

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

- I. ROLL CALL**
- II. READING OF THE MINUTES** –July 18, 2019
- III. EXAMINATION OF CLAIMS** –July 26, 2019 for \$5,072,013
- IV. EXAMINATION OF PAYROLL REGISTERS**–July 19, 2019 for \$33,743.13
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. 4th Street Garage Update from CORE and Architect
 - B. Resolution 19-66: Approval of AT&T Relocation Services
 - C. Resolution 19-67: Guaranteed Maximum Price for Demolition of 4th Street Garage
 - D. Resolution 19-68: Change Orders Approval for the Tapp/Rockport Project
 - E. Resolution 19-69: 2019-2020 Trades District Landscaping Contract
 - F. Resolution 19-70: Approval of Upgraded HVAC for the Buskirk-Chumley Theater
 - G. Resolution 19-71: Approval of the Koorsen Contract for College Square
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Thursday, July 18, 2019, at 12:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Donald Griffin, Sue Sgambelluri, David Walter, and Eric Sandweiss

Commissioners Absent: Sue Wanzer, and Mary Alice Rickert

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

Others Present: Larry Allen, Attorney, City Legal Department; Kurt Christian, Herald-Times; Dave Askins, B Square Beacon

- II. READING OF THE MINUTES** – Sue Sgambelluri moved to approve the July 1, 2019, minutes. David Walter seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – David Walter moved to approve the claim register for July 12, 2019, for \$1,257,595.65. Sue Sgambelluri seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri moved to approve the payroll register for July 5, 2019, for \$31,119.89. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report. Doris Sims was available to answer questions.
 - B. Legal Report. Larry Allen was available to answer questions.
 - C. Treasurer’s Report. No report.
 - D. CTP Update. No report.
- VI. NEW BUSINESS**
- A. Resolution 19-63: Plat Approval for Trades District Lot 4 Amendment. Larry Allen stated in order to market the Showers Kiln separately from the Dimension Mill, it is necessary to split Lot 4 into two lots. The City has prepared an amendment to Lot 4 within the final plat for the northern part of the Trades District for the properties east of Rogers Street. Allen said the amendment will go to the Board of Public Works next week.
- Eric Sandweiss asked why the lots were not previously separated. Allen said it was originally thought that the Dimension Mill and the Kiln might be developed together. However, the real estate brokers for the Trades District recommended separating the lots for potential developers.
- Don Griffin asked for public comment. There were no comments from the public.
- Sue Sgambelluri moved to approve Resolution 19-63. David Walter second the motion. The board unanimously approved.

- B. Resolution 19-64: Estoppel Certificate for Hilton Garden Inn Parking Ground Lease. Allen stated a previous estoppel certificate resolution was approved for the assignment of the lease to a new entity. The new entity is going to trying to obtain a mortgage and needs an estoppel certificate for assurance that the ground lease is in place and there is no violation of the ground lease.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 19-64. Sue Sgambelluri seconded the motion. The board unanimously approved.

- C. Resolution 19-65: Amendment to Bond Resolution 18-68. Larry Allen stated a clause was removed from the bond resolution due to negotiations with a potential rating agency and underwriter for the Bond. The following clause was removed from the original bond resolution: "For Parity Obligations payable from Tax Increment without a special benefits tax levy under I.C. 36-7-14-27, another unlimited property tax levy or a pledge of local option income taxes, the Commission and the Bond Purchaser[...]"

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 19-65. David Walter seconded the motion. The board unanimously approved.

D. BUSINESS/GENERAL DISCUSSION –

Sue Sgambelluri stated due to the change in plans for Tasus, she would like an update from Colliers on the work they are doing to market the Trades District and how the change might affect the sale of those lots.

E. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

4th Street Garage City of Bloomington, IN



RDC Project Update

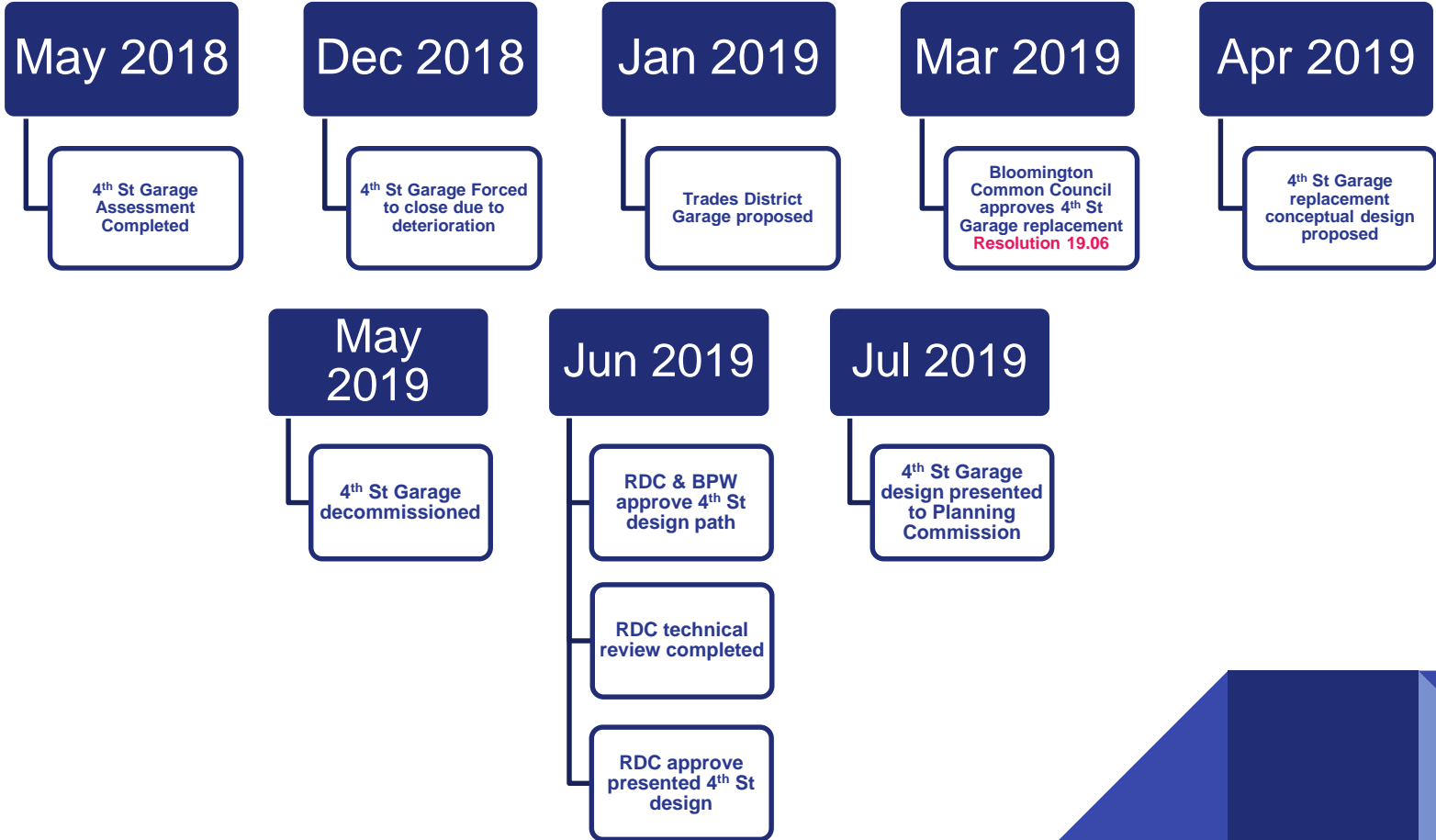
August 5, 2019

Garage Projects Review

Tonight, covering:

- Project History and Influencers
- Design Updates & Reaction to Planning Commission design concerns
- Green energy design and projected metrics
- Trades Garage preview

Project Timeline To Date



Project Team – City of Bloomington

Deputy Mayor

Mick Renneisen

Executive Assistant

Elizabeth Karon

Controller

Jeff Underwood

Assistant City Atty

Larry Allen

Director, Public Works

Adam Wason

Communications Director

Yael Ksander

Director, Economic Development

Alex Crowley

Assistant Director for the Arts

Sean Starowitz

Parking Services Director

Michelle Wahl

Director, Information Technology Svcs

Rick Dietz

Parking Facility Manager

Ryan Daily


Purchasing Manager

Julie Martindale

Project Influencers – Technical Review Committee


| Title/Role | Name |
|--|---------------------------|
| President & CEO, Greater Bloomington Chamber of Commerce | Erin Predmore |
| President, Bloomington Economic Development Committee (BEDC) | Lynn Coyne/Jennifer Pearl |
| City Councilperson | Susan Sandberg |
| City Councilperson | Chris Sturbaum |
| President, Redevelopment Commission | Don Griffin |
| Member, Parking Commission | Adrienne Evans Fernandez |

