex Crowley was not at the commission meeting. Doris Sims stated at the last Redevelopment Commission meeting Alex Crowley reported Mr. Joe Davis is interested in leasing the Dimension Mill or the grounds surrounding the Dimension Mill. At that meeting the commission asked for more detail about his proposal. Sims distributed the requested information to the commission. At the previous meeting the consensus of the commission was to develop a policy that relates to the leasing of commission owned real estate. Thomas Cameron is working on a policy, however it is not completed at this time.

Sgambelluri wanted to know what the next step will be. Cameron recommended establishing a policy to ensure compliance with state law before the Redevelopment Commission took any action with respect to the lease of property.

VI. NEW BUSINESS

A. Election of Officers: David Walter made a motion to continue with Don Griffin as President of the Redevelopment Commission. Mary Alice Rickert seconded the motion. The board unanimously approved.

Sue Sgambelluri nominated Jennie Vaughan for Vice-President of the Redevelopment Commission. David Walter seconded the nomination. The board unanimously approved.

Don Griffin nominated Sue Sgambelluri as Secretary of the Redevelopment Commission. David Walter seconded the nomination. The board unanimously approved.

B. Resolution 17-01: Approval of the 2017 Meeting Schedule. Sims stated the February 20, 2017 meeting date on the schedule will need to be changed. February 20, 2017 is President's Day and the City will be closed. A doodle poll will be sent out to the commissioners to reschedule the February 20, 2017 meeting date.

David Walter made a motion to approve the 2017 meeting schedule with the exception of February 20, 2017, which will be rescheduled. Sue Sgambelluri seconded the motion. The board unanimously approved.

C. Resolution 17-02: Approval of Funding for Construction of West 17th Street (Maple to Madison) Sidewalk Project. Andrew Cibor stated the previous six change orders increased the project amount by \$27,577.63 and added 171 days to the construction, which puts the completion into April. Overall the net contract with our contractor increased by \$5,000. The current change order attached to Resolution 17-02 will go to the Board of Public Works for approval next week. Cibor anticipates one more change order before the project is completed.

Sue Sgambelluri made a motion to approve Resolution 17-02. David Walter seconded the motion. The board unanimously approved.

D. Resolution 17-03: Offer to Purchase 717 West Howe Street. Dave Williams stated two independent appraisals were obtained for 717 West Howe Street. City Staff is requesting approval from the Redevelopment Commission to make an offer of \$125,000. If the offer is not accepted, City Staff will continue negotiations with the property owners. A final amount will need to be approved by the Redevelopment Commission.

David Walter made a motion to approve Resolution 17-03. Sue Sgambelluri seconded the motion. The board unanimously approved.

- E.** Resolution 17-05: Offer to Purchase 1730 South Walnut. Jeff Underwood stated two independent appraisals were obtained for 1730 South Walnut. City Staff is requesting approval from the Redevelopment Commission to make an offer of \$775,000. If the offer is not accepted, City Staff will continue negotiations with the property owners. A final amount will need to be approved by the Redevelopment Commission.

David Walter made a motion to approve Resolution 17-05. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

None.

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

17-06
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM OF THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND RUNDELL ERNSTBERGER ASSOCIATES, LLC FOR THE DESIGN OF THE SWITCHYARD PARK PROJECT

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, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would construct a new park at the site of the McDoell Switchyard (“Switchyard Park”); and

WHEREAS, the RDC approved the Form in Resolution 15-30; and

WHEREAS, pursuant to that authorization, Staff negotiated a contract for the design of Switchyard Park with Rundell Ernstberger Associates, LLC (“Rundell Ernstberger”)¹ for an amount not to exceed Two Million Four Hundred Ten Thousand Dollars (\$2,410,000) (“Design Contract”); and

WHEREAS, the RDC approved funding for the Design Contract in its Resolution 15-41; and

WHEREAS, a copy of the approved Design Contract is attached to this Resolution as Exhibit A; and

WHEREAS, Resolution 15-41 provided, “In the event that the City’s project manager finds that it is desirable to have [Rundell Ernstberger] provide additional services, as referenced in the [Design] Contract, the RDC will evaluate such a proposal at that time”; and

WHEREAS, Staff believes it is desirable for Rundell Ernstberger to provide additional design services to, among other things, include the Walnut Street entrance to Switchyard Park made possible by the acquisition of 1724 South Walnut Street, an enclosed events pavilion, performance stage, police substation, and dog park (“Additional Services”); and

¹ Rundell Ernstberger has been reorganized as a corporation.

WHEREAS, Rundell Ernstberger is willing to provide the Additional Services for an amount not to exceed Six Hundred One Thousand Three Hundred Fifty Four Dollars (\$601,354); and

WHEREAS, Staff has negotiated an Addendum to the Design Contract that is attached to this Resolution as Exhibit B (“Addendum”); and

WHEREAS, Resolution 15-41 identified the Bond as the source of funds for the Project; and

WHEREAS, the RDC has available Bond Funds to pay for the Additional Services as set forth in the Addendum; 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 the expected timeframe for completion, which is attached to this Resolution as Exhibit C; 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, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of the Bond.
3. The RDC amends the funding approval it made in Resolution 15-41. The RDC hereby approves payment of an amount not to exceed Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00) to be payable in accordance with the terms of the Design Contract as supplemented by the Addendum. This funding approval shall expire on December 31, 2020. This funding approval shall replace the funding approval of an amount not to exceed Two Million Four Hundred Ten Thousand Dollars to expire on or about May 2018 that was set forth in Resolution 15-41.

4. The RDC hereby authorizes Donald Griffin to sign the Addendum.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 21st day of July, 2015, by and between the City of Bloomington (hereinafter referred to as "CITY"), and **Rundell Ernstberger Associates, LLC**. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the CITY wishes to **complete a comprehensive construction design of the McDoel Switchyard Park property, including creation of construction documents and specifications, creation of bid documents and construction contract administration;** and

WHEREAS, the CITY requires the services of a professional design and construction consultant in order to complete schematic design, design development, construction documents, permitting and approvals, project bidding and construction administration, which shall be hereinafter referred to as "the Services";

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

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

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

Article 1. Scope of Services: Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the CITY as may be requested and desirable, including primary coordination with the Parks and Recreation Department official(s) designated by the CITY as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the CITY pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant 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 the Consultant

and by mutual agreement between the parties, the Consultant 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 Consultant shall be entitled to rely upon the accuracy and completeness of such information. The CITY shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Compensation: The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, **shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00)**. The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed only.

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

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 as set forth in Article 7 herein.

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

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

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

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

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

Article 9. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the 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, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the 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 the Consultant will be at the CITY's sole risk and without liability or legal exposure to the Consultant. The CITY shall indemnify, defend, and hold harmless the Consultant 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 the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the CITY and the Consultant.

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

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

Article 13. Indemnification: Consultant shall defend, indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission ("RDC"), and the officers, and employees of the City and the RDC from any and all damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of its professional services, including, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant, its employees, subconsultants, or anyone for whom the Consultant is legally liable, except that the above shall not apply to the sole negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to the CITY. This indemnification provision shall apply even if there is concurrent or joint negligence of the Consultant and the CITY, and even if there is active or passive negligence by either or both parties.

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, 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.

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

force and paid for, CITY shall have the right at CITY's election to forthwith terminate the Agreement.

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

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

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise CITY of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the CITY in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Verification of New Employees' Immigration Status. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board 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, the Consultant or subcontractor is liable to the City for actual damages.

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

Article 24. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

Article 25. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

CITY:

Bloomington Parks Department
Attn: Dave Williams
401 N. Morton
Bloomington, IN 47402

Consultant:

Rundell Ernstberger Associates, LLC
Kevin Osburn, RLA, ASLA
429 E. Vermont St. Suite 110
Indianapolis, Indiana 46202

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

Article 26. Intent to be Bound: The CITY and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

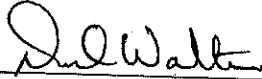
Article 27. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the CITY and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

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

REDEVELOPMENT COMMISSION

BY:

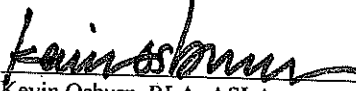


David Walter, President

Date: 7/22/15

CONSULTANT

BY: Rundell Ernstberger Associates, LLC



Kevin Osburn, RLA, ASLA
Title: Principal

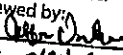
Date: 7/23/15

CITY OF BLOOMINGTON

BY:



Mark Krizan, Mayor

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 7/22/15
FUND/ACCT: 016

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Thomas Cameron
DATE: 7-21-2015

APPENDIX "A"

Project Description

Project involves the design and construction of a signature urban park for the City of Bloomington to be located on a 58-acre parcel of land owned by the City and bounded approximately by Grimes Lane, Walnut Street, Country Club Drive and Rogers Street. The project design will be based on the *Swichyard Park Master Plan* approved by the Board of Parks and Recreation in 2012. Project components may include an events lawn; performance pavilion; park maintenance and restroom building; linear platform plaza with skatepark, spray plaza, playground, community gardens, grand shelter, entry pavilion, and court games; parking areas; multipurpose trails; best practice stormwater management features; and the integration of public art. Final project components will be determined based on project construction budget and discussions with City. It is anticipated that the floodway limits will be revised as part of a separate map revision process currently in process by the City. In addition to design and engineering, project services will include environmental remediation, permitting, and construction administration.

Scope of Services

- 1.) **Project Initiation:** CONSULTANT will meet with the City to discuss project design parameters, process, and schedule. CONSULTANT and our team will visit the project site to take photographs and document existing conditions.
- 2.) **Topographic Survey:** CONSULTANT will provide a topographic survey of the park property as needed for the completion of the project. Survey will utilize survey data collected as part of 2012 Master Planning Phase and will be supplemented with additional data as needed for the project.
 - a. Survey will include a master drawing with all of topographical features, apparent R/W, control point locations, bench marks and one-foot vertical contours.
 - b. The survey will include property information, right-of-way and property lines, and easements based on observed physical evidence and record documents, topographic data, utilities, buildings, bridges, walls, walks, signs, vaults, fences, gates, drives, species, drip line, and size of trees 6 inches in diameter and greater, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, as necessary for the development of project plans.
 - c. Survey will include spot grades at all edge of pavements, 25 ft. on center along curblines and centerline of street, changes in curb direction, top and bottom of walls, trees (6" diameter and larger), breaks in grade, ramps and top and bottom of curbs and on a 100' grid pattern throughout the survey area.
 - d. Survey will include coordination with all utility companies to locate and mark their utilities in field. CONSULTANT will notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT will verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Survey will include all storm and sewer structures including inverts, sizing of pipes and rim elevations.
 - e. The final survey will be provided in both hard copy and digital format certified by a Licensed Land Surveyor in the State of Indiana.
- 3.) **Geotechnical Study:** CONSULTANT will have a geotechnical study prepared in order to determine requirements for structural foundation systems for buildings and site structures as well as the feasibility of green infrastructure systems for stormwater management. The study will include an investigation of subsurface soil and groundwater conditions, lab analysis of field results, and recommendations regarding foundations types and soil permeability assembled into a final report prepared by a registered professional engineer. We anticipate approximately six to eight borings will be needed.

4.) **Environmental Remediation:**

a. **Environmental Investigation Services:**

1. CONSULTANT will complete additional sampling near Clear Creek to save trees rather than remove them and cover with soil. Doing this will minimize the number of trees removed and potentially save costs by minimizing the amount of soil cover material needed.
2. Some limited areas on site may require soil removal and offsite disposal and/or capping greater than 12 inches. It is not anticipated that these areas will be large. However, the size and extent cannot be determined without a final Remediation Work Plan and soil testing or similar document approved by the IDEM. CONSULTANT will complete additional sampling in these areas to determine the extent (if any) of soil excavation and if soil cover is needed.
3. CONSULTANT will complete sampling on the planned Rogers Street entrance property (Triple C) to investigate the Recognized Environmental Conditions outlined in the Phase I ESA completed by Fields Environmental, Inc.
4. CONSULTANT will complete sampling on the planned Walnut Street entrance property (once identified). CONSULTANT assumes that the City of Bloomington will complete an AAI compliant Phase I ESA on this site once it is identified and within six (6) months prior to site acquisition. Phase II activities completed by CONSULTANT will include sampling to investigate the Recognized Environmental Conditions outlined in the Phase I ESA provided by City. The Phase I ESA is not included in this scope of services.

b. **Environmental Remediation Construction Design and Oversight:**

1. CONSULTANT will meet with IDEM to determine the expected remedial action necessary to obtain site closure through a Site Status Letter with an Environmental Restrictive Covenant (ERC) limiting the site use to recreational.
2. CONSULTANT will work with the site design engineer to develop a site plan that integrates IDEM requirements into environmental design that is integrated with the engineered design of the site
3. CONSULTANT will prepare bid specifications related to environmental remediation activities including remediation plans as required by IDEM.
4. CONSULTANT will provide bid support related to environmental remediation activities.
5. CONSULTANT will observe, monitor, document and confirm remediation activities in the field as part of overall Construction Administration activities.
6. Upon completion of the remediation, CONSULTANT will prepare a Closure Report documenting the remediation and the report will be submitted to the Indiana Brownfield Program with a request for a Site Status Letter for closure of the site.

5.) **Schematic Design:**

- a. **Master Plan Review / Program Definition:** CONSULTANT will engage in discussions and meetings with City to review the 2012 Master Plan project scope and cost opinions in order to determine the preferred project components and budget alignment. This work may include preparation of revised updated cost opinions, discussions with subconsultants and preliminary plan diagrams in order to determine a project scope that aligns with the construction budget. This work will also include confirmation with the City on the status of the LOMAR process and land acquisitions and their impact on project design components. The result of this task will be agreement on a design program that defines the components to be included in the design process.



- b. **Schematic Design Documents:** Utilizing the master plan, design program, and topographical survey information, CONSULTANT will prepare preliminary drawings and other documents to define the general project scope and design components, including a site plan, preliminary building plans, sections and elevations; sketches and digital modeling; and preliminary selections of major building systems and construction materials. CONSULTANT will prepare a preliminary utilities plan that identifies utility service point locations and a preliminary drainage plan that identifies stormwater tie-in points to existing system, preliminary locations of trunklines, stormwater management best practices, and types of stormwater quality and quantity control measures. CONSULTANT will coordinate utility service requirements and processes with applicable utility companies. CONSULTANT will prepare a preliminary outline of anticipated permitting and approval requirements and a preliminary cost opinion. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Schematic Design documents.

6.) **Design Development:**

- a. **Design Development Documents:** Upon approval of the Schematic Design by the City, CONSULTANT will prepare design development drawings of the proposed site improvements. Design Development drawings to be prepared will include preliminary site demolition, layout, grading, drainage, utility plans and typical site details; architectural drawings, plans, sections, elevations, typical construction details; diagrammatic layouts of architectural, structural, mechanical and electrical systems. Site utility (sanitary sewer, water service, and gas) and drainage plans and details will be prepared and engineering calculations will be performed to determine the size, type, and location of stormwater lines and stormwater quality and quantity control measures. CONSULTANT will ready preliminary permitting documents in anticipation of permit submittals. CONSULTANT will also prepare outline specifications (major materials, systems, quality levels) and an updated cost opinion for the proposed work. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Design Development documents.

7.) **Construction Documents:**

- a. **Construction Documents:** Upon approval of the Design Development documents, CONSULTANT will finalize the project design documentation, which will include construction drawings and specifications. Construction drawings will include, but not be limited to, site demolition, layout, grading/drainage, erosion control, stormwater pollution prevention, utility, architectural, electric, mechanical, plumbing, structural, landscape, and irrigation plans and details. CONSULTANT will prepare technical specifications and utilize front end documents (bidding requirements, general conditions, instructions to bidders, etc.) provided by the City. CONSULTANT will prepare the final project cost opinion. CONSULTANT will review the Construction Documents with the City at the 50% and 95% completion stages and receive final approval of the Construction Documents prior to preparation of final bid documents.
- b. **Final Bid Documents:** Upon approval of the 95% review set of construction documents, CONSULTANT will proceed with the preparation of final plans, details, technical specifications, and estimates, required for bidding of the project. CONSULTANT will provide the City with one digital set of bid documents for posting to the City's "Blooming Bid" website. CONSULTANT will also provide digital bid documents to a local print shop for printing and distribution of bid documents. CONSULTANT will have print shop prepare limited hard copies of bid documents for distribution to the City and the Consultant team; printing expenses for these sets will be paid by the City.