Project Team – City Partners

✓ Architect/Engineer 
CSO Architects
ARCHITECTURE • INTERIOR DESIGN

✓ Construction Manager as Constructor 
WILHELM
CONSTRUCTION

✓ Project Manager 
CORE
PLANNING STRATEGIES

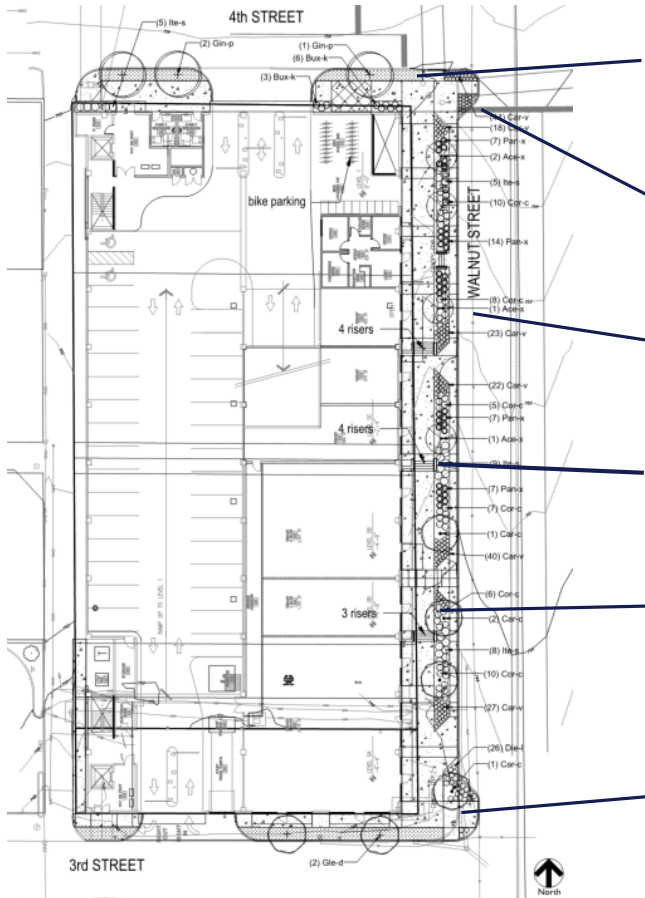
✓ Energy Systems Group 

Recent Revisions – 4th Street Garage

- ✓ Expand Curb corners on 3rd and 4th St along Walnut
- ✓ Delete loading zone notch and move zone out to existing Walnut parking lane
- ✓ Remove sidewalk obstructions on 4th accessing biking depot area
- ✓ Add 2 bike racks along retail on Walnut
- ✓ Address concrete “gap” b/w brick and metal perf – imprinted concrete, limestone, art options
- ✓ Expand Parking Garage Offices to accommodate security and controls infrastructure
- ✓ Revise sidewalk tree planter scheme to accommodate AT&T
- ✗ Fascia modulation – accommodate with art considerations
- ✓ Investigate pedestrian safety alert equipment at garage entrances/exits
- ✓ Investigate design alternates for alley
- ✓ More limestone – TBD based on fascia alternates, art, \$
- ✓ Maximize alternative energy generation at site