- 8.) **Permitting/Approvals:** CONSULTANT will prepare the following documentation for permitting and approval of the work:
- a. **State of Indiana Design Release:** CONSULTANT will electronically file the project with the Indiana Department of Fire and Building Services and make any necessary revisions to obtain a Construction Design Release from the State Building Commissioner.
 - b. **City of Bloomington Permits /Approvals:** CONSULTANT will work with City to review the project with and receive approvals from local agencies with jurisdiction over the project area and components.
 - c. **Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 Compliance:** CONSULTANT will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 documentation as required by local, state and federal requirements detailing the temporary and permanent practices that will be implemented to minimize the potential for pollution of receiving waters during the construction phase of the project and post-construction phase.
 - d. **Wetland/ "Waters" Delineation and Report:** CONSULTANT will complete an investigation of the site to determine the limits of wetlands/"Waters of the U.S." present. The wetland delineation will be completed based on observations made during the field visit and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Information collected on the other jurisdictional waters (streams) will include presence or absence of an ordinary high water mark (OHWM), OHWM dimensions, photo documentation, and GPS location of identified potentially jurisdictional streams. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE) in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. The boundaries of any wetland communities and other jurisdictional waters will be flagged so they can be located by survey crews and regulatory authorities. CONSULTANT will map any wetlands found on-site using a sub-meter accurate GPS unit. This method of wetland mapping has been approved by the USACE.

The results of the field reconnaissance will be summarized into a wetland/"Waters of the U.S." delineation report. The report will be based on the USACE Midwest regional supplement. Included exhibits will depict the approximate wetland and stream/OHWM and approximate property boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations. The USACE Midwest Region data forms for the properties will also be attached. The GPS wetland and stream survey will be used as the base wetland boundary map. The report will include an opinion of federal and state jurisdiction over the subject wetland and stream areas. If no wetlands or jurisdictional stream channels are identified on-site, this will be clearly stated in the summary report and background data supporting this opinion will be provided.

- e. **Wetland Mitigation / Monitoring Plan:** CONSULTANT will identify an appropriate wetland mitigation site. It is assumed that all required mitigation can be completed onsite. CONSULTANT will design a conceptual wetland mitigation plan that will include specific locations, amounts and dimensions for on-site mitigation measures. This plan will be based on typical guidelines and requirements of the Indiana Department of Environmental Management (IDEM) and the USACE. The conceptual plan will include a written report consisting of a narrative with maps and graphics describing the mitigation site and the measures to be implemented. The plan will also include a proposed schedule for monitoring the mitigation site as required by the regulatory agencies. CONSULTANT will work with IDEM and the USACE to make revisions to the plan as needed. The mitigation plan and report will be submitted as part of the 401/404 permit applications.

Upon approval of the mitigation plan by IDEM and USACE, the final design will be prepared as part of the design documents for the overall project. CONSULTANT will prepare the appropriate plan sheets and specifications to adequately describe the contractor's contractual obligations for the wetland mitigation area.

- f. **IDEM/USACE 401/404 Water Quality Permit:** CONSULTANT will prepare and submit a Regional General Permit No. 1 to USACE with attachments, including exhibits, tables, photographs, wetland/"Waters" delineation report, mitigation and monitoring plan, and overall project plans. CONSULTANT will also prepare and submit an IDEM Individual Section 401 Water Quality Certification and attachments. CONSULTANT will coordinate the overall review of the applications, mitigation plan and bridge design plans with the USACE and IDEM and will attend two additional meetings to discuss the permit applications.
 - g. **IDNR Construction in a Floodway Permit:** CONSULTANT will prepare and submit the application for a construction in a floodway permit to the Indiana Department of Natural Resources (IDNR) for construction of the proposed Master Plan elements within the floodway of Clear Creek. CONSULTANT will rely on updated floodway limits to be provided by the City as a result of the Letter of Map Revision (LOMAR) process. Items to be submitted to the IDNR include the project plans, floodway exhibits and data, and the appropriate non-modeling hydraulic analysis worksheet. The application process also includes submittal of public notices to adjacent landowners and submittal of documentation of the public notice process to IDNR. CONSULTANT will also periodically check with IDNR staff after the permit is submitted regarding its status and respond to technical and environmental questions as needed
- 9.) **Bidding:** CONSULTANT will prepare addenda, clarifications, and answer contractor questions as required during the bidding period. CONSULTANT will assist the City in the facilitation of the pre-bid meeting and in evaluating the bids received for the project.
- 10.) **Construction Administration:** CONSULTANT will provide the following services during construction:
- a. **Project Representative:** CONSULTANT will provide a full time Project Representative on site for the duration of construction activities.
 - b. **Pre-Construction Meeting:** CONSULTANT will attend the preconstruction meeting and assist the City to review lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.
 - c. **Progress Meetings:** CONSULTANT will attend and assist the City in facilitating bi-weekly construction progress meetings to review progress of work, construction schedule, and outstanding issues.
 - d. **Evaluations of the Work:** CONSULTANT will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
 - e. **Certificates for Payment to Contractor:** CONSULTANT will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on CONSULTANT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. CONSULTANT will maintain a record of the Applications and Certificates for Payment.
 - f. **Submittals:** CONSULTANT will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.

- g. Requests for Information (RFI) and Architect's Supplemental Instructions (ASI):** CONSULTANT will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. CONSULTANT will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. CONSULTANT will maintain a record of RFI's and ASI's.
- h. Changes in the Work:** CONSULTANT will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, CONSULTANT will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
- i. Project Completion:** CONSULTANT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, CONSULTANT will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. CONSULTANT will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, CONSULTANT will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.

APPENDIX "B"
Compensation and Cost Summary

A. Amount of Payment

1. The **CONSULTANT** shall receive as payment for the work performed under this Contract the total lump sum fee of **\$2,410,000.00** in accordance with the following Fee Schedule, unless a modification of the Contract is approved in writing by the **CITY**.

2. The **CONSULTANT** will be paid for the work performed under this Contract as indicated.
Fee Schedule Summary:

a. Topographic Survey and Geotechnical Study	\$40,000.00
b. Environmental Remediation	\$506,000.00
c. Schematic Design	\$200,000.00
d. Design Development	\$350,000.00
e. Construction Documents	\$650,000.00
f. Bidding	\$15,000.00
g. Construction Administration	\$475,000.00
h. Permitting	\$50,000.00
i. Expenses*	\$10,000.00
j. Environmental Remediation Testing & Investigation	\$114,000.00

* Expenses are not to exceed this amount without prior written approval and will be invoiced in accordance with Attachment B-1.

3. **Additional Services:** Any services beyond those listed in Appendix A and in Appendix B, paragraph A.2 above will be considered Additional Services and, if required, the **CONSULTANT** will be paid for these services in accordance with Article 4 on a fixed, hourly, or negotiated fee basis.

B. Method of Payment:

1. The **CONSULTANT** may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the **CITY**. The invoice voucher shall represent the value, to the **CITY**, of the partially completed work as of the date of invoice voucher. The **CONSULTANT** shall attach thereto a summary of each pay item in Paragraph A of this Appendix, percentage completed (for Lump Sum services), hours completed (for Hourly NTE services), and prior payment in a form, acceptable to the **CITY**. Payment for hourly services and expenses shall be in accordance with Attachment B-1.

2. The **CITY** for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the **CONSULTANT** for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the **CITY**, and upon the **CONSULTANT** submitting an invoice as described above.

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 by a Contract Supplement in accordance with Article 4 as set out in this Contract.



APPENDIX "B-1"
Hourly Rates and Reimbursable Expenses

RUNDELL ERNSTBERGER ASSOCIATES, LLC
HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Associate	\$138.00
Professional Staff (Registered Land. Arch.)	\$116.00
Technical Staff (Graduate Land. Arch.)	\$96.00
Clerical	\$70.00

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Billing rates may be adjusted by a Contract Supplement to reflect changes in the compensation payable to the CONSULTANT, if agreed upon by both the CITY and the Consultant.

Reimbursable Expenses

Mileage	Standard Mileage Rate
Travel, Lodging, and Meals	Cost
Telephone, Telex, Telecopy, Faxes, etc.	Cost
Postage, Handling, etc.	Cost
Copies	
Black & White (8 1/2 x 11)	\$0.05/copy
Black & White (11 x 17)	\$0.10/copy
Color In-House Printer	
8 1/2 x 11 Inkjet	\$1.00
8 1/2 x 11 Presentation	\$1.50
8 1/2 x 11 Photo Paper	\$2.50
11 x 17 Inkjet	\$2.00
11 x 17 Presentation Paper	\$2.75
11 x 17 Photo Paper	\$3.50
CD Copies	\$5.00
Plots	
Black & White In-House Plots	
Bond	\$1.00 SF
Vellum	\$1.50 SF
Mylar	\$1.75 SF
Color In-House Plots	
Heavy bond	\$4.00 SF
Semi-Gloss	\$5.00 SF
High-Gloss	\$6.00 SF
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

APPENDIX "C"
Project Schedule

PHASE OF WORK	TIMELINE	COMPLETION
Notice to Proceed (assumed)		15 July 2015
Topographic Survey/Geotech./Envmtl. Sampling	1 month	14 August 2015
Schematic Design	2 months	16 October 2015
Design Development	4 months	15 February 2016
Construction Documents /Permitting	6 months	15 August 2016
Bidding/Contract Award	2.5 months	30 November 2016
Construction Administration	18 months	May 2018

APPENDIX "D"
Consultant Team Roles and Principal Personnel

FIRM/ PERSONNEL	ROLE
<i>Rundell Ernstberger Associates, LLC</i> Kevin Osburn, PLA, ASLA Cheryl Chalfant, ASLA Dan Liggett, PLA, ASLA, LEED AP Jeff Maydak, ASLA John Zant, PE	<i>Project Lead Landscape Architecture + Civil Engineering</i> Principal in Charge & Project Team Leader Project Manager Project Landscape Architect Project Landscape Architect Project Civil Engineer
<i>Axis Architecture + Interiors</i> Drew White, FAIA, LEED AP Eric Anderson, AIA, LEED AP	<i>Architecture</i> Principal in Charge – Architecture Project Architect
<i>Bruce Carter Associates, LLC</i> John Kilmer, CHMM Joel Markland Len Hinrichs, LPG	<i>Environmental Remediation</i> Principal, Technical Oversight & Remediation Design Principal, Project Oversight & Coordination Project Manager, Remediation Design & Field Oversight
<i>Christopher B. Burke Engineering, LLC</i> Brian McKenna, PE, CFM Kerry Daily, EI, CFM, CPESC Sarah Wright	<i>Floodway / Wetland Permitting</i> Principal in Charge – Permitting Project Manager, IDNR Permitting Project Manager; Wetlands Consulting; 401/404 Permitting
<i>The Engineering Collaborative</i> Samuel L. Hurt, PE, RA, LEED AP John T. Lowe, QCP Gregory M. Hofer	<i>Mechanical, Electrical, Plumbing Engineering</i> Principal in Charge - MEP Engineering Principal in Charge - HVAC Senior Electrical Designer
<i>Lynch Harrison Brumleve</i> Wes Harrison, PE	<i>Structural Engineering</i> Principal in Charge – Structural Engineering
<i>VS Engineering, Inc.</i> Sanjay Patel, PE Dennis Clark, PE Jim Barker, PE	<i>Structural Engineering – Former Railroad Bridges</i> Principal in Charge – Structural Engineering Project Engineer Historic Bridge Engineer
<i>Delta Fountains</i> Scott Johnston	<i>Fountain Consultants</i> Principal – Fountain Design
<i>Bledsoe Riggert & Guerretaz, Inc.</i> Ben Bledsoe	<i>Surveying</i> Project Manager, Surveying
<i>Eco Logic, LLC</i> Spencer Goehl	<i>Ecological Services</i> Project Manager, Ecological Services

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Principal of Rundell Ernstberger Assoc.'s.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Kevin Osburn
Signature
Kevin Osburn
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kevin Osburn and acknowledged the execution of the foregoing this 23 day of July, 2015.

My Commission Expires: May 31, 2023
County of Residence: Brown

Kimberly Clapp
Notary Public
Kimberly Clapp
Name Printed

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

1. The undersigned is the Principal of Rundell Ernstberger Assoc.'s
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Kevin Osburn
Signature
Kevin Osburn
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kevin Osburn and acknowledged the execution of the foregoing this 23 day of July, 2015.

My Commission Expires: May 31, 2023

County of Residence: Brown

Kimberly Clepp
Notary Public
Kimberly Clepp



AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)

This Addendum amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC¹ (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
 - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.”
 - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit G, ‘Additional Services.’ Exhibit G is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit G in a timely manner consistent with the Standard of Care identified in Article 2.”
2. Changes to the Consultant’s Compensation:
 - a. Article 4 currently states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continues: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” In light of the Services set forth in Exhibit G, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00).” Exhibit B shall be amended as follows:

ORIGINAL CONTRACT		Amendment 1	Revised Total
Item	Original Fee	Addtl. Fee	Total Fee
Geotechnical Study	\$15,000.00	\$ 25,000.00	\$ 40,000.00
Topographic Survey	\$25,000.00	\$ 3,800.00	\$ 28,800.00
Environmental Remediation	\$506,000.00	\$ -	\$ 506,000.00
Envmtl. Rem. Testing & Investigation	\$114,000.00	\$ -	\$ 114,000.00
Schematic Design	\$200,000.00	\$ -	\$ 200,000.00
Design Development	\$350,000.00	\$ 88,861.00	\$ 438,861.00
Construction Documents	\$650,000.00	\$ 167,913.00	\$ 817,913.00
Bidding	\$15,000.00	\$ 24,720.00	\$ 39,720.00
Construction Administration	\$475,000.00	\$ 253,560.00	\$ 728,560.00
Permitting	\$50,000.00	\$ 20,000.00	\$ 70,000.00
Expenses	\$10,000.00	\$ 17,500.00	\$ 27,500.00
TOTAL	\$2,410,000.00	\$ 601,354.00	\$ 3,011,354.00

¹ The Parties note that Rundell Ernstberger Associates has been reorganized and is now a corporation.

3. Changes to the Schedule
 - a. Article 6 currently states: "Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule." In light of the Services set forth in Exhibit G, Exhibit C shall be replaced with the Amended Exhibit C that is attached to this Addendum.
4. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

REDEVELOPMENT COMMISSION

By: _____
Donald Griffin, President

Date: _____

CONSULTANT

By: _____

Name and Title

Date: _____

BOARD OF PARK COMMISSIONERS

By: _____
Les Coyne, President

Date: _____

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Exhibit C

Project Schedule - AMENDED

PHASE OF WORK	TIMELINE	COMPLETION
Notice to Proceed (original contract)		July 24, 2015
Topographic Survey / Environmental Sampling	1 month	August 14, 2015
Schematic Design	13 months	October 16, 2016
Notice to Proceed with Amended Project Scope	(assumed)	January 23, 2017
Geotech/Design Development	5 months	June 26, 2017
Construction Documents /Permitting	8 months	February 26, 2018
Bidding/Contract Award	2.5 months	May 7, 2018
Substantial Completion of Construction	20 months	December 1, 2019
Construction Administration	24 months	May 31, 2020



Exhibit G

Additional Services

RUNDELL ERNSTBERGER ASSOCIATES

email | reindy@reasite.com | internet | www.reasite.com

9 January 2017

Mr. Dave Williams
Operations Director
Bloomington Parks and Recreation
Showers Building
401 North Morton, Suite 250
P.O. Box 848
Bloomington, IN 47402

RE: Switchyard Park Design Services | Proposed Contract Amendment No. 1

Dear Dave:

Rundell Ernstberger Associates is pleased to submit this **revised** proposal for an amendment to our Agreement with the City of Bloomington for design and construction administration services (dated July 21, 2015) for Switchyard Park.

This proposed amendment is based on the approved Schematic Design for the park, received on October 7, 2016 and our recent correspondence regarding final project costs and components. Below is a brief outline of our understanding of the additional project scope and corresponding compensation.

ADDITIONAL PROJECT SCOPE:

At the time of contract initiation, the projected \$23,000,000 construction cost provided the basis for the scope of services and fees included in the agreement. It was understood that the available construction budget would not be sufficient to cover the full project scope as identified in the 2012 Master Plan (which outlined a total project cost of approximately \$35,000,000) and that the early design stages would require an alignment of project components with available construction funding.

During the early programming phases of the project, several items were identified as desirable features to be included in the project in addition to those included in the Master Plan, including an enclosed events pavilion for year-round activities, a renovated police substation building, an expanded performance stage, and expanded parking areas. As the Schematic Design plans evolved, a base-level construction project was identified to meet the \$23 million construction budget, along with several add-alternates that included project scope and components beyond the original budget (including the Dog Park, Overflow Parking Lot/Rogers St., Walnut St. Entrance, Hawk Signal, and Connector Path with Bridge Rehabilitation, Pavilion Events Lawn, etc.). The Schematic Design process allowed sufficient time to carefully consider the expanded project scope, identify project priorities, weigh decisions on the merits of which components to include in the final project, and ensure the project's vision was aligned with the original Master Plan intent and the City's current and future needs.

After many months of cost analysis, design consideration, and budget review, it was ultimately decided to include several of the additional project components, which were

determined to be essential park infrastructure, facility, and amenities critical to the project's success. The resulting approved Schematic Design was estimated at approximately \$28,800,000, an increase of approximately \$5.8 million over the original construction budget. This increased project scope necessitates additional survey, geotechnical, design, permitting, and construction administration services by REA and our consultant team.

Specific components of the expanded \$5.8 million project scope include:

- Pavilion Building - 11,000SF
- Performance Stage - 2,100 SF
- Police Substation Building - 2,000 SF
- Park Security and Wi-Fi Systems
- Dog Park
- Walnut Street Entrance Path, Signal, and Bridge Rehab
- Rogers Street Overflow Parking Area
- Pavilion Events Lawn

ADDITIONAL SERVICES:

The REA Team will need to provide additional services to properly document, design, permit, bid, and oversee construction of the project as a result of the expanded project scope described above. A brief description of these additional services is described below:

- **Geotechnical Study:** Additional borings will be required for the park structures and features. We have estimated a need for approximately 16 borings throughout the park area, an increase of roughly 10 borings beyond what was originally anticipated.
- **Topographic Survey:** Additional survey will be needed at the Walnut Street entrance to design and implement the proposed traffic signal on Walnut Street, which was previously not included in the project.
- **Design Development, Construction Documents, Bidding:** Additional design documentation preparation and documentation will be required by our project team for the expanded project design elements. This includes preparation of additional plans, details, specifications, and estimating at each project stage; additional coordination with manufacturers, materials, and systems providers; increased coordination with consultant team members; additional code and regulatory review; additional coordination with client and end-users; and increased overall project administration.
- **Coordination and Complexity:** Additional subconsultants will be added to the team, increasing the amount of project management and coordination required. In addition, the complexity of the project has expanded with the addition of the pavilion building, park security and wi-fi systems, coordination of above and below ground utility relocations, and traffic signal.
- **Permitting:** Additional coordination and approvals from federal, state and local agencies with jurisdiction over the project will be required, including building

permitting and hydraulic modeling for the rehabilitation of the former railroad bridges across Clear Creek.

- **Schedule:** Additional time is needed to complete the design documentation of the expanded scope; we have estimated an additional 3 to 4 months will be needed to complete the design and bid the project. In addition, the projected construction period has been extended by approximately three (3) months. It should be noted that the originally anticipated schedule for Schematic Design was extended by more than 12 months.
- **Construction Administration:** Additional time needed to provide requested full-time construction inspection services for the expanded project scope items and expanded construction schedule. Anticipated staffing includes one (1) Bloomington-based, full time employee on site every day, one (1) Indianapolis-based staff member on site 2 days per week; and one (1) Indianapolis-based staff member on site ½ day per week. In addition, Construction Administration services from other members of our consultant team will be required, including periodic site visits, submittal and shop drawing reviews, review and processing of RFI's, ASI's, and Change Orders, and on site evaluation of constructed work.
- **Expenses:** Additional Expenses will be incurred by the project team, primarily related to mileage during the Construction Administration phase.

ADDITIONAL COMPENSATION:

Estimated additional fees have been determined based on the above expanded scope of services, a review of the project fees invoiced to date throughout the expanded Schematic Design phase, and a detailed analysis of anticipated project staffing from design through the construction phase based on the project scope outlined in the approved schematic design.

The table below includes a summary of current compensation by item of work, proposed additional compensation, and proposed revised total compensation based on the above described expanded scope and services.

	ORIGINAL CONTRACT	Amendment 1	Revised Total
Item	Original Fee	Addtl. Fee	Total Fee
Geotechnical Study	\$15,000.00	\$ 25,000.00	\$ 40,000.00
Topographic Survey	\$25,000.00	\$ 3,800.00	\$ 28,800.00
Environmental Remediation	\$506,000.00	\$ -	\$ 506,000.00
Envmtl. Rem. Testing & Investigation	\$114,000.00	\$ -	\$ 114,000.00
Schematic Design	\$200,000.00	\$ -	\$ 200,000.00
Design Development	\$350,000.00	\$ 88,861.00	\$ 438,861.00
Construction Documents	\$650,000.00	\$ 167,913.00	\$ 817,913.00
Bidding	\$15,000.00	\$ 24,720.00	\$ 39,720.00
Construction Administration	\$475,000.00	\$ 253,560.00	\$ 728,560.00
Permitting	\$50,000.00	\$ 20,000.00	\$ 70,000.00
Expenses	\$10,000.00	\$ 17,500.00	\$ 27,500.00
TOTAL	\$2,410,000.00	\$ 601,354.00	\$ 3,011,354.00

ASSUMPTIONS/CONDITIONS:

In accordance with our discussions, this revised contract amendment is based on the following assumptions:

1. Fees will be invoiced on a lump sum basis in accordance with the Agreement, with the exception of Construction Administration, which will be invoiced on an hourly, not to exceed basis.
2. The City will provide a schematic design for Security and Wifi systems for the project; City-provided schematic is to include location, placement, and specification of all equipment, accessories, and components necessary for complete security and wifi systems. REA's MEP consultant will rely upon City staff to provide this information for our use in the preparation of bid documents; a specialized technology consultant will not be needed for these services.
3. Construction Administration services for Water Feature consultant are not included in proposed fee; it is assumed these services will be provided by the Water Feature consultant as a part of the equipment purchase for the project.
4. Additional consultants to be added to the REA team are to include a local skatepark designer and an irrigation consultant. The addition of any other consultants or services will be considered additional.

Dave, we appreciate the opportunity to provide you with this revised contract amendment. Please review and contact me with any questions. Should the terms of this amendment be acceptable, please attach this letter as an exhibit to the formal contract amendment. We look forward to moving ahead with this landmark project for the City of Bloomington!

Sincerely,



Kevin Osburn, PLA, ASLA

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: Switchyard Park Project

Project Manager: Dave Williams, Parks

Project Description:

Park design, proposed land acquisition, and construction per 2012 “Switchyard Park Master Plan” (<http://tinyurl.com/switchyard>).

Project Timeline: **Start Date: July 2015**
 End Date: May 2020

Financial Information:

Estimated full cost of project:	\$33,297,354
Sources of funds:	2015 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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$3,011,354	June 2015 – May 2020 ¹
2 Construction	\$28,786,000	August 2018 – May 2020
3 Property Acquisition ²	\$1,500,000	June 2015 – February 2017

¹ This includes Construction Administration, which is included within the scope of the Design Contract. The schedule contemplates bidding to begin in March 2018.

² This includes appraisals, due diligence costs, and costs related to closing.

TIF District: Consolidated TIF (Thomson-Walnut TIF)

- Resolution History:**
- 15-30 Initial Approval of Project
 - 15-41 Approval of Design Contract
 - 15-46 Appraisals of 1724 S. Walnut Street
 - 15-47 Offer to Purchase 1724 S. Walnut Street
 - 15-57 Offer to Purchase 1724 S. Walnut Street
 - 15-77 Amendment of Offer to Purchase 1724 S. Walnut Street (15-57)
 - 15-79 Acceptance of Environmental Conditions at 1724 S. Walnut Street
 - 16-23 Payment of Property Taxes on 1724 S. Walnut Street
 - 16-54 Environmental Assessments of South Walnut Properties
 - 16-60 Appraisals of South Walnut Properties
 - 16-85 Offers to Purchase South Walnut Properties
 - 17-05 Offer to Purchase 1730 S. Walnut Street
 - 17-06 Amendment of Design Contract
 - 17-07 To Ratify Offer to Purchase 1730 S. Walnut Street and Fund Phase II Environmental Assessment

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-07
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO RATIFY OFFER TO PURCHASE 717 W. HOWE STREET

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 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, 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 October 17, 2016, the City of Bloomington brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to investigate the acquisition of 717 W. Howe Street and incorporate that property into Building Trades Park (“Project”); and

WHEREAS, the RDC approved the Form in Resolution 16-61; and

WHEREAS, although 717 W. Howe Street is not physically located in the Consolidated TIF, it is physically connected to the Consolidated TIF, and Building Trades Park serves the Consolidated TIF; and

WHEREAS, as a result, it is permissible to use tax increment to acquire 717 W. Howe Street; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19(b), two (2) independent appraisals were procured to determine the fair market value of 717 W. Howe Street; and

WHEREAS, Indiana Code § 36-7-14-19(b) prohibits the RDC from making an initial offer to purchase any property that exceeds the average of the two appraisals; and

WHEREAS, in Resolution 17-03, the RDC approved Staff to make an offer to purchase 717 W. Howe Street for One Hundred Twenty Five Thousand Dollars (\$125,000) and authorized Staff to negotiate with the seller in the event that the offer to purchase was not accepted; and

WHEREAS, Staff made an offer to purchase 717 W. Howe Street for One Hundred Twenty Five Thousand Dollars (\$125,000), and, when that offer was not accepted, negotiated with the seller pursuant to Resolution 17-03; and

WHEREAS, as a result of those negotiations, the seller agreed to sell 717 W. Howe Street to the Redevelopment Commission for One Hundred Forty Thousand Dollars (\$140,000) pursuant to the terms of the Offer to Purchase that is attached to this Resolution as Exhibit A; and

WHEREAS, one contingency of the Offer to Purchase was approval of the Offer by the RDC; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the acquisition of 717 W. Howe Street in accordance with the Offer to Purchase; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and

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 the Amended Form.
2. Pursuant to Section 2.8 of the Offer to Purchase that is attached to this Resolution as Exhibit A, the RDC expressly ratifies the Offer to Purchase.
3. The purchase price shall be paid according to the terms set forth in Exhibit A from the Consolidated TIF. This does not remove the requirement to comply with the City and the RDC’s claims process.

4. The RDC authorizes Donald Griffin to sign any documents that Staff determines to be necessary to effectuate the purchase of 717 W. Howe Street.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation ("Buyer"), offers to purchase from Ronald D. Shiflet, Debra L. Cross, and Tamar L. Brannon ("Sellers"), the following real estate located commonly known as 717 W. Howe Street, Bloomington in Monroe County, Indiana:

Parcel No.	Legal Description	Acreage
53-08-05-104-017.000-009	015-49960-00 East&marshall Lot 10 & vacated alley	0.19

(hereinafter referred to as the "Real Estate") for **One Hundred Forty Thousand Dollars (\$140,000)** (the "Purchase Price"), subject to the following written terms and conditions:

1. **Payment.** The entire Purchase Price shall be payable at closing.
2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:
 - 2.1 **No Encroachment.** All improvements on the Real Estate shall be located entirely within the bounds of the Real Estate and there will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
 - 2.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Sellers. Buyer shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:
 - a. Taxes which Buyer has agreed to pay pursuant to Paragraph 2.8 herein, and any other assessments which Buyer has agreed in writing to pay;
 - b. Liens which Buyer has agreed in writing to pay;
 - c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and
 - d. Recorded easements which Buyer has agreed in writing to pay.
 - 2.3 **Representations and Warranties.** Sellers represent and warrant to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Sellers' knowledge and belief:

- 2.3.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;
 - 2.3.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers' ownership thereof;
 - 2.3.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Real Estate or any portion thereof;
 - 2.3.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease sublease encumber or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer's prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer's prior written consent;
 - 2.3.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any fact which materially adversely affect the value of the Real Estate; and
 - 2.3.6 Sellers shall deliver possession of the Real Estate to the Buyer on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Buyer in writing.
- 2.4 **Right to Inspect.** Buyer and its representatives shall have the right to enter upon the Real Estate and conduct all tests and examinations which they deem necessary, including any environmental evaluations, unless otherwise stated. Buyer shall give Sellers reasonable notice of its intent to enter upon the Real Estate. The right to inspect shall terminate thirty (30) days after Buyer's receipt of Sellers' acceptance of this Offer. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's inspections, testing or environmental reviews no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement.
- 2.5 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.

- 2.6 **Real Estate Taxes.** Sellers shall pay all real estate taxes assessed prior to or in 2016 payable before or in 2017. The taxes assessed in 2017 payable in 2018 shall be pro-rated to the date of Closing.
- 2.7 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.
- 2.8 **Redevelopment Commission Approval.** This offer is contingent upon approval of the purchase of the Real Estate by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve the purchase within thirty (30) days following acceptance of the offer by Seller, the offer to purchase is rescinded and the sale is terminated.

3. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Sellers' sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Sellers may elect to pursue all available legal or equitable remedies.

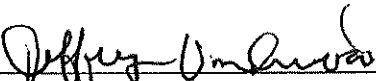
4. **Closing and Possession.** Closing shall take place at time, date and location agreed upon by the Parties within forty-five (45) days of acceptance of this Offer, unless extended by mutual agreement. At Closing, Sellers shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Possession of the Real Estate shall be delivered to the Buyer on the date of Closing.

5. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

6. **Duration of Offer.** This Offer shall expire if written acceptance endorsed hereon is not delivered by Sellers on or before 5:00 p.m., on Wednesday, January 11, 2016.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

BUYER:
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

By: 
Jeff Underwood, Controller, City of Bloomington

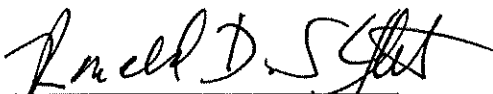
Date: January 10, 2017


ACCEPTANCE OF OFFER

The above Offer is accepted at 6 a.m./(p.m.) 1-10, 2017.
Receipt of a signed copy of this Offer is acknowledged.

SELLERS:

Ronald D. Shiflet, Debra L. Cross., and Tamar L. Brannon


Ronald D. Shiflet


Debra L. Cross


Tamar L. Brannon

Date: 1-10, 2017

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: Property Acquisition and Site Demolition at 717 W. Howe Street

Project Manager: Dave Williams / Parks

Project Description:

This project would investigate and attempt to acquire 717 W. Howe Street, a residential property with detached garage and carport (0.190 acres). This property is shown on the map on page 3 of this Project Review and Approval Form. It is located at the northwest corner of Building Trades Park.

The property is not currently occupied. Parks sought, and received, approval from the Historic Preservation Commission to demolish the building. Parks' intent is to return the property to greenspace and trees, resulting in its incorporation into Building Trades Park.

Project Timeline: Start Date: October 2016

End Date: March 2017

Financial Information:

Estimated full cost of project:	\$173,600
Sources of funds:	Consolidated TIF Park Department

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Appraisals	\$600	Nov. / Dec. 2016
2 Environmental Due Diligence	\$3,000 ¹	Oct. / Nov. 2016
3 Other Due Diligence (Title Search, etc.)	\$0 ²	October 2016 – March 2017
4 Property Acquisition	\$140,000	March 2017
5 Site Demolition and Restoration	\$30,000	April 2017 – July 2017

TIF District: Consolidated TIF (Expanded Adams Crossing TIF)

Resolution History: 16-61 Initial Approval of Project
 16-71 Approval of Appraisals
 17-03 Offer to Purchase 717 W. Howe Street
 17-07 Ratification of Offer to Purchase 717 W. Howe Street

To Be Completed by Redevelopment Commission Staff:

Approved on _____

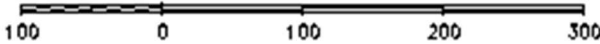
By Resolution _____ by a vote of _____

¹ Cost absorbed by the Parks Department.