Recent Revisions

Exterior Modifications



Unobstructed entry to bike depot & safety bollards

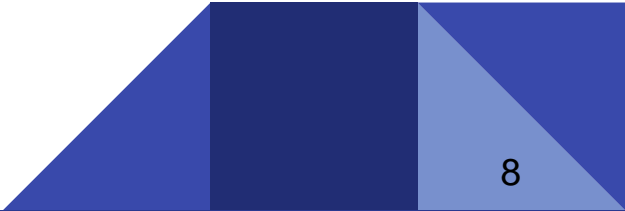
Curb Bump out

Loading Zone notch removed

Walnut Bike Rack locations TBD

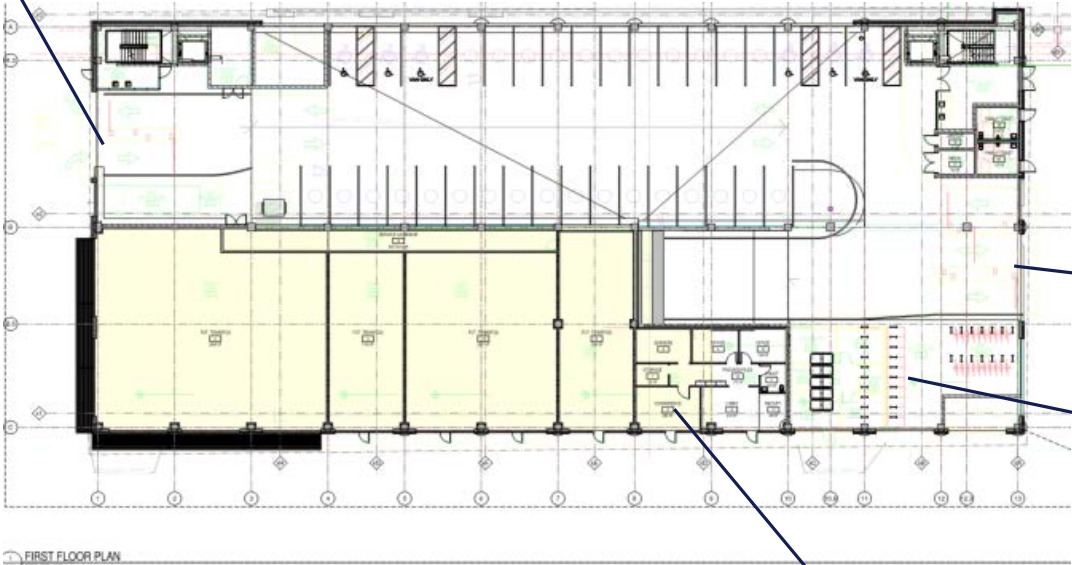
AT&T Pedestal

Curb Bump out



Recent Revisions Interior Modifications

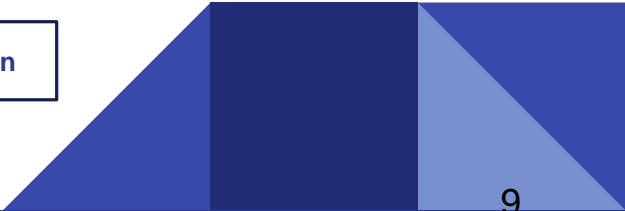
Pedestrian Safety Feature



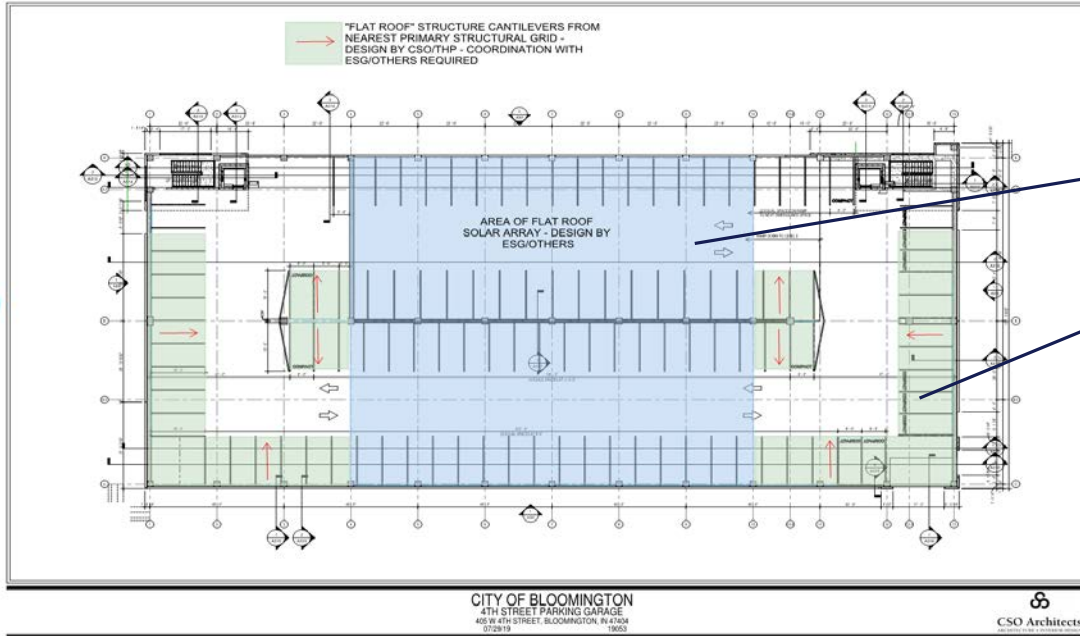
Pedestrian Safety Feature

Enlarged bike depot w/ Bloomington
standard racks & lockers

Expanded Parking Garage Admin



Current 4th St Solar Installation



Solar Array (blue)

Parksmart Canopy (green)

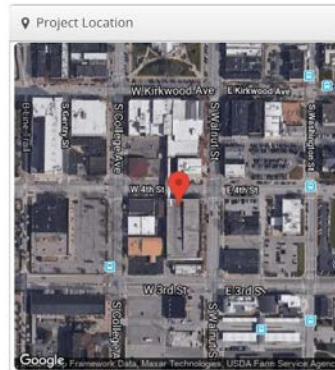
4th St Solar Study



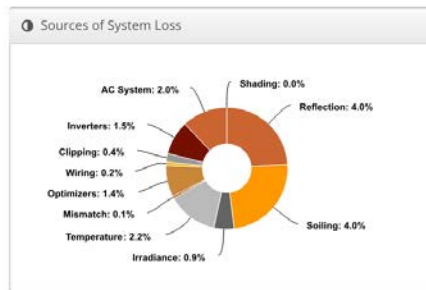
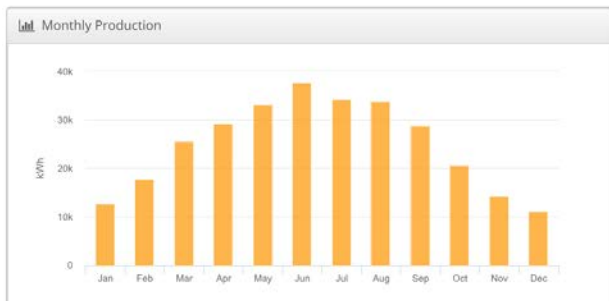
ENGR Rev1 FSG - Bloomington, 105 W 4th st, bloomington, IN 47404

| Report | |
|-----------------|-------------------------------------|
| Project Name | FSG - Bloomington |
| Project Address | 105 W 4th st, bloomington, IN 47404 |
| Prepared By | Aaron Dugan aaron.dugan@pcgj.com |

| System Metrics | |
|-----------------------|--|
| Design | ENGR Rev1 |
| Module DC Nameplate | 226.8 kW |
| Inverter AC Nameplate | 200.0 kW Load Ratio: 1.13 |
| Annual Production | 298.8 MWh |
| Performance Ratio | 85.2% |
| kWh/kWp | 1,317.5 |
| Weather Dataset | TMY, 10km Grid (39.15,-86.55), NREL (prospector) |
| Simulator Version | b7358b6f3-b925e5ca8a-62c7bde6d7-f5bde965b0 |