² These costs will be absorbed by the Seller under the terms of the Offer to Purchase.



By: wlliamd
27 Sep 16



For reference only, map information NOT warranted.



City of Bloomington
Parks & Recreation



Scale: 1" = 100'

**17-08
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO RATIFY OFFER TO PURCHASE 1730 SOUTH WALNUT AND APPROVE
CONTRACT WITH BCA ENVIRONMENTAL CONSULTANTS, LLC FOR A
PHASE II ENVIRONMENTAL SITE ASSESSMENT**

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, pursuant to Indiana Code § 36-7-14-19(b), two (2) independent appraisals were procured to determine the fair market value of 1730 South Walnut; and

WHEREAS, in Resolution 17-05, the RDC instructed Staff to make an offer to purchase 1730 South Walnut for Seven Hundred Seventy Five Thousand Dollars (\$775,000) and authorized Staff to negotiate with the seller in the event that the offer to purchase was not accepted; and

WHEREAS, Staff made an offer to purchase 1730 South Walnut for Seven Hundred Seventy Five Thousand Dollars (\$775,000), and, when that offer was not accepted, negotiated with the seller pursuant to Resolution 17-05; and

WHEREAS, as a result of those negotiations, the seller agreed to sell 1730 South Walnut to the Redevelopment Commission for Eight Hundred Thousand Dollars (\$800,000) pursuant to the terms of the Offer to Purchase that is attached to this Resolution as Exhibit A; and

WHEREAS, one contingency of the Offer to Purchase was approval of the Offer by the RDC; and

WHEREAS, the RDC has available Bond Funds to pay for the acquisition of 1730 South Walnut in accordance with the Offer to Purchase; and

WHEREAS, another contingency of the Offer to Purchase was the RDC's satisfaction with the environmental conditions of 1730 South Walnut; and

WHEREAS, the RDC has already conducted a Phase I Environmental Site Assessment on 1730 South Walnut; and

WHEREAS, it is prudent to conduct a Phase II Environmental Site Assessment on 1730 South Walnut; and

WHEREAS, pursuant to the City's procurement process, Staff has identified BCA Environmental Consultants, LLC ("BCA") as the best provider of the Phase II Environmental Site Assessment ("Phase II") for 1730 South Walnut; and

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

WHEREAS, pursuant to the terms of Exhibit B, BCA is willing to perform the Phase II for an amount not to exceed Twenty Thousand Nine Hundred Fifty Three Dollars (\$20,953); and

WHEREAS, the RDC has available Bond funds to pay for the 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. Pursuant to Section 2.9 of the Offer to Purchase that is attached to this Resolution as Exhibit A, the RDC expressly ratifies the Offer to Purchase. The purchase price shall be paid according to the terms set forth in Exhibit A from the Bond. 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.

3. 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 \$20,953 from the Bond for the Phase II described in more detail in Exhibit B, to be payable in accordance with the terms of Exhibit B. For the avoidance of doubt, the terms of Exhibit B 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

OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation ("Buyer"), offers to purchase from Larry ~~and~~^{J.H.} and Cathy ~~and~~^{C.H.} Holtz ("Sellers"), the following real estate located commonly known as 1730 S. Walnut Street, Bloomington in Monroe County, Indiana: *J.H. C.H. IT.*

Parcel No.	Legal Description	Acreage
53-08-09-208-003.000-009	015-50425-00 Auto Park Lot A	0.60
53-08-09-208-002.000-009	015-50415-01 Auto Park Lot B	0.92

(hereinafter referred to as the "Real Estate") for **Eight Hundred Thousand Dollars (\$800,000)** (the "Purchase Price"), subject to the following written terms and conditions:

1. **Payment.** The entire Purchase Price shall be payable at closing.
2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:
 - 2.1 **No Encroachment.** All improvements on the Real Estate shall be located entirely within the bounds of the Real Estate and there will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
 - 2.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Sellers. Buyer shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:
 - a. Taxes which Buyer has agreed to pay pursuant to Paragraph 2.8 herein, and any other assessments which Buyer has agreed in writing to pay;
 - b. Liens which Buyer has agreed in writing to pay;
 - c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and
 - d. Recorded easements which Buyer has agreed in writing to pay.
 - 2.3 **Environmental Conditions.** Buyer may obtain, at its sole expense, one or more environmental reviews of the Real Estate. In the event that Buyer obtains one or more environmental reviews of the Real Estate, this offer is contingent upon the

Buyer's satisfaction with the environmental conditions of the Real Estate. The Buyer shall have seventy five (75) days following acceptance of the offer to obtain environmental reviews of the Real Estate and to affirmatively accept or reject—in its sole discretion—the environmental conditions of the Real Estate. If the Buyer does not affirmatively reject the environmental conditions of the Real Estate within that time period, Buyer shall be deemed to have accepted the environmental conditions of the Real Estate.

2.4 Representations and Warranties. Sellers represent and warrant to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Sellers' knowledge and belief:

2.4.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;

2.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers' ownership thereof;

2.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Real Estate or any portion thereof;

2.4.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease sublease encumber or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer's prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer's prior written consent;

2.4.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any fact which materially adversely affect the value of the Real Estate; and

2.4.6 Sellers shall deliver possession of the Real Estate to the Buyer on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Buyer in writing:

2.4.6.1 The Buyer is aware of an existing lease of the Real Estate between Larry H. Holtz ("Lessor") and Rodney D. Domer and Byron A. Fine, and Hopp. Inc. ("Lessee") on the Real Estate that was entered into on January 1, 2005 and extends until January 1, 2020 ("Existing Lease"). Buyer explicitly agrees to accept possession of

the Real Estate subject to the Existing Lease. Lessor's interests in the Existing Lease shall be assigned to Buyer at closing. Lessor shall comply with all notice requirements to Lessee in the Existing Lease.

- 2.5 **Right to Inspect.** Buyer and its representatives shall have the right to enter upon the Real Estate and conduct all tests and examinations which they deem necessary, including any environmental evaluations, unless otherwise stated. Buyer shall give Seller's Representative, Jimmie Dean Coffey, reasonable notice of its intent to enter upon the Real Estate. The right to inspect shall terminate seventy five (75) days after Buyer's receipt of Sellers' acceptance of this Offer. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's inspections, testing or environmental reviews no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement.
- 2.6 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.
- 2.7 **Real Estate Taxes.** Sellers shall pay all real estate taxes assessed prior to or in 2016 payable before or in 2017. The taxes assessed in 2017 payable in 2018 shall be pro-rated to the date of Closing.
- 2.8 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.
- 2.9 **Redevelopment Commission Approval.** Pursuant to Redevelopment Commission Resolution 17-05, this offer is contingent upon approval of the purchase of the Real Estate by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve the purchase within thirty (30) days following acceptance of the offer by Seller, the offer to purchase is rescinded and the sale is terminated. This approval in Section 2.9 shall be separate and distinct from the acceptance of the environmental conditions in Section 2.3.

3. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Sellers' sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Sellers may elect either to pursue all available legal or equitable remedies.

4. **Closing and Possession.** Closing shall take place at time, date and location agreed upon by the Parties within fifteen (15) days of the Redevelopment Commission's acceptance of the environmental conditions of the Real Estate under Section 2.3, unless extended by mutual agreement. Costs of closing, except those specified elsewhere in this Offer, shall be shared between Buyer and Seller. At Closing, Sellers shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Subject to the Existing Lease, possession of the Real Estate shall be delivered to the Buyer on the date of Closing.

5. **Seller's Contingency.** The Buyer is aware that the Existing Lease provides Lessee with a right to match Buyer's offer within fifteen business days of Seller's acceptance of the Buyer's offer ("Right of First Refusal"). Acceptance of this Offer by Seller is contingent upon the Lessee not exercising its Right of First Refusal. Seller shall provide this offer to Lessee within one (1) business day of its execution, and shall inform Alex Crowley as soon as possible, and in no event later than 4:00 p.m. on Monday, February 6, 2017 if the Right of First Refusal has been exercised. Alex Crowley may be notified by e-mail or telephone.

6. **Charitable Donation.** Buyer will work with Seller to execute any documentation required by the United States Internal Revenue Service (IRS) or any other taxing entity to substantiate the donation to Buyer and the tax exempt status of Buyer, including IRS Form 8283.


7. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

8. **Duration of Offer.** This Offer shall expire if written acceptance endorsed hereon is not delivered by Sellers on or before 5:00 p.m., on Thursday, January 12, 2016.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

BUYER:

REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

By: 
Philippa M. Guthrie, Corporation Counsel, City of Bloomington

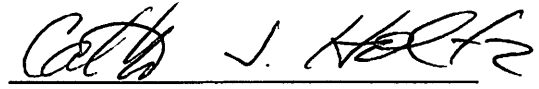
Date: January 11, 2017

ACCEPTANCE OF OFFER

The above Offer is accepted at 10:00 a.m./p.m. JAN 12, 2017.
Receipt of a signed copy of this Offer is acknowledged.

SELLERS:


~~Larry J. Holtz~~ KARRY H. HOLTZ


~~Cathy H. Holtz~~ CATHY J. HOLTZ

Date: JAN. 12, 2017

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

This Agreement, entered into on this 13th day of January, 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 a Phase 1 Environmental Site Assessment (“Phase 1”), which recommended that a Phase 2 Environmental Site Assessment (“Phase 2”) be completed; and

WHEREAS, BCA is qualified, willing, and able to provide the necessary 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 potential impacts from contaminants of concern (COCs) associated with coal ash & cinders (CAC) and other urban fill, as well as recognized environmental conditions (RECs) from the Phase 1:

1. Soil and Groundwater Probes – Install a total of three (3) soil probes (SP-1, SP-2, and SP-3) with temporary groundwater well points at locations described below. Collect a soil sample from each probe and analyze for poly aromatic hydrocarbons (PAHs), lead, arsenic, and mercury. Collect a groundwater sample from each temporary well point and analyze each for volatile organic compounds (VOCs) and PHAs (SP-3 only).

- a. SP-1: northeast portion of the property on the east side of the onsite building and west of the Stansifer property across South Walnut Street
 - b. SP-2: northwest portion of the property on the west side of the onsite building
 - c. SP-3: southwest portion of the property, west of the Meineke building
2. Shallow Hand Augers – Collect a total of six (6) shallow (0 to 1 foot) soil samples using a hand auger at locations on the western portion of the Property near the former rail grade and analyze soil samples for PAHs, lead, arsenic, and mercury.
3. Soil Gas Probes – Install a total of three (3) soil gas probes at locations described below. Collect soil gas samples from the probes and analyze for chlorinated volatile organic compounds (CVOCs).
- a. SGe-1: northeast portion of the property on the east side of the onsite building and west of the Stansifer property across South Walnut Street
 - b. SGe-2: northwest portion of the property on the west side of the onsite building
 - c. SGe-3: southwest portion of the property, west of the Meineke building

BCA will summarize the observations and data generated by the field investigation in a report, and submit the report to the City. The report will contain a detailed explanation and documentation of sample locations and collection procedures. 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.

Prior to entering the Property, BCA shall give the Property Owner's Representative, Jimmie Dean Coffee, reasonable notice of the intent to enter upon the Property. BCA shall restore or repair any damage to the Property as a result of its field investigation.

BCA shall complete the services under this Agreement no later than March 10, 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 Twenty Thousand Nine Hundred Fifty Three Dollars (\$20,953).

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

Philippa M. Guthrie, Corporation Counsel

Date

BCA ENVIRONMENTAL CONSULTANTS, LLC



Joel Markland, President

01/13/2017

Date


EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

E-VERIFY AFFIDAVIT

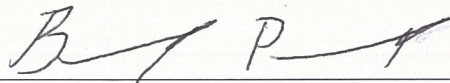
The undersigned, being duly sworn, hereby affirms and says that:

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
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 13 day of January, ~~2016~~ 2017


Notary Public's Signature
Bradley Pressley
Printed Name of Notary Public
My Commission Expires: 8/11/2024
County of Residence: Marion

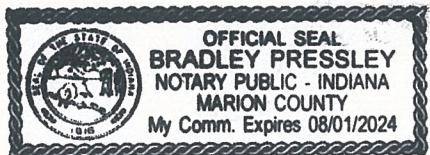


EXHIBIT B

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 13th day of January, 2017.

BCA Environmental Consultants, LLC

By: [Signature]
PRESIDENT

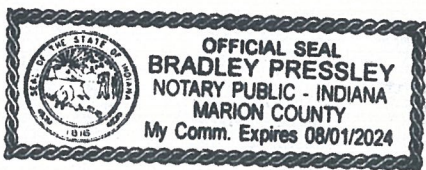
STATE OF Indiana)
) SS:
COUNTY OF Marion)

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 13 day of January, ~~2017~~ 2017

[Signature]
Notary Public's Signature

Bradley Pressley
Printed Name of Notary Public

My Commission Expires on:
08/01/2024



17-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AMENDMENT OF FUNDING APPROVAL FOR SOLAR INSTALLATION AT
BLOOMINGTON POLICE DEPARTMENT AND CITY HALL**

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, which has been expanded (the “Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

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

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF, and 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 November 17, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to move forward on three broad sustainability projects: (1) the installation of a full white roof at City Hall and the Police Station; (2) the installation of improved awnings over the Showers Plaza; and (3) the installation of solar panels at City Hall, on the improved Showers Plaza awnings, at the Police Station, and at the Animal Shelter (the “Project”); and

WHEREAS, the RDC approved the Form in Resolution 15-68; and

WHEREAS, Step 2 of the Project was identified as “Construction / Installation”; and

WHEREAS, the RDC approved funding for a contract between the City and Solar Energy Solutions, LLC (“Solar Energy Solutions”) to install solar panels at City Hall for an amount not to exceed Five Hundred Sixty Four Thousand One Hundred Sixty Nine Dollars (\$564,169) and at the Bloomington Police Department for an amount not to exceed One Hundred Sixty Six Thousand Three Hundred Eighty One Dollars (\$166,381) in its Resolution 16-88 (“Contract”); and

WHEREAS, Staff and the Solar Energy Solutions believe it is in the best interest of the City and the public to make the solar installation at the Bloomington Police Department slightly smaller, so as to permit easier access to the HVAC systems for necessary repairs; and

WHEREAS, Staff has negotiated an Amendment to the Contract, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Amendment would reduce the cost of the Bloomington Police Department solar installation from \$166,381 to \$164,012; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the expected cost of the Project and is attached to this Resolution as Exhibit B; 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, 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 16-88. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Seven Hundred Twenty Eight Thousand One Hundred Eighty One Dollars (\$728,181) to pay for the Solar Installation at City Hall and the Bloomington Police Department, to be payable in accordance with the terms of the Agreement with Solar Energy Solutions (dated January 13, 2017) and of the Amendment that is attached to this Resolution as Exhibit A. This funding approval shall replace the funding approval of an amount not to exceed Seven Hundred Thirty Thousand Five Hundred Fifty Dollars (\$730,550) contained in Resolution 16-88. For the avoidance of doubt, Resolution 16-88 (including the expiration date of the funding approval, the source of funding for the Project, and the change order allowance) shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AMENDMENT TO AGREEMENT FOR SOLAR PROJECTS FOR CITY BUILDINGS
between the
CITY OF BLOOMINGTON
and
SOLAR ENERGY SOLUTIONS, LLC (“Consultant”)

This Addendum amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Solar Energy Solutions, LLC (“Consultant”) for the installation of photovoltaic panels at City Hall and the Police Headquarters (“City Solar Installation”) entered into on January 17, 2017, as follows:

1. Changes to the Scope of Services:
 - a. Section 2.01 currently states: “CONTRACTOR shall provide services as specified in Attachment A, ‘Scope of Work’, attached hereto and incorporated into this Agreement.”
 - b. Attachment A includes: “Installation of all necessary modules, inverters, and mounting system to install 313,500 watts of PV capacity on the roof of City Hall and to install 78,375 watts of PV capacity on the roof of the Police Department (‘PV System’).”
 - c. Attachment A shall be amended to provide: “Installation of all necessary modules, inverters, and mounting system to install 313,500 watts of PV capacity on the roof of City Hall and to install 76,125 watts of PV capacity on the roof of the Police Department (‘PV System’).”
2. Change in Compensation:
 - a. Section 3.01 currently states: “Upon the submittal of approved claims for the City Solar Installation at Bloomington Police Headquarters, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Sixty Six Thousand Three Hundred Eighty One Dollars (\$166,381).”
 - b. Section 3.01 shall be amended to state: “Upon the submittal of approved claims for the City Solar Installation at Bloomington Police Headquarters, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Sixty Hour Thousand Twelve Dollars (\$164,012).”

3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

BOARD OF PUBLIC WORKS

SOLAR ENERGY SOLUTIONS, LLC

By: _____
Kyla Cox Deckard, President

By: _____

Name and Title

By: _____
Kelly M. Boatman, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

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: Sustainability Projects including Roof/Awning Upgrades and Solar Panel Installations in Various Public Facilities

Project Manager: Jacqui Bauer (coordinator) with Barry Collins, Dave Williams

Project Description: This project will cover several sustainability projects, including:
1. The installation of a full white roof at City Hall and the Police Station
2. The installation of photovoltaic panels (“Solar Panels”) at City Hall, and at the Police Station.

Each of these sustainability projects will be integrated into an energy dashboard, allowing for public education on renewable energy and the resulting taxpayer savings.

As part of the bidding process, Staff will ask the bidders to offer options for third-party ownership and financing, and to offer input on project timing, to enable the City to take advantage of federal tax credits (which will cover 30% of the total costs).

Staff has also had discussions with Duke Energy’s Renewable Energy Strategies team regarding a partnership. To this point, discussions have focused on Solar Panels on City Hall and in The Trades District.

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

- (1) It is substantial and complex work that involves the addition of new parts.
- (2) It will directly increase the value of the facilities impacted, by reducing their operating costs.
- (3) The upgraded roofs will perform as well as newly constructed roofs.
- (4) This project was not contemplated as part of the normal life cycle of the existing roof systems.

Additionally, these are projects that would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: November 2015
 End Date: December 2017

Financial Information:

Estimated full cost of project:	\$1,302,751
Sources of funds:	2015 Consolidated TIF Bond Consolidated TIF

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.

While it is anticipated that the projects will be bid together to realize cost efficiencies, the installation timing may vary from building to building due to programming needs in those facilities, or appropriate project phasing by City facilities staff and the contractor.

Step	Description	Estimated Cost	Timeline
1	Roof assessments/design for all buildings	\$36,070 ¹	July 2016 – July 2017
2	Construction / Installation		
	BPD HQ	\$88,500 ²	2016 completion
	City Hall	\$450,000	2017 completion
3	Solar Panel Installation	\$728,181	2017 completion

¹ This includes both the structural engineering provided by Silver Creek Engineering for \$5,770 and the design provided by STR-SEG for \$30,300.

² This includes the contract price (\$78,500) and a \$10,000 allowance for replacing insulation, to be installed at \$195 per 4’ x 8’ board of insulation.

TIF District: Consolidated TIF (Original Downtown TIF, Seminary Square TIF)

- Resolution History:** 15-68 Initial Approval of Project
16-32 Structural Engineering Services
16-76 Roof Design
16-77 BPD Roof Construction
16-88 Solar Panel Installation

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-10
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

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

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on December 5, 2016, 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 reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-80; and
- WHEREAS, Resolution 16-12 identified the Consolidated TIF as potential sources of funding for the Project; and
- WHEREAS, Step 1 of the Project was identified as “Preliminary Engineering & Right-of-Way Professional Services,” which was estimated at \$700,000; and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 16-12, Staff has solicited responses, evaluated those responses, and identified the response from Aztec Engineering Group, Inc. (“Aztec”) for \$705,053 for the Preliminary Engineering & Right of Way Professional Services for the Project as the best response; and
- WHEREAS, Staff has negotiated an agreement with Aztec 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 and Right of Way Professional Services for the Project pursuant to the terms of the Agreement; and

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Seven Hundred Five Thousand Fifty Three Dollars (\$705,053.00) to pay for the Preliminary Engineering and Right of Way Professional 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, 2019, the authorizations provided under this Resolution shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

PROJECT NAME: 17th Street (I-69 to Monroe/Arlington Roundabout) Final Design Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and AZTEC Engineering Group, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to reconstruct 17th Street from the Vernal Pike Overpass of I-69 to the Monroe/Arlington Roundabout; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of way acquisition, which shall be hereinafter referred to as "the Services"; and

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Seven Hundred Five Thousand Fifty Three Dollars (\$705,053.00). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be

caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:	Consultant:
City of Bloomington	AZTEC Engineering Group, Inc.
Planning and Transportation Dept.	320 W. 8 th Street, Suite 100
Attn: Neil Kopper	Bloomington, IN 47404
401 N. Morton Street, Suite 130	Attn.: Adrian Reid
Bloomington, IN 47404	

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

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

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

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

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

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

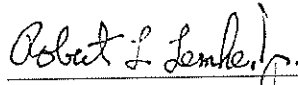
City of Bloomington
Board of Public Works

By: _____

Kyla Cox Deckard
President

Consultant

AZTEC Engineering Group, Inc.



Robert L. Lemke, Jr.
Chief Executive Officer

By: _____

John Hamilton,
Mayor

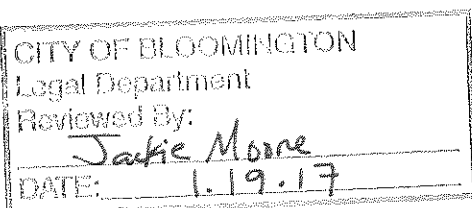


EXHIBIT A
SCOPE OF ENGINEERING SERVICES



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



EXHIBIT A – SCOPE OF SERVICES
17th Street (Lismore Drive to Monroe Street)
City of Bloomington, IN
Project Number: INMUN1601
Revised January 18, 2017

PROJECT BACKGROUND

The 17th Street Project from Lismore to Monroe was a result of an agreement between the City of Bloomington (City) and the Indiana Department of Transportation (INDOT) during the Partnering Agency meetings for I-69 Section 5. The project is listed in the FEIS/ROD for Section 5 as an environmental commitment because I-69 Section 5 includes a bridge at the west end of 17th Street, spans the mainline of I-69, and connects to Vernal Pike on the west side of the highway. With the new connection across I-69 to Vernal Pike, the City anticipates additional traffic in this roadway segment and has already made improvements to the intersection of 17th Street and Arlington Road. With completion of the bridge and connection to Vernal Pike imminent, improvements to the remaining segment of 17th Street are needed as soon as possible.

PROJECT OVERVIEW

AZTEC will provide professional design services for the development of final roadway plans of 17th Street for construction in INDOT Fiscal Year 2018. This project is funded through a combination of sources, including Community Crossroads funding, an INDOT interlocal cooperative agreement, and local funding sources.

The 17th Street Project includes full reconstruction of the existing roadway, multiuse path on the north side of 17th Street and sidewalk on the south side. 17th Street will be designed with one lane in each direction with curb and gutter, storm sewer, utility adjustments, street lights, pedestrian crosswalks, and new driveway aprons. Improvements to Lindbergh Drive include the possibility of converting it from a one-way to a two-way street. Design of utility relocations for City of Bloomington Utilities (CBU) will be included as a part of the design.

PROJECT LOCATION

This project is located in the City of Bloomington on 17th Street between the I-69 Vernal Pike/17th Street overpass and the 17th /Arlington/Monroe Roundabout, for a distance of 2500 ft. in length.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2555 | F: 812.333.3941
www.aztec.us



BASIS OF ESTIMATE

PROJECT SCOPE FINAL DESIGN – 17th Street

The following text describes the Scope of Services to be provided for the City of Bloomington and includes the assumptions made in the development of the scope.

1. Data Collection, Survey, Geotechnical Investigation

- A. AZTEC's scope and cost proposal includes the following:
- Compilation of plans, platting, and City GIS information for reference.
 - Incorporation of GIS information into CAD to cross-reference field survey.
- B. AZTEC's sub-contractors **Data Collection** includes the following:
- *Bledsoe Riggert Cooper James (BRCJ)* – Topographic survey, route plat survey
 - *Earth Exploration, Inc.* – Geotechnical Investigation and recommendations
 - *Courtland Title* – Title & Encumbrance Reports
- C. The City will provide the following information:
- GIS/CAD information for the corridor and any adjacent projects. This includes CBU facilities, storm water, roadway, parcel, building, address, and other information that AZTEC may request.
 - Relevant plan information for the 17th and Arlington Roundabout Project.
 - Any information regarding the original construction or platting of 17th Street (if available).
- D. Assumptions regarding **Data Collection** include the following:
- Written survey notice provided and distributed by AZTEC, but the City of Bloomington will approve the notifications.
 - Survey distances will be provided as "ground" distances.
 - Plan information for 17th and Crescent intersection improvements provided by AZTEC as conducted with I-69 Section 5 design work.
 - Survey will capture trees that are 4" DBH and over and will identify them as coniferous or deciduous.
 - Vertical control will be based on NAVD 88 Datum. The correction between NAVD 88 and the control used for I-69 will be noted on the plans for the project control conversion from the I-69 Project Limits to the 17th Street Project.
 - Title work has been estimated based on 20 parcels with a 50% split between residential and commercial properties.
 - The Geotechnical investigation includes up to four borings for design of a possible retaining wall and establishing a rock profile for the excavation quantity purposes.



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
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2. Meetings

- A. AZTEC's scope and cost proposal includes the following meetings:
- One (1) Early Public Outreach Meeting to be attended by one AZTEC staff. The meeting will be led by the City and held with stakeholders, Crescent Bend Neighborhood Association, and elected officials. The meeting will occur before design work begins, and its purpose will be to solicit input on the project design and amenities.
 - One (1) formal Public Meeting at approximately 15% design completion with the purpose of vetting up to three (3) design options to a wider public audience than the Early Public Outreach Meeting. This meeting will be open house format and attended by three (3) AZTEC staff. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - One (1) Public Outreach Meeting at 80% design completion with the purpose of receiving feedback from stakeholders on the design and amenities, such as landscaping, which can be changed before the design is finalized for bidding. The meeting will be open house format and facilitated an AZTEC staff of three (3) people. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - One (1) Utility Field Check meeting at 60% design with the project Utility Coordinator and two (2) AZTEC staff in attendance with the purpose of meeting with representatives from all utility companies, including CBU, to discuss potential impacts to their facilities, relocations, and protect in place plans.
 - Three (3) Over-the-Shoulder (OTS) design review meetings hosted by AZTEC with the purpose of reviewing design development with City staff. These meeting will last one hour and will allow the City to review design progress and give input on the direction of the design.
 - Three (3) meetings with City boards and commissions such as Tree Commission, Redevelopment Commissions, and Board of Public Works will be included in the scope. One AZTEC team member will attend each meeting as directed by City staff.
 - Ten (10) status meetings with City Planning and Engineering staff for the duration of design.
 - One (1) pre-bid meeting to provide support and answer contractor questions during the bidding process.
- B. AZTEC sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.
- C. The City will provide the following:
- Approval and distribution of public notices for public meetings.
 - Obtaining all Public Meeting Locations and appropriate insurance, except the OTS meetings at AZTEC's Bloomington office.



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D. Assumptions regarding Meetings include the following:

- AZTEC will provide visuals materials and plans for each public meeting. These materials will be coordinated and approved by the City Staff a minimum of one week prior to the meeting.
- A Project Kickoff meeting is not specifically listed and was assumed to be included in one of the ten status meetings.
- Sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.

3. Signing, Marking, Lighting, and Maintenance of Traffic (MOT)

A. AZTEC's scope and cost proposal for Signing, Marking, Lighting, and MOT includes the following:

- MOT plans showing a full closure of 17th Street during construction. Local access for residents and services (municipal, postal, etc.) will be provided.
- Street lighting design for the 17th Street project limits at a minimum this will include lighting all public street intersections.
- Details, General Notes, and Plan Sheets appropriately scaled for implementation of new signage, marking, MOT, and street lighting.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Signing, Marking, Lighting, and MOT.

C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Direction on lighting design for the corridor.
- Input on specific signage, striping, and other permanent countermeasures (RRFBs, etc.) for inclusion in the design plans and specifications.

D. Assumptions regarding Signing, Marking, Lighting, and MOT include the following:

- The intent of street lighting is to illuminate the roadway and will follow the road alignment. Street lighting is not anticipated to be pedestrian scale with publicly vetted decorative light poles.
- Street lighting fixtures are assumed to be from a list of standard options provided by the Department of Public Works in coordination with Duke Energy.
- MOT, signage and striping plans will be designed in accordance with Indiana MUTCD standards.



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4. Roadway Design

A. AZTEC's scope and cost proposal for Roadway Design services include the following:

- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
- Quantities, cost estimates, and bid specifications to be included in a bid package for a public bidding process through the City Board of Public Works.
- A revised vertical alignment to improve sight distance at Lindbergh Drive.
- A revised horizontal alignment at the east end of 17th Street by extending the exit curve from the 17th & Arlington Roundabout and shifting the roadway to the south. This design detail is proposed to avoid relocation of Duke utility poles but expected to be finalized during design. Final design will include the geometric features required both to complete the project as scoped and to achieve the project goals.
- Cross-section sheets at 50 ft. intervals, at driveway locations, and where other unique features require additional detail for construction.
- Design of a 10-foot-wide multiuse path along the north side of 17th Street. The path termini are the multiuse path at the 17th & Arlington Roundabout and the path constructed with I-69 as part of the improvements to 17th Street and Crescent Road.
- A buffer between the back of curb and multiuse path varying in width from 0 ft. to approximately 25 feet to avoid relocating Duke Energy utility poles to the extent practicable. An existing sidewalk along the north side of 17th Street will be removed and replaced by the multiuse path.
- A sidewalk on the south side of 17th Street. Existing sidewalk already exists from Lismore Drive to Lindbergh Drive and will be maintained in place where it already complies with ADA. No sidewalk exists between Lindbergh Drive and the roundabout path. AZTEC will design new sidewalk facilities that will include either a 6 ft. monolithic sidewalk or 5 ft. sidewalk with 5 ft. tree plot, depending on the ROW constraints and proposed changes to the roadway alignment. Sidewalk design will comply with PROWAG.
- Design of Lindbergh Drive to accommodate Bloomington Transit bus traffic including, at the City's direction, the possible conversion of Lindbergh Drive to a two-way street.
- Plan submittals at 60% and 100% comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Roadway Design.



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C. The City will provide the following:

- Feedback in written form or as plan mark-ups for formal plan submissions.
- Input on permanent roadway elements (detectable warning plates, street trees, hand holes, walls, etc.) for inclusion in the design plans and specifications.
- Direction on the possible conversion of Lindbergh Drive to a two-way street.
- Plan submission of AZTEC's roadway plans, specifications, special provisions, and documents via email to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Roadway Design include the following:

- Plan sheets and profile sheets for the length of the 17th Street project, approximately 2500 feet counting the tie-ins to prior projects at either end of the project. The sheets scale will be 1" = 20 ft.
- The project design will emphasize bicycle and pedestrian features, and priority should be given to these modes of transportation.
- Indiana Design Manual (IDM) is not the preferred design guidance as on a traditional, federally funded project. AZTEC will draw from NACTO, ITE, and AASHTO guidance in designing a project balancing vehicular needs with the needs of bicyclists and pedestrians in the corridor.
- Design speed and posted speed will be designed using 30 mph (if possible).
- The proposed vertical alignment for 17th Street should preserve the natural terrain to the extent practicable.
- No traffic studies or analyses pertaining to 17th Street will be conducted.
- AZTEC will provide design plans to the City for their review and comment concurrently with INDOT's cursory review of the roadway plans. INDOT's review is assumed to occur only one (1) time and will not be a formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

5. Utility Design

A. AZTEC's scope and cost proposal for Utilities Design includes the following:

- A Utility Coordinator (sub-consultant) will contact the utility owners located within the 17th Street corridor.
- Preparation of Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of municipally owned and maintained utilities and fiber optic facilities.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- A Field Check meeting will be performed at approximately 60% complete plans as described in **2. Meetings**. The Utility Coordinator will schedule and facilitate the meeting.
- Review of each utility owner's utility relocation and/or protect in place plans by the Utility Coordinator and AZTEC staff to ensure their incorporation in the plans.