| Condition Set | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------|--|------------------|------------------|------------------------|----------------------------------|------------------|-------|--------|-----|-------------|-------|---------|-----|-----------|-------|--------|-----|---------|------|-------|-----|---|---|---|---|
| Description | ENGR Set: 2% AC Losses | | | | | | | | | | | | | | | | | | | | | | | | |
| Weather Dataset | TMY, 10km Grid (39.15,-86.55), NREL (prospector) | | | | | | | | | | | | | | | | | | | | | | | | |
| Solar Angle Location | Meteo Lat/Lng | | | | | | | | | | | | | | | | | | | | | | | | |
| Transposition Model | Perez Model | | | | | | | | | | | | | | | | | | | | | | | | |
| Temperature Model | Sandia Model | | | | | | | | | | | | | | | | | | | | | | | | |
| Temperature Model Parameters | <table border="1"> <thead> <tr> <th>Rack Type</th> <th>a</th> <th>b</th> <th>Temperature Delta</th> </tr> </thead> <tbody> <tr> <td>Fixed Tilt</td> <td>-3.56</td> <td>-0.075</td> <td>3°C</td> </tr> <tr> <td>Flush Mount</td> <td>-2.81</td> <td>-0.0455</td> <td>0°C</td> </tr> <tr> <td>East-West</td> <td>-3.56</td> <td>-0.075</td> <td>3°C</td> </tr> <tr> <td>Carport</td> <td>3.56</td> <td>0.075</td> <td>3°C</td> </tr> </tbody> </table> | Rack Type | a | b | Temperature Delta | Fixed Tilt | -3.56 | -0.075 | 3°C | Flush Mount | -2.81 | -0.0455 | 0°C | East-West | -3.56 | -0.075 | 3°C | Carport | 3.56 | 0.075 | 3°C | | | | |
| | Rack Type | a | b | Temperature Delta | | | | | | | | | | | | | | | | | | | | | |
| | Fixed Tilt | -3.56 | -0.075 | 3°C | | | | | | | | | | | | | | | | | | | | | |
| | Flush Mount | -2.81 | -0.0455 | 0°C | | | | | | | | | | | | | | | | | | | | | |
| | East-West | -3.56 | -0.075 | 3°C | | | | | | | | | | | | | | | | | | | | | |
| Carport | 3.56 | 0.075 | 3°C | | | | | | | | | | | | | | | | | | | | | | |
| Soiling (%) | <table border="1"> <thead> <tr> <th>J</th><th>F</th><th>M</th><th>A</th><th>M</th><th>J</th><th>J</th><th>A</th><th>S</th><th>O</th><th>N</th><th>D</th> </tr> </thead> <tbody> <tr> <td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td> </tr> </tbody> </table> | J | F | M | A | M | J | J | A | S | O | N | D | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| | J | F | M | A | M | J | J | A | S | O | N | D | | | | | | | | | | | | | |
| 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | | |
| Irradiation Variance | 5% | | | | | | | | | | | | | | | | | | | | | | | | |
| Cell Temperature Spread | 4°C | | | | | | | | | | | | | | | | | | | | | | | | |
| Module Binning Range | 0% to 1.5% | | | | | | | | | | | | | | | | | | | | | | | | |
| AC System Derate | 2.00% | | | | | | | | | | | | | | | | | | | | | | | | |
| Module Characterizations | <table border="1"> <thead> <tr> <th>Module</th> <th>Characterization</th> </tr> </thead> <tbody> <tr> <td>BVM661-2P-315 (Soviet)</td> <td>Spec Sheet Characterization, PAN</td> </tr> </tbody> </table> | Module | Characterization | BVM661-2P-315 (Soviet) | Spec Sheet Characterization, PAN | | | | | | | | | | | | | | | | | | | | |
| | Module | Characterization | | | | | | | | | | | | | | | | | | | | | | | |
| BVM661-2P-315 (Soviet) | Spec Sheet Characterization, PAN | | | | | | | | | | | | | | | | | | | | | | | | |
| Component Characterizations | <table border="1"> <thead> <tr> <th>Device</th> <th>Characterization</th> </tr> </thead> <tbody> <tr> <td>SE100KUS (SolarEdge)</td> <td>Spec Sheet</td> </tr> <tr> <td>P860 (SolarEdge)</td> <td>Sheet</td> </tr> </tbody> </table> | Device | Characterization | SE100KUS (SolarEdge) | Spec Sheet | P860 (SolarEdge) | Sheet | | | | | | | | | | | | | | | | | | |
| Device | Characterization | | | | | | | | | | | | | | | | | | | | | | | | |
| SE100KUS (SolarEdge) | Spec Sheet | | | | | | | | | | | | | | | | | | | | | | | | |
| P860 (SolarEdge) | Sheet | | | | | | | | | | | | | | | | | | | | | | | | |



Trades District Garage Preview

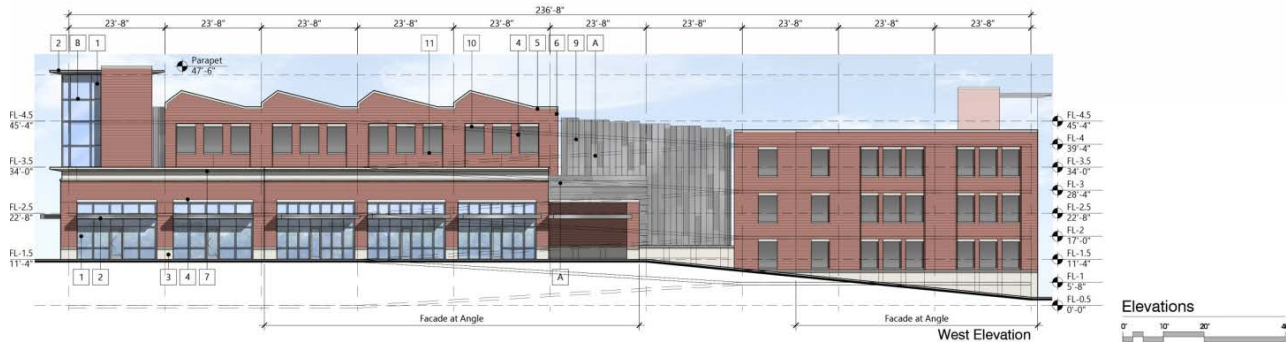


MATERIALS KEY:

- 1 Clear Anodized Aluminum Storefront with Clear Glazing
- 2 Aluminum Canopy
- 3 Masonry Base - Limestone Color
- 4 Masonry Header - Limestone Color
- 5 Coping - Limestone Color
- 6 Brick Masonry Veneer
- 7 Cornice Detail - Limestone Color with Reveals
- 8 Cast-in-Place Concrete
- 9 Perforated Metal Screen
- 10 Concrete Lintel
- 11 Limestone Sill

GENERAL NOTES:

- A Art Opportunity: Perforated Metal Screening with Artistic Pattern.
- B Art Opportunity: Glazed Stair with Internal Art and Illumination.



Trades District Garage Preview

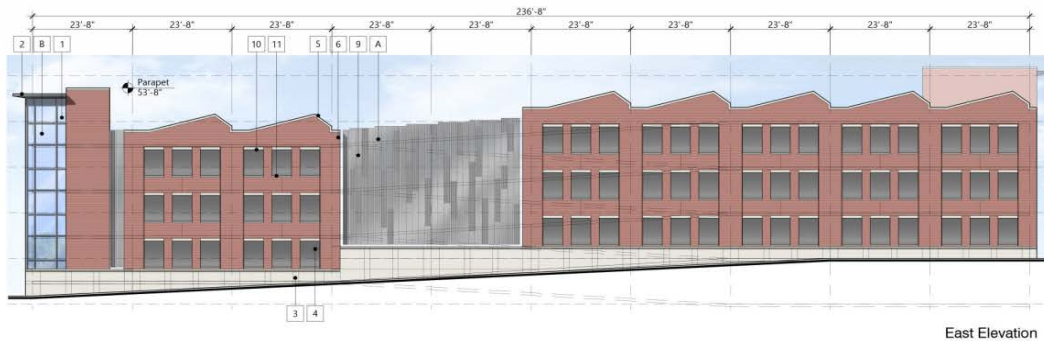


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GENERAL NOTES:

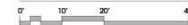
- A Art Opportunity: Perforated Metal Screening with Artistic Pattern.
- B Art Opportunity: Glazed Stair with Internal Art and Illumination.

- FL-4 39'-4"
- FL-3 28'-4"
- FL-2 17'-0"
- FL-1 5'-8"
- FL-0.5 0'-0"

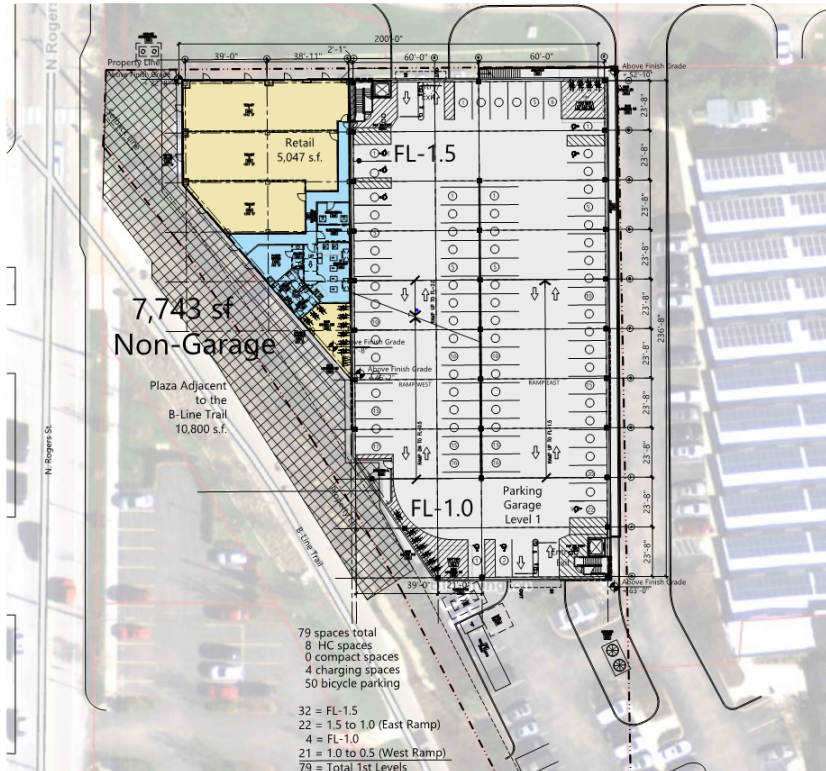


- FL-4.5 45'-4"
- FL-4 39'-4"
- FL-3.5 34'-0"
- FL-3 28'-4"
- FL-2.5 22'-8"
- FL-2 17'-0"
- FL-1.5 11'-4"
- FL-1 5'-8"
- FL-0.5 0'-0"

Elevations



Trades District Garage Preview



LEGEND:

- CHARGING STATION
- ▬ POTENTIAL ARTWORK LOCATIONS
- ▭ GARAGE FUNCTION
- ▭ LEASE/RETAIL
- ▭ OFFICE/NON-RESIDENTIAL USE

SQUARE FOOTAGE CALCULATION:

| | |
|-------------------------|-----------|
| Basement Level: | |
| Garage: | 13,435 SF |
| First Floor: | |
| Retail: | 5,047 SF |
| Office/Non-Residential: | 2,696 SF |
| Garage: | 28,431 SF |
| Second Floor: | |
| Garage: | 28,431 SF |
| Third Floor: | |
| Garage: | 28,431 SF |
| Fourth Floor: | |
| Garage: | 29,985 SF |

| | | |
|------------------|--------------|-------------------|
| TOTAL SF: | Garage | 128,713 SF |
| | Non-Garage | 7,743 SF |
| | TOTAL | 136,456 SF |

PARKING DATA:

| | Std.** | C** | ADA | Total |
|-----------------|------------|-----------|----------|------------|
| Level 0: | 31 | 7 | 0 | 38 |
| Level 1: | 71 | 10 | 0 | 79 |
| Level 2: | 85 | 6 | 0 | 90 |
| Level 3: | 86 | 6 | 0 | 90 |
| Level 4: | 84 | 7 | 1 | 92 |
| Total: | 363 | 21 | 9 | 393 |

* Standard Space 8'-6" x 18'-0"

Upcoming Public Reviews & Project Milestones

| | | |
|-------------|--------------------------------|---|
| August 5 | RDC | Demo and Shoring Contract Approval & Trades District Design Review |
| August 15 | “CDs”-4 th St | 4 th St. Garage Construction Documents |
| August 28 | “SDs”-Trades | Trades Dist. Garage Schematic Design |
| August 29 | 4 th St – Demo Prep | Lane closures on Walnut & 4th |
| September 3 | Demo – 4 th St | Old garage demo begins |

Thank you for your time today.



Questions?



19-66
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF FUNDING FOR AT&T RELOCATION SERVICES

WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and

WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and

WHEREAS, the RDC approved an amended Form in Resolution 19-26, which detailed the Fourth Street Garage portion of the Project, and listed the Bonds and the Consolidated TIF as potential sources of funding for the Project; and

WHEREAS, as part of the Project it is necessary to relocate existing utilities around the site, as depicted in Exhibit A, including utilities operated by AT&T (“Services”); and

WHEREAS, the City has negotiated an agreement and addendum with AT&T (“Agreement”), which is attached to this resolution as Exhibit B; and

WHEREAS, pursuant to the terms of the Agreement, AT&T will relocate its utilities for an amount not to exceed Sixty-Three Thousand Eight Hundred Thirty Dollars and Thirty-Six Cents (\$63,830.36); and

WHEREAS, pursuant to Indiana Code Sections 36-7-14-25.1 and 36-7-14-39, the RDC may use bond revenue or TIF revenue to pay for expenses incurred for a local public improvement, such as this Project, and reimburse the City for expenditures put toward the Project; and

WHEREAS, there are enough funds in the Consolidated TIF to cover the initiation of the Services; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit C;

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

1. The RDC finds the Services are an appropriate use of the TIF and Bond funds, and that the Services serve the public's best interests.
2. The RDC approves the payment of an amount not to exceed Sixty-Three Thousand Eight Hundred Thirty Dollars and Thirty-Six Cents (\$63,830.36) to pay for the Services, to be payable in accordance with the terms of the Agreement and Addendum ("Payment"). This funding authorization shall begin the date of execution of the Addendum, and conclude December 31, 2019, unless extended by the RDC.
3. The Payment authorized above may be made from the Consolidated TIF, the 2019 Bonds, or a combination of the Consolidated TIF and the 2019 Bonds. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