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- Contacting the utility owners within the boundaries of the project to request and collect the available utility maps, plans and as-built records. Preliminary review of the project indicates that the utility owners in the area include but are not limited to the following:
 1. CBU (water, sewer, storm)
 2. Vectren Gas
 3. Duke Energy
 4. Comcast
 5. AT&T
 6. Smithville
 7. Zayo
 8. US Signal
 - Design of CBU relocations for the 24" water main, sewer lines and all CBU facilities requiring relocation or protection in place for the project. AZTEC will coordinate directly with CBU to determine their relocation needs.
 - Design of fiber conduit for the City's City-wide Broadband initiative. The fiber conduit will begin at the Vernal Pike Bridge east terminus and extend to the roundabout to a location to be determined by the City.
 - It has been assumed that up to 40 Potholes will be required for this project. AZTEC will perform the potholing services and Payment will be based on the actual number of potholes taken.
 - Plan submissions comprised of one (1) set of 11x17 (half-scale) plans and one (1) set of 22x34 (D-size, full scale) plans. Two full scale plan sets will be submitted to CBU when plans are approved and finalized.
 - Preparation of utility clearance letters for each submittal using the City's format.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
- B. AZTEC's sub-contractors for Utility Design include the following companies (please refer to the scope of services attached at the end of AZTEC's scope):
- *Christopher B. Burke Engineering, LLC (CBBEL)* – Utility Coordination
- C. The City will provide the following:
- Feedback in written form or on plan mark-ups for formal submissions.
 - GIS information regarding CBU facilities in the 17th Street corridor.
 - As-built information, if available, for the 24" water main, sewer, and any facilities in the project area.
 - Easement information for any water, sewer, or storm water in the project area.
 - Guidance on the extent of relocation work necessary for CBU facilities identified in the corridor (relocate or protect in place)
 - Submission via email of AZTEC's utility relocation plans to INDOT for review and comment. This review is assumed to be cursory and not a formal INDOT review.



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D. Assumptions regarding Utility Design include the following:

- Submittals to CBU in accordance with their review process. Design of CBU facilities will follow current CBU Standards and Specifications. City Planning and Engineering Project Management staff will be copied on all correspondence with CBU.
- CBU relocation design will be incorporated into Roadway plans and bid simultaneously as one project. AZTEC coordination with the City of Bloomington Utility Service Board is not anticipated.
- AZTEC will coordinate with City ITS staff to determine their needs for fiber optic facilities in the corridor and copy City Planning and Engineering Project Management staff on all correspondence.
- Meetings with Utility Service Board (USB) and USB approvals are not anticipated for the project.
- Design of the fiber conduit will include conduit and hand holes only. AZTEC will not be involved in the design of the fiber line and associated equipment.
- AZTEC will not identify any future utility needs for the City as part of the design. Design of utility alignments and service requirements of future utilities will not be provided as part of these services.
- AZTEC will provide utility relocation plans to the City for their review and comment concurrently with INDOT's cursory review of the relocation plans. INDOT's review will not be the formal review conducted for a typical LPA project with federal aid. INDOT reviews of over two (2) weeks may delay the project schedule.

6. Structural Design

A. AZTEC's scope and cost proposal for Structural Design services include the following:

- Retaining wall design for approximately 500 ft. of retaining wall where the roadway may be lowered west of the Lindbergh Drive intersection and in other locations where ROW is constrained.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of retaining walls within the public ROW.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Structural Design.

C. The City will provide the following:

- Direction on the desired aesthetics for new retaining walls in the corridor.

D. Assumptions regarding Structural Design include the following:

- Retaining wall is anticipated to be used where the roadway profile is being lowered and in areas where ROW is constrained.



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7. Drainage Design

A. AZTEC's scope and cost proposal for Drainage Design include the following:

- A storm water system to capture runoff via ditches, curb and gutter, inlets and storm pipe.
- A Storm Water Pollution Prevention Plan (SWPPP) and Rule 5 permit for land disturbance of over 1 acre in accordance with 320 IAC 15 Rule 5.
- Post-construction Best Management Practices (BMPs) including surface stabilization, runoff control, runoff conveyance, outlet protection, and storm water quality measures.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of storm water infrastructure elements.
- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
- Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize sub-consultants for Drainage Design.

C. The City will provide the following:

- Feedback in written form or on plan mark-ups for formal plan submissions.
- Input on permanent drainage elements for inclusion in the design plans and specifications.
- As-built information, if available, of public and private storm water infrastructure for City projects and private developments in the project area.
- Direction on preferred Storm Water Quality BMPs for implementation in the drainage design.

D. Assumptions regarding Drainage Design include the following:

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Storm water detention will not specifically be required by the City because the design will extend storm water pipe for the length of the project.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.



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8. Right-of-Way Engineering Services

A. AZTEC's scope and cost proposal for ROW Engineering Services include the following:

- Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
- Preparation of Legal Descriptions for parcels requiring acquisition.
- Management of ROW Acquisition sub-consultant activities.
- Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
- Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
- ROW Engineering and a route plat survey for the project.
- Buying and ROW management services to facilitate an organized, prioritized acquisition process. AZTEC will utilize a two track process identifying and prioritizing higher priority parcels and lower priority parcels for acquisition. High priority parcels will begin the acquisition process first.

B. AZTEC's sub-contractors for ROW Engineering & Acquisition Services include the following companies (please refer to their respective scopes of services attached at the end of AZTEC's scope):

- *Todd Taylor* – ROW Buying Services
- *Monroe-Owen Appraisals* - Appraisals
- *First Appraisal Group* – APAs and Review Appraisals

C. The City will provide the following:

- Recording fee reimbursement at cost.
- Review and approval of appraisers' Statements for Basis of Just Compensation by City Legal. AZTEC will provide the text and documents and disperse offer letters after receiving City approval.
- Review and authorization to distribute 10-day letters before the end of the 30 day offer period or as otherwise determined by the City. AZTEC will provide the text of the 10-day letter to the City for approval.
- Approval of administrative settlements
- Submission of documentation of parcel acquisitions to INDOT via email for review and comment. The INDOT review is assumed to be cursory and not a formal INDOT review.

D. Assumptions regarding Right-of-Way Acquisition Services include the following:

- Up to 20 parcels require acquisition. The ROW Acquisition will follow the Uniform Act but not the INDOT process utilizing the LRS system.
- Without APAs, the type of appraisal necessary (e.g. waiver valuations, long form and/or short form) are unknown. As a result, ROW services are proposed as a "cost-plus, not-to-exceed" amount.
- For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.



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- ROW acquisition is “fee simple,” so ROW will not be acquired as easement.
- ROW acquisition documentation will be provided to the City to email to INDOT for a cursory review but not INDOT’s formal approval of land acquisition via the LPA process using federal funds.

9. Landscape Architecture Services

- A. AZTEC’s proposed estimate to provide Landscape Architectural design services is based on the following:
- Basic Landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
 - Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.
 - Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through the City Board of Public Works.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.
- B. AZTEC will not utilize sub-consultants for Landscaping Services.
- C. The City will provide the following:
- Review and comment of formal submissions in written form or on plan mark-ups.
 - Direction regarding selection of landscape elements for inclusion in the landscape plans.
- D. Assumptions regarding Landscaping Services include the following:
- The project does not include a formal streetscape design. Decorative lighting, provisions for public art opportunities, specialized signage, decorative plantings, etc. are not included in the scope and would be added with a contract modification.
 - Street tree species selection and will be coordinated with the City Urban Forester and Tree Commission. City Planning and Engineering Project Management staff will be copied on all correspondence.
 - Removal of trees in the public ROW will follow the City Ordinance for removal of trees in the ROW and coordinated with the City Urban Forester and Tree Commission.

10. Environmental Services

- A. AZTEC’s proposed estimate to provide Environmental Services for the design of this project is based on the following:
- Compliance with IEPA including a state clearance document in a format provided by INDOT, or if no established format or requirements exist, an adapted INDOT CE/EA form removing references and requirements to federal references. The only alternatives considered will be build and no-build.



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- A red-flag investigation (RFI) to determine if Phase I investigations are recommended for properties requiring ROW acquisition.
 - A Public Involvement Plan (PIP) which includes early coordination letters for agencies and stakeholders distributed on City letterhead.
 - Three public meetings (see **2. Meetings**) held at City or another public facility.
 - Consultation with INDOT-CRO to determine whether an archaeological survey is needed.
 - Storm water requirements will be handled with a Rule 5 permit through IDEM.
- B. AZTEC will not utilize sub-consultants for Environmental Services.
- C. The City will provide the following:
- Appropriate staff for purposes of coordination regarding project impacts on historic properties, tree canopy, karst features, etc.
 - Assessment and feedback in written form or on plan mark-ups regarding project compliance with applicable City ordinances and overall environmental impacts.
 - Direction regarding any required mitigation as a result of the project.
- D. Assumptions regarding **Environmental Services** include the following:
- Right-of-way will be acquired for this project. It has been assumed that acquisitions will not result in any residents or businesses being displaced.
 - If an archaeological survey is required, that effort will be submitted under a separate scope and cost.
 - There is no involvement with farmland.
 - There will be no socioeconomic impacts or impacts to protected populations as a result of the project. No detailed analysis of these resources will be performed.
 - No detailed analysis of secondary and/or cumulative impacts will be performed
 - Because this project will not increase through-capacity, traffic speeds, heavy truck percentage, or substantially change the vertical profile of the road, no traffic noise analysis will be performed.
 - The project is located in an area that meets NAAQS; no air quality analysis is required
 - No detailed analysis of visual resources impacts is required.
 - Construction-related impacts will be addressed through compliance with Bloomington municipal code and construction/excavation permitting requirements.
 - Traffic control, property access, and detours will be designed and implemented in accordance with Bloomington municipal code. Access to adjacent residences and businesses will be maintained throughout construction.
 - No cemetery will be impacted by this project.
 - Section 4(f) does not apply to this project because no federal aid funds will be used.



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- Although the City of Bloomington is not a party to the Karst MOU, the project will abide by the stipulations of the MOU should karst impacts be identified during construction
- Impacts to Endangered Species Act-protected species and nesting birds protected under the Migratory Bird Treaty Act will be coordinated with the Indiana Department of Natural Resources Division of Fish and Wildlife.
- There are no apparent US Army Corps of Engineers jurisdictional streams or wetlands in the project limits. Section 404/401 permitting is not a requirement of this project.
- There are no anticipated impacts to ground or drinking water.
- The project area does not occur within a sole source aquifer area.
- According to the FEMA FIRM map for the area, there are no floodplains in the project limits.
- There are no State Natural, Scenic, and Recreational Rivers in the project limits.

11. General Administration

A. AZTEC's proposed estimate to provide General Administration services for the design of this project is based on the following:

- Coordination with City of Bloomington as needed for the design.
- Coordination with sub-consultants as required for the design services.
- Administration of project-related office services (meeting agendas, contract administration, copies, invoicing, etc.)
- A Quality Control Review of all plans and calculations will occur for each submittal. This activity is accounted for in the individual design categories and review activities are directed by the Quality Manager.
- AZTEC will provide an engineer's construction cost estimate and bid schedule as part of the 60% and 100% submittals. AZTEC will also provide conceptual estimates presented as a cost range specifically for any options presented at public meetings.
- AZTEC will provide technical specifications for the projects as part of the 100% final submittal.

B. AZTEC will not utilize sub-consultants for Project General Administration.

12. Exclusions

In addition to the exclusions noted in the prior text, the following items have also been excluded from the scope of services:



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- Traffic engineering / traffic studies in the 17th Street corridor.
- Pavement design in accordance with the INDOT Design Manual.
- Environmental services and approvals following the NEPA process.
- Formal streetscape design in the 17th Street corridor.
- US Army Corps of Engineers 401 & 404 permits applications.
- Railroad coordination and permitting.
- Formal INDOT plan review submissions following the INDOT-LPA process for federal aid projects.
- ROW Relocation Services.
- Construction inspection and materials testing services.

EXHIBIT A.1
BRCJ Survey Scope & Cost

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

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September 19, 2016

Adrian Reid
AZTEC Engineering
320 West 8th Street, Suite 100
Bloomington, Indiana 47404
Office: 812.717.2560
Email: areid@aztec.us

Re: City of Bloomington 17th Street Project - Bloomington, Indiana

Mr. Reid,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the City of Bloomington 17th Street project. We propose to perform the following scope of services for a **Lump Sum Fee of \$29,225.00**.

SCOPE OF SERVICES:

- 1) Prepare a Route Survey per Title 865 Indiana Administrative Code.
 - a. Establish apparent right-of-way lines on both sides of 17th Street from the west end of the 17th/Arlington Road roundabout project to the I-69 project limits near the intersection of North Crescent Road.
 - b. Provide the parcel number, current owner, current deed of record, and the property address of the parcels affected.
- 2) Prepare a topographic survey.
 - a. A topographic survey will be performed based on the attached Proposed Topographic Survey Limits for approximately 15 acres. Area under construction for the Vernal Pike I-69 bridge near the west end of the 17th Street project is not included in the survey limits.
 - b. Locate trees 4" in diameter and larger. Note the size and if it is a deciduous or a coniferous tree.
 - c. Locate visible (risers, meters, valves, ect...) utilities and utilities marked by Indiana 811. Overhead utilities will be identified as overhead without special investigation to the type or nature.
 - d. Locate storm and sanitary structures. Rim, Inverts, and pipe sizes will be noted.
- 3) Established horizontal/vertical control.
 - a. Horizontal control will be established on a random local coordinate system.
 - b. Distances will be provided as ground distances.
 - c. Vertical control will be based upon the NAVD 88 Datum. The correction between the I-69 vertical control and NAVD 88 will be noted for transition into the I-69 project at the west end of the 17th Street project.
 - d. Horizontal/Vertical control will be established every 500' along the limits of the project.
- 4) Provide a final AutoCAD Civil 3D drawing (.dwg) and PDF (.pdf) of the combined Route Survey and topographic survey once completed.
- 5) Schedule.
 - a. Research will begin within 1 week of notice to proceed.
 - b. Field work will begin within 2 weeks of notice to proceed.
 - c. Project will be completed 4 to 6 weeks after notice to proceed pending any weather delays.

Work not included in the scope of services will be provided at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

Term & Conditions of payment:

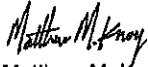
- Invoices will be rendered monthly based on the approximate percentage of services complete.
- The client is responsible for full payment within Thirty (30) days after an invoice is rendered.
- BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.
- The above stated lump sum price will be accepted for 30 days from the proposal date.

Bledsoe Riggert Cooper James
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Page 2 of 3
City of Bloomington 17th Street Project

Please sign and return a copy of this proposal for notice to proceed.

Sincerely,



Matthew M. Knoy | PS
Bledsoe Riggert Cooper James, Inc.

Clients Signature Date

BRCJ HOURLY FEE SCHEDULE

Registered Land Surveyor	\$120.00
Registered Engineer	\$120.00
Graduate Surveyor / Engineer	\$84.00
Two-Man Survey Crew (Including GPS and Robotics Crew)	\$120.00
Drafting	\$74.00
Surveying / Engineering Technician	\$74.00
Clerical	\$64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

PROPOSED TOPOGRAPHIC SURVEY LIMITS

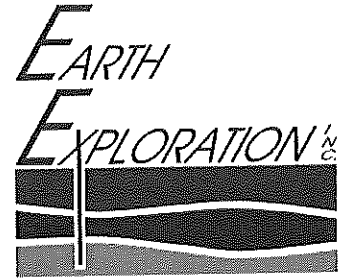
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City of Bloomington
17th Street Project



EXHIBIT A.2
Earth Exploration Scope & Cost

September 16, 2016

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269-262-4320 or 574-233-6820
(FAX) 269-262-4479

Re: Proposal for Professional Services
Geotechnical Evaluation and Pavement Analysis
17th Street Improvements
Bloomington, Indiana
EEI Proposal No. P1-16-657

Dear Adrian:

Earth Exploration, Inc. (EEI) is pleased to submit the following proposal to perform professional services for the referenced project. This proposal is in response to you recently being selected by the city and our telephonic conversation on September 14th.

PROJECT DESCRIPTION

We understand that the City of Bloomington is planning to make improvements to 17th Street from near Crescent Road to near Monroe Street for a total distance of about 1,900 ft. Based on our conversation, the improvements are expected to include pavement reconstruction, and the typical section will include no less than two travel lanes with curb and gutter and a 10-ft wide multi-use path. To accommodate the typical section and minor vertical curve corrections, you anticipate that up to 500 ft of new retaining wall construction will be required but that the wall will not exceed a total height of 5 ft. Along with the curb and gutter, drainage improvements are planned to include new storm sewers, and we have assumed they will be established up to 10 ft below the surface. Additional information such as MOT during construction, any intersecting roadway improvements, and retaining wall geometry is not known at this time.

SCOPE OF SERVICES

We will complete a geotechnical evaluation to conform to the standard of care and perform an analysis of the adjacent (new) pavement sections for use as the section for 17th Street. Our geotech evaluation will assess the impacts of the soil (and rock) conditions on the proposed design and construction. Based on our review of publicly-available geologic information and experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of moderate to high plasticity cohesive soils overlying bedrock likely within the depth of interest.

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
17th Street Improvements – Bloomington, IN

September 16, 2016
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Our scope of services will include:

1. Performing up to four borings for the roadway to an average depth of 12 ft (depending on the depth of new storm structures) and up to five borings to a depth of 15 ft for the retaining wall(s). Depending on the depth to rock and pending details of the planned improvements, soundings to rock may also be performed between the boring locations. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. The borings will be performed with flagmen for traffic control. The borings will be backfilled at completion of the field work with auger cuttings and bentonite chips, and the pavement will be patched. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. Furthermore, we will obtain permits and contact Indiana 811 to arrange an underground utility line location check;
2. Performing appropriate laboratory tests including visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, moisture-density relations, CBR, pH, and unconfined compression;
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - a. Subgrade preparation and improvement, as necessary, for support of sewer structures, embankment fill, and pavement;
 - b. Pavement and retaining wall design parameters;
 - c. Placement and compaction of embankment fill and backfill for sewer and retaining structures; and
 - d. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, rock excavation, etc.); and
4. You have requested evaluation of adjacent pavement sections for use as the section for 17th Street. As such, we will perform an analysis of those sections using traffic information and performance expectations to be provided by others. Our analyses will be completed using the MEPDG approach (AASHTOWare PavementME) in general accordance with Ch. 304 of the INDOT Design Manual and applicable memoranda. We have not included temporary pavement, an alternate pavement type, S-lines, or life cycle cost analyses in our effort. We will prepare a brief letter summarizing the results of our analyses.

As you are aware, the geologic conditions in the area are karstic. Our scope does not include an evaluation of karstic features, and risks of unknown karstic conditions will be present. If suspected karstic features are exposed during our evaluation, we will contact you for further direction.

Mr. Adrian Reid, P.E.
AZTEC Engineering Group, Inc.
17th Street Improvements – Bloomington, IN

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COST

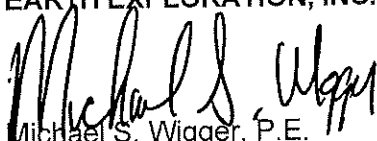
We propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate, and we estimate that cost to be up to \$10,700. Please recognize that the fee is approximate because it is based on estimated quantities and only narrative project information at this time. If any significant variations develop during the course of our evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

We anticipate that you will prepare an agreement outlining the terms and conditions for our review. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

EARTH EXPLORATION, INC.


Michael S. Wigger, P.E.
Vice President

Enclosure: Cost Estimate

COST ESTIMATE
Geotechnical Evaluation
17th Street Improvements
Bloomington, Indiana

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$525.00 / LS	525.00
Test boring with SPT sampling	125 ft	\$15.00 / ft	1,875.00
Shelby tube sampling	ea	\$60.00 / ea	
ATV-mounted equipment	day	\$300.00 / day	
Rock coring	10 ft	\$31.00 / ft	310.00
Rock core set-ups	2 ea	\$85.00 / ea	170.00
Soundings	75 ft	\$7.50 / ft	562.50
Pavement cores	ea	\$120.00 / ea	
Road closure	day	\$100.00 / day	
Traffic control (flagmen)	2 day	\$600.00 / day	1,200.00
Boring layout, permits and utility coordination	1 LS	\$720.00 / LS	720.00
Support truck	2 day	\$100.00 / day	200.00
		Subtotal	<u>5,562.50</u>

LABORATORY

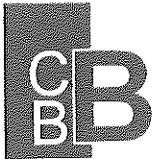
Visual soil/rock classification, moisture content and hand penetrometer readings	4 hr	\$75.00 / hr	300.00
Atterberg limits	5 ea	\$75.00 / ea	375.00
Grain size analysis	1 ea	\$120.00 / ea	120.00
pH determination	5 ea	\$30.00 / ea	150.00
Unconfined compression	3 ea	\$80.00 / ea	240.00
Standard Proctor	1 ea	\$145.00 / ea	145.00
California bearing ratio (CBR)	1 ea	\$400.00 / ea	400.00
		Subtotal	<u>\$1,730.00</u>

ENGINEERING

Geotechnical report	1 LS	\$1,800.00 / LS	1,800.00
Pavement analysis	1 LS	\$1,600.00 / LS	1,600.00
		Subtotal	<u>\$3,400.00</u>

Estimated Total \$ 10,692.50

EXHIBIT A.3
CBBEL Scope & Cost



Christopher B. Burke Engineering, LLC

115 W. Washington St. Suite 1368 South Indianapolis, IN 46204 317.266.8000 cbbel-in.com

September 20, 2016

Adrian Reid, PE
Aztec Engineering Group Inc.
320 W. 8th St.
Suite 100
Bloomington, IN 47404

Subject: **17th Street Improvements (Lismore Drive to Monroe Street)
Professional Services Proposal**

Dear Mr. Reid

Christopher B. Burke Engineering, LLC (CBBEL) is pleased to provide this proposal for professional engineering services related to the 17th Street Roadway Improvements in Bloomington Indiana. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Aztec Engineering Group Inc. (Aztec) was selected by the City of Bloomington to provide professional services related to the 17th Street Improvements project from Lismore Drive to Monroe Street. The ultimate goal of the project is to improve the level of service and connectivity needs of 17th Street for the City of Bloomington. CBBEL staff is familiar with the changes to the roadway systems surrounding 17th Street and the need for improvements. CBBEL staff, as a part of the overall project, will assist with the utility coordination for the sizable amount of utility infrastructure within the project limits.

SCOPE OF SERVICES

Services to be provided by CBBEL for this work have been identified as follows:

Task 1 – Utility Coordination: CBBEL staff will provide documentation and preliminary drawings (to be completed by Aztec) to utilities within the project limits. CBBEL staff will review the survey data provided by Aztec and will discuss solutions to protect in place as much infrastructure as practical. CBBEL staff will review information received from the utilities and coordinate with Aztec during the design to help finalize agreement documentation when utility infrastructure will be required to relocate. CBBEL staff will also plan on visiting the project site occasionally when relocations are occurring. It is assumed that City of Bloomington Utilities (CBU) (water, sewer & possibly in the near future fiber conduit), Vectren gas, AT&T, Duke Transmission, Duke Distribution, Zayo Fiber Solutions, and U.S. Signal are within the project limits. It is assumed that CBU water, sewer and Vectren gas will need to be relocated or adjusted. If there are additional utilities not listed above or additional utilities that need to be relocated within the project limits additional staff time may be needed which may require additional fee. CBBEL has assumed a total of 64 hours of staff time for this task.

Task 2 – Meetings: CBBEL staff anticipate coordination meetings with each of the utilities within the project limits to discuss the overall project, infrastructure protection, alternative solutions and relocations if needed. CBBEL staff would expect to provide agendas and meeting minutes for each meeting. CBBEL anticipates:

- 3 meetings with the City of Bloomington Utilities
- 2 meetings with Vectren gas
- 1 meeting with AT&T

- 1 meeting with Duke Transmission
- 1 meeting with Duke Distribution
- 1 meeting with Zayo Fiber Solutions
- 1 meeting with U.S. Signal

CBBEL staff also anticipate five meetings in Bloomington with Aztec staff to discuss coordination, design or other requests for meeting. CBBEL has assumed a total of 60 hours of staff time for this task.

EXCLUDED SERVICES

Based on information available at this time, CBBEL does not believe that the services listed below will be required to complete utility coordination. If conditions change and any of the services listed below (or other services not described above) are required, CBBEL will prepare a contract amendment for the required services. Services not included in this contract:

1. Utility coordination following INDOT guidelines and documentation requirements
2. Design, permitting or construction observation services

ESTIMATED FEE

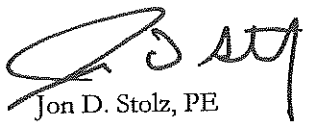
We have estimated the total fee for completing this project should not exceed **\$18,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Mark Kaiser, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY AZTEC ENGINEERING GROUP, INC.:

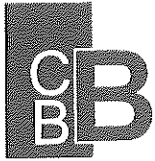
Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
General Terms and Conditions



Christopher B. Burke Engineering, LLC

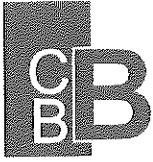
Standard Charges for Professional Services, January 2016

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	190
Engineer IV.....	168
Engineer III.....	139
Engineer I/II.....	111
Resource Planner V.....	151
Resource Planner IV.....	139
Resource Planner III.....	125
Resource Planner I/II.....	105
Engineering Technician IV.....	145
Engineering Technician III.....	130
Engineering Technician I/II.....	105
CAD II.....	121
CAD I.....	107
GIS Specialist III.....	130
GIS Specialist I/II.....	95
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	69
Engineering Intern.....	60
Information Technician I/II.....	69

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*



Christopher B. Burke Engineering, LLC

General Terms and Conditions

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including

salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole

risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not

limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. Indemnity Clause: When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

EXHIBIT A.4
Todd Taylor Scope & Cost

TODD V. TAYLOR

September 15, 2016

AZTEC Engineering
320 W. 8th Street, Ste. 100
Bloomington, IN 47404
Attn: Adrian Reid, Associate Vice President

Re: West 17th Street, Bloomington, Indiana

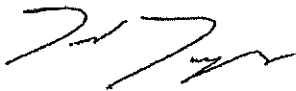
Dear Adrian:

I very much appreciate the opportunity to work with AZTEC on the West 17th Street Project. I am attaching a draft scope of services for the right-of-way buying activities. The following are my proposed fees:

Right-of-way buying - 20 parcels (estimated) @ \$1,700 each	\$34,000.00
Recording of documents - 20 parcels (estimated) @ \$75 each	<u>\$1,500.00</u>
TOTAL	\$34,150.00

Please let me know if I can provide you anything further.

Most sincerely,



Todd Taylor

Enclosures

A. NEGOTIATION SERVICES

In performing negotiation services, the SUBCONSULTANT shall:

1. Make a prompt offer to acquire each parcel for the full amount, which has been established and approved as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested.
2. Provide the parcel owner a copy of the appraisal as the written statement explaining the basis for the amount of compensation, which has been established.
3. Make all reasonable efforts to personally contact each owner or his/her designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
4. Give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations. This brochure is to be given to the owner no later than the first contact where the offer is discussed.
5. Provide a RAAP #5 Daily Notice form for any parcel that requires relocations.
6. Give the owner of improvements located on lands being acquired for right-of-way the option of retaining those improvements at a retention value determined by the SUBCONSULTANT and approved by owner.

7. Provide a revised offer and summary statement of just compensation to the owner if the extent of the taking is revised, or the approved estimate of just compensation is revised by the Review Buyer.
8. Maintain adequate records to include a report for each parcel containing but not limited to the date and place of contact, the parties of interest contacted, the offer made, the counter offer or reasons offer was not accepted.
9. Complete all work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CRF Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The SUBCONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual" and any necessary interpretation of these furnished by INDOT.
10. Provide a copy of the report to the property owner on each contract.
11. Record his/her recommendation for action, if the efforts are unsuccessful, and submit the recommendations to owner. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement or a condemnation report shall be filled out and submitted with the completed file.

EXHIBIT A.5
Courtland Title Scope & Cost

Robert L. Lemke, Jr.

From: Cathy Neal <cneal@courtlandtitle.com>
Sent: Friday, September 16, 2016 12:22 PM
To: Adrian Reid
Subject: Re: Bloomington - 17th Street Project

Hello,

I looked over your materials and reviewed my prior notes on this project. I believe I quoted \$330 + copies for residential properties and \$550 + copies for commercial. Not knowing how many parcels yet or how they are zoned, I cannot give you a bottom line figure; however, to make it easier for your expense planning, we would be willing to do the searches for a flat rate of \$330 residential and \$550 commercial, and include all copies at no extra charge.

If you are ready to go on this, please provide us with a list of the properties affected and a NTP. If you need further information, please do not hesitate to contact us.

We look forward to working with you on this project.

Thank you,

Cathy Neal
Courtland Title & Escrow, Inc.
1090 State Road 39 ByPass S
Martinsville, IN 46151
Ph. (765) 342-2400
Fax (765) 342-2424

This message is for the named individuals' use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any accidental transmission. If you receive this message in error, please immediately destroy it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient.

From: Adrian Reid <AReid@aztec.us>
Sent: Wednesday, September 14, 2016 11:52 AM
To: Cathy Neal
Subject: RE: Bloomington - 17th Street Project

If you can't locate what I sent you, attached is our proposal to the City.

Adrian Reid, P.E.
Associate Vice President

EXHIBIT A.6
Monroe Owen Scope & Cost

Robert L. Lemke, Jr.

From: Shawn Patterson <smpappraiser@gmail.com>
Sent: Wednesday, September 14, 2016 10:38 AM
To: Adrian Reid
Subject: 17th Street Project - Appraisal Fee Schedule
Attachments: INDOT Real Estate Services Fees 2016 Final.pdf

Adrian,

Attached is the INDOT Real Estate Services Fee Schedule. As I said on the phone earlier, it is much simpler to determine fees for each appraisal type.

Thank you for asking me to work on this project. As indicated, I am able to write the APAs and appraisals for the project. I understand that you will ask First Appraisal Group to do the review appraisals.

If you need me to help you in any way, let me know.

Thanks again!

Shawn M. Patterson, MAI, AI-GRS
Indiana Certified General Appraiser
CG#49600166
Monroe/Owen Appraisal, Inc.
702 W. 17th Street
P.O. Box 155
Bloomington, IN 47404
1.812.332.5744 – Phone
1.812.327.8934 – Cell Phone
1.812.339.2296 – FAX
Smpappraiser@gmail.com
www.monroeowenappraisal.com
[What is an MAI/AI-GRS?](#)

Click [here](#) to report this email as spam.



REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$125.00 per parcel fee is applicable up to 60 parcels, the fee for projects larger than 60 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to: current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation Includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to Include:** all processes procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF&E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$600
Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,500
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,800
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to Include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF&E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$350
Value Finding: Any Property Type (Improved or Unimproved)	\$850
Short Form: Any Property Type (Improved or Unimproved)	\$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,350
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$1,900
Long Form: Any Property Type (Unimproved)	\$1,430
Long Form: Residential / Ag (Improved)	\$1,900
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when RW is cleared.	\$3,650
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when RW is cleared.	\$3,650
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when RW is cleared.	\$1,600



EXHIBIT A.7
First Appraisal Group Scope & Cost

Robert L. Lemke, Jr.

From: Wayne Johnson, MAI, RM <wjohnson@firstappraisalgroup.com>
Sent: Wednesday, September 14, 2016 1:57 PM
To: Adrian Reid
Cc: Ashley Johnson-Wilcoxon, MAI
Subject: 17th Street

Aztec Engineering Group, Inc.

Adrian,

Thanks for the call today.

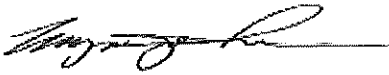
Please include us for consideration in completing land acquisition appraising, or review appraising services as a subcontractor for the upcoming 17th Street project.

We will provide either service and prefer the appraising function, but we will also do the review work.

We will adhere to the most current INDOT fee guidelines for appraisal and /or review appraisal fees and APA fees at the time the project is ready to proceed.

If, in the meantime, anything comes up or you have questions, please feel free to call or email.

We are looking forward to working with you and the City of Bloomington.

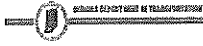


1569 South Piazza Drive
Bloomington, Indiana 47401
(812) 337 0772

Ashley A. Johnson-Wilcoxon, MAI
Wayne F. Johnson, II, MAI, RM, MRICS



Click [here](#) to report this email as spam.



REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The \$125.00 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to: current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. **Waiver Valuation includes:** all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. **Appraisal Reports to include:** all processes procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF&E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CYC estimates not to exceed \$500 without INDOT approval	\$600
Value Finding: Any Property Type (Improved or Unimproved)	\$1,700
Short Form: Any Property Type (Improved or Unimproved)	\$2,600
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,800
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,000
Long Form: Any Property Type (Unimproved)	\$3,000
Long Form: Residential / Ag (Improved)	\$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,000
Excess Land Appraisal	\$500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF&E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, etc.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$350
Value Finding: Any Property Type (Improved or Unimproved)	\$550
Short Form: Any Property Type (Improved or Unimproved)	\$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,350
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$1,800
Long Form: Any Property Type (Unimproved)	\$1,430
Long Form: Residential / Ag (Improved)	\$1,900
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done so; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, etc.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,700
Temporary / Access Rights	\$1,400

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is Issued - 30% payment when RW is cleared.	\$3,650
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when RW is cleared.	\$3,650
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is Issued - 30% payment when RW is cleared.	\$1,500



EXHIBIT A.8
Utility Potholing Scope & Cost



AZTEC Engineering Group, Inc.
320 W 8th Street, Suite 100
Bloomington, IN 47404
P: 812.717.2554 | F: 812.333.3941
www.aztec.us



SUE Scope of work for City of Bloomington

Utility Services

1.0 Potholing

AZTEC Engineering Group, Inc. will pothole all facilities determined by the designers to be in potential conflict with the project design. This excavation will be performed using a non-destructive method consisting of high-pressure air and vacuum extraction.

2.0 Restoration

AZTEC will restore excavated locations in accordance with the requirements of the City of Bloomington.

3.0 Permitting

AZTEC will acquire all the appropriate permits. It is assumed that work for the city within the city limits will be a no cost permit.

4.0 Survey

Aztec will provide survey to pick up the northing, easting, and elevation of each pothole location using the project datum to be provided by the client. In this way we will ensure the accuracy of all information both vertically and horizontally. All this information will be signed and sealed by an Indiana Professional Land Surveyor.

5.0 Reporting

The information gathered will be provided in the form of individual test hole reports accompanied by a summary of the data for the entire project. Each report will include a rough sketch of the location of the hole, the size, type, and ownership of the facility and the holes coordinates.

6.0 Cost Estimate

AZTEC assumes up to 40 utility test hole locations. The cost per hole to include all the services above at a rate \$1000.00 per locations for a total of \$40,000.00.

EXHIBIT A.9
Cost Proposal Summary

SUMMARY OF ESTIMATED COSTS

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

Project Name: 17th St (Vernal OP to Monroe RAB)
City Project Number:
AZTEC Project No.: INMUN1601
Date: January 4, 2017
Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY
(Round Figures to the nearest \$1.00)

PROJECT DESIGN

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

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	120	\$ 180.00	\$ 21,600
Senior Project Engineer	544	\$ 150.00	\$ 81,600
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,376	\$ 100.00	\$ 137,600
Technician/Drafter	991	\$ 90.00	\$ 89,190
Project Assistant/Admin.	96	\$ 60.00	\$ 5,760
Totals	4,135		\$ 466,790

Total Estimated Labor - AZTEC \$ 466,790

DIRECT EXPENSES

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

Total Direct Expenses - AZTEC \$ 2,938

Total Estimated Project Fee - AZTEC (Lump Sum) \$ 469,728

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 29,225
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

Subconsultant Sub-total (Lump Sum) \$ 57,925

SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 8,800
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 60,000
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 33,100
Utility Pot-holing (Assume 40 @ \$1000)	\$ 40,000

Subconsultant Sub-total (Cost-Plus to Max) \$ 177,400

Total Estimated Contract Value \$ 705,053

Robert L. Lemke, Jr.

Rob Lemke, P.E., Project Principal

1/4/2017
DATE

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

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
1. DATA COLLECTION										
As-Built Plans				4				4		
Right of Way Plans				4				4		
Utility Information				4				4		
Subtotal Data Collection Items				12	0	0	0	12	0	0
2. MEETING PREPARATION / PARTICIPATION										
Early Public Outreach Meeting (1 mtg @ 1 persons @ 2 hours)				2	2					
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Public Open House Meeting - 80% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Utility Field Check Meeting - 60% completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
City Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours)				6	6					
Status Update Meetings (10 meetings @ 3 persons @ 1 hours)				30	10	20				
Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours)				4		4				
Subtotal Meeting Preparation / Participation Items				60	24	36	0	0	0	0
3. SIGNING, MARKING, LIGHTING, AND MOT										
Signing and Marking Detail Sheets & General Notes		1	20	20		10			10	
Signing and Marking Plan Sheets	20	4	20	80		20			60	
Lighting Detail Sheets & General Notes		1	30	30		10			20	
Lighting Plan Sheets	20	4	30	120		40			80	
MOT Detail Sheets & General Notes		2	30	60		20			40	
MOT Plan Sheets	500	1	30	30		10			20	
Comment Review, Responses, & Resolution Meetings				18		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				18		16				
Subtotal Signing, Marking, Lighting and MOT Items		13		404	0	150	24	0	230	0
4. ROADWAY DESIGN										
Cover		1	24	24					24	
Develop Project Base Sheets	20	6	5	30					30	
General Notes/Typical Section		2	50	100		16	40		44	
Geometric Control Sheet		1	50	50		4	16		30	
Detail Sheets		2	50	100		16	40		44	
Plan Sheets (Plan & Profile)	20	6	60	360		60	100		140	60
Plan Sheets (Project Details)	20	6	60	360		60	100		140	60
Cross-section Drawings		15	15	225			50		100	75
Comment Review, Responses, & Resolution Meetings				18		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				18		16				
Subtotal Roadway Items		39	33.7	1313	0	196	370	552	195	0

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

DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
5. UTILITY DESIGN										
Utility Conflict Assessment/Documentation		n/a	n/a	20			10	10		
Water Detail Sheets & General Notes	20	1	40	40			4	20	16	
Water Plan & Profile Sheets		4	50	200			60	70	70	
Sewer Detail Sheets & General Notes	20	1	20	20			4	8	8	
Sewer Plan & Profile Sheets		4	25	100			30	30	40	
Fiber Conduit Detail Sheets & General Notes	20	1	20	20			4	8	8	
Fiber Conduit Plan & Profile Sheets		4	25	100			30	30	40	
Comment Review, Responses, & Resolution Meetings				12			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Utility Items		15	37.6	564	0	40	166	176	182	0
6. STRUCTURAL DESIGN										
General Notes/Typical Section		1	40	40			8	8	24	
Detail Sheets	20	1	60	60			16	24	40	
Plan Sheets (Plan & Profile)		1	60	60			16	16	28	
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Structural Items		3		244	0	40	64	48	92	0
7. DRAINAGE DESIGN										
Prepare Existing Conditions Base Map	20	4	1	4					4	
Review Site and Identify Design Issues		n/a	n/a	16					16	
Develop overall Plan		n/a	n/a	16					16	
Identify and Design Critical Structures for Grade Review		n/a	n/a	16					16	
Identify and Design Critical Structures for Permitting		n/a	n/a	16					16	
Size Ditches		n/a	n/a	16					16	
Storm Water Detail Sheets & General Notes	20	2	50	100			8	24	68	
Storm Water Plan & Profile Sheets		4	50	200			20	60	120	
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a	60			18	44		
Comment Review, Responses, & Resolution Meetings				16			8	8		
Quantities/Cost Estimate/Bid Specifications				32			16	16		
Quality Control				16			16			
Subtotal Drainage Items		10		508	0	40	68	208	192	0

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

8. ROW ENGINEERING										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare ROW Exhibits				220			60	160		
Prepare Legal Descriptions				220			60	160		
Quality Control				16		16				
Subtotal Right-of-Way Engineering Items				456	0	16	120	320	0	0
9. LANDSCAPING SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Landscape Plan Sheets	100	2	30	60			20	40		
Landscape Summary Sheet		1	30	30			4	20		
Comment Review, Responses, & Resolution Meetings				8		4	4			
Quantities/Cost Estimate/Bid Specifications				8		4	4			
Quality Control				4		2	2			
Subtotal Landscaping Items		3		110	0	10	40	60	0	0
10. ENVIRONMENTAL SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Environmental Documentation				80			80			
Prepare SWPPP & Rule 5				160			60		100	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quality Control				16		8	8			
Subtotal Environmental Items				272	0	16	156	0	100	0
11. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (12 months @ 16 hours/month)				192	96					96
Subtotal General Administration Items				192	96	0	0	0	0	96
SUMMARY OF HOURS										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
TOTALS		63		4135	120	544	1008	1376	991	96
				4135						

EXHIBIT A.10
AZTEC Engineering Group, Inc.
Insurance Accord

Client#: 1273063

AZTECENG1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

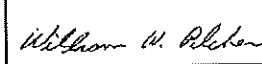
PRODUCER USI Insurance Services LLC 2375 E. Camelback Road #250 Phoenix, AZ 85016 USI CA Resident Lic #0351162	CONTACT NAME: Pat Lapriore	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 602-749-4129		
	E-MAIL ADDRESS: phx.certificates@usi.biz		
INSURED AZTEC Engineering Group Inc. 4561 E McDowell Rd Phoenix, AZ 85008-4505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Catlin Insurance Company, Inc.		19518
	INSURER D: First Liberty Insurance Corp.		33588
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	TB2Z61065463096	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	AS6Z61065463086	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		TH7Z61065463126	01/01/2016	01/01/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	WC2Z61065463106	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional & Pollution Liability*		AED984930117	01/01/2016	01/01/2017	\$5,000,000 Per Claim \$10,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Bloomington, the Board, and the officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability Automobile Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St. Bloomington, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

*Professional & Pollution Liability Policy is on a Claims Made Basis. AZTEC Engineering Group, Inc. - Retro Date: 11/01/1992 | Beiswenger, Hoch & Associates, Inc. - Retro Date: 01/01/1955

Policy# TB2Z61065463096

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Health Care Professionals As Insureds
- Item 6. Knowledge Of Occurrence
- Item 7. Notice Of Occurrence
- Item 8. Unintentional Errors And Omissions
- Item 9. Bodily Injury Redefinition
- Item 10. Supplementary Payments – Increased Limits
- Item 11. Property In Your Care, Custody Or Control
- Item 12. Mobile Equipment Redefinition
- Item 13. Newly Formed Or Acquired Entities
- Item 14. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. Blanket Additional Insured – Grantors Of Permits
- Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 17. Other Insurance Amendment
- Item 18. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V - Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury".

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

(1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured -- Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability -- Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Policy# AS6Z61065463086

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AZTEC Engineering Group Inc

Endorsement Effective Date: 01/01/2016

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization with whom you have written agreement to provide this insurance.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract."

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

50020008350960681833773



Policy Number: TB2Z61065463096, AS6Z61065463086, TH7Z61065463126

Issued by Liberty Mutual Fire Insurance Company & First Liberty Insurance Corporation
Liberty Mutual Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**EXHIBIT B
 COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being being added to the total cost using a Cost Plus to a Maximum. **The agreed maximum cost is \$ 705,053.** In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

P.E. / Project Manager	\$180.00/hour
Senior Project Engineer	\$150.00/hour
Project Engineer	\$130.00/hour
Engineer/Designer	\$100.00/hour
Technician/Drafter	\$90.00/hour
Direct Expenses	At Cost
Sub-consultants	At Cost

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks:

Survey	\$ 29,225.00
Geotechnical	\$ 10,700.00
Utility Coordination	\$ 18,000.00
AZTEC Final Design Items	\$ 466,790.00
AZTEC Expenses	<u>\$ 2,938.00</u>
TOTAL LUMP SUM	\$ 527,653.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

ROW Buying	\$ 35,500.00
Title Work	\$ 8,800.00
Appraisals	\$ 60,000.00
APAs/Review Appraisals	\$ 33,100.00
Utility Pot-Holing	<u>\$ 40,000.00</u>
TOTAL COST PLUS	\$ 177,400.00

TOTAL ESTIMATED COST \$ 705,053.00

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	January 13, 2017	Friday following BPW
Early Public Outreach Meeting	February 1, 2017	
OTS Meeting with City Staff	February 28, 2017	
Public Meeting (15% Design)	March 28, 2017	2-3 options; hold after IU resumes classes.
OTS Meeting with City Staff	April 27, 2017	Prior to 60% submission
Preliminary (60% Design) Plans	May 11, 2017	Formal review
Field Check and Utility Coordination Meeting (60%)	May 25, 2017	2 weeks after 60% plans submitted
ROW Acquisition Begins	May 25, 2017	
OTS Meeting with City Staff	June 8, 2017	Prior to 2 nd public mtg.
Public Meeting (80% Design)	June 29, 2017	
Pre-Final Plans (95%)	July 20, 2017	Formal review
Final Plans (100%)	November 2, 2017	Plans for bid
Bid Advertising	November 2, 2017	Scheduled by City
Bid Opening/Award	November 29, 2017	
ROW Complete	December 2017	
Construction Notice to Proceed	December 2017	
Utility Relocation Work, Winter Work	December 2017	
Roadway Construction Begins	April 2018	
Roadway Construction Completed/Open to Traffic	October 2018	

EXHIBIT D
KEY PERSONNEL

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

<u>Position / Responsibility</u>	<u>Name</u>
Principal	Rob Lemke, P.E.
Project Manager	Adrian Reid, P.E.
Quality Manager	Bob Hasenkamp, P.E.
Engineer of Record	Brad Faris, P.E., P.L.S
Lead Roadway Engineer	Todd Burch, P.E.
Lead Structural Engineer	Mario Colecchia, P.E.
Lead Drainage Engineer	Michael Martinez, P.E.
Utility Coordinator	Mark Kaiser, P.E.
Landscape Architect	Steve Lohide, R.L.A.

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

Arizona
STATE OF ~~INDIANA~~)
COUNTY OF Maricopa) SS:

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 6th day of January, 2017.

AZTEC Engineering Group, Inc.

By: Robert L. Lemke, Jr.

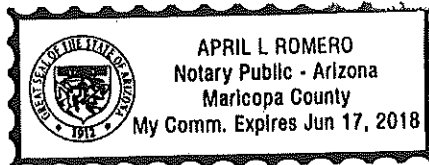
Robert L. Lemke, Jr. - Chief Executive Officer

Arizona
STATE OF ~~INDIANA~~)
COUNTY OF Maricopa) SS:

Subscribed and sworn to before me this 6th day of January, 2017

April Romero
Notary Public
April Romero
Printed name

My Commission Expires: 6/17/18
County of Residence: Maricopa



City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: W. 17th Street Reconstruction Project

Project Manager: Andrew Cibor and Neil Kopper

Project Description:

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

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

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

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

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

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

Project Timeline:

Start Date: January 01, 2017
 End Date: December 31, 2019

Financial Information:

Estimated full cost of project:	\$6,205,053
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City’s 2016 COIT re-allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF or 2015 TIF Bond	\$205,053¹

¹ Initial amount expended will be greater, because all INDOT funding is anticipated to be reimbursed

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 & Right-of-Way Professional Services	\$705,053	2017 – 2019
2	Right-of-Way Acquisition	\$600,000	2017 – 2018
3	Construction Engineering	\$500,000	2018 – 2019
4	Construction	\$4,400,000	2018 – 2019

TIF District: Consolidated TIF (West 17th Street TIF)

Resolution History: 16-80 Initial Approval of Project
 17-10 Approval of Preliminary Engineering Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____