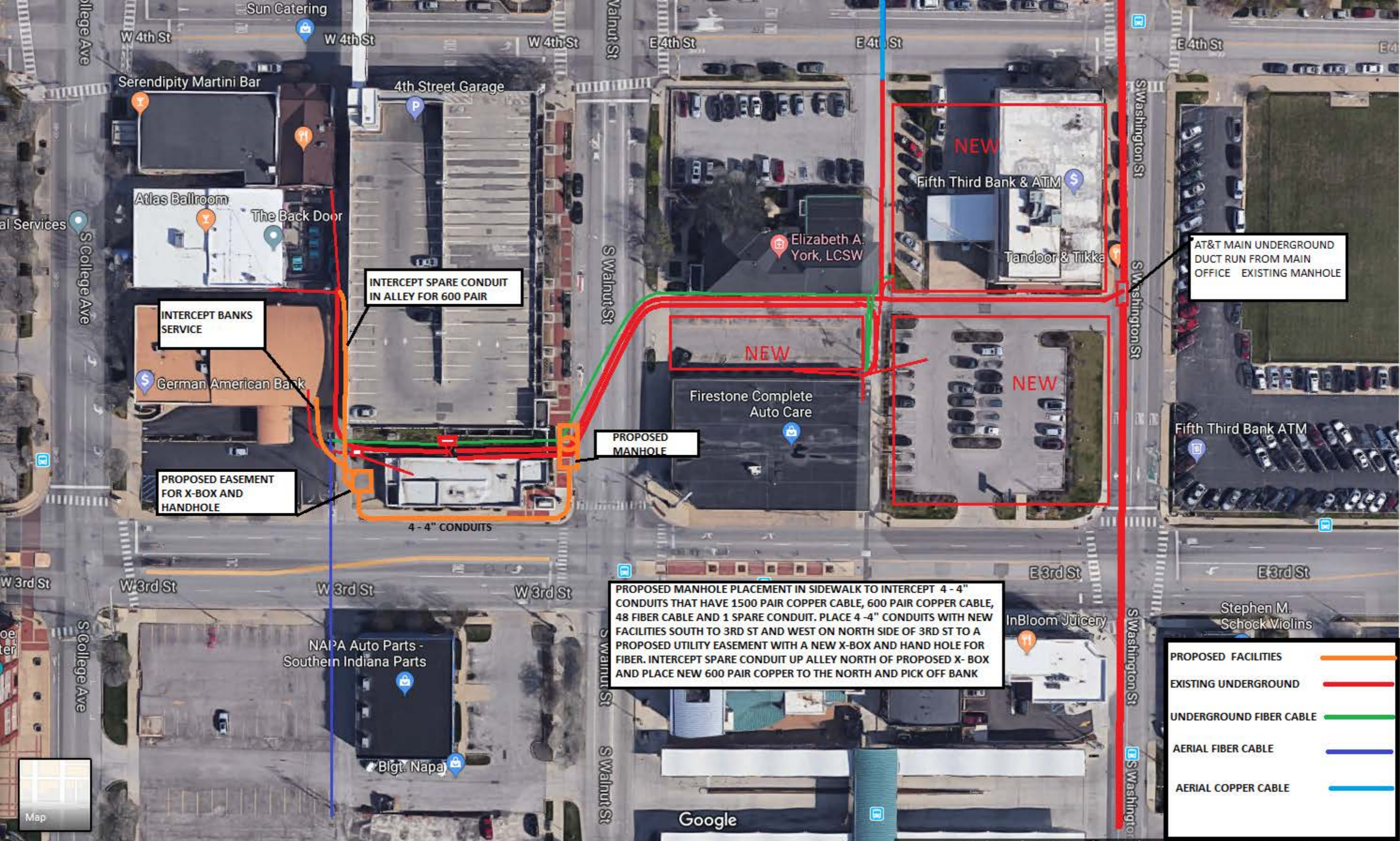
BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



REDEVELOPMENT COMMISSION RESOLUTION 19-66
EXHIBIT B



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 200822
Project Number : A01LLZL

Date : 07/17/2019
Customer ID : 151215

Billing Information

Billing Party's Name : CITY OF BLOOMINGTON PUBLIC WORKS

Phone : (812) 349-3410

Billing Address : 401 NORTH MORTON STREET.
CITY OF BLOOMINGTON
BLOOMINGTON, IN 47404

Contact Name : ADAM WASON

Phone : (812) 349-3516

Work Description & Engineering Remarks : RELOCATE AT&T UNDERGROUND DUCT RUN WITH AFTW-1500, ANTW-600, BKTH-600, ANTW-100, 48 FIBER, INCLUDING CROSS BOX AND FIBER HAND HOLE AND ALL ASSOCIATED WORK TO RELOCATE TO NEW EASEMENT.

| Expenses | Amount |
|------------------------------|---------------------|
| Engineering Labor | \$ 6,841.62 |
| Material Cost | \$ 17,388.52 |
| Construction Labor | \$ 18,864.75 |
| Contractor Cost | \$ 20,735.47 |
| Misc. Tax | \$0.00 |
| Total Estimated Costs | \$ 63,830.36 |

OSPE Representative: KIMBERLY MARSHALL

Title: CUSTOMER CONTRACTS SPECIALIST

Phone #: (262) 970-8424



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 200822
Project Number : A01LLZL

Date : 07/17/2019
Customer ID : 151215

DESCRIPTION OF CUSTOM WORK:

RELOCATE AT&T UNDERGROUND DUCT RUN WITH AFTW-1500, ANTW-600, BKTH-600, ANTW-100, 48 FIBER, INCLUDING CROSS BOX AND FIBER HAND HOLE AND ALL ASSOCIATED WORK TO RELOCATE TO NEW EASEMENT.

ESTIMATED COST FOR CUSTOM WORK: \$ 63,830.36

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Indiana and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by Indiana Bell Telephone Company, Incorporated, d/b/a SBC Indiana, an Indiana corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Sixty-Three Thousand Eight Hundred Thirty Dollars And Thirty-Six Cents/ \$63,830.36 in advance of the start of any AT&T work.


Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of Sixty-Three Thousand Eight Hundred Thirty Dollars And Thirty-Six Cents/ \$63,830.36 is valid for only thirty (30) days and is therefore subject to change/cancellation after August 16, 2019 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: 
Printed Name: Adam Wilson
Title: DPW - Director
Date Signed: 7/24/19

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 7/22/19

ADDENDUM TO LETTER OF AGREEMENT FOR CUSTOM WORK
between the
CITY OF BLOOMINGTON
and
INDIANA BELL TELEPHONE COMPANY INC. D/B/A AT&T INDIANA

This Addendum supplements the Letter of Agreement ("Agreement") between the City of Bloomington ("City") and Indiana Bell Telephone Company Inc. d/b/a AT&T Indiana ("Indiana Bell Telephone Company") regarding relocation of underground duct run, Project Number A01LLZL, as follows:


1. E-Verify: Indiana Bell Telephone Company is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Indiana Bell Telephone Company shall sign an affidavit, attached as Exhibit A, affirming that Indiana Bell Telephone Company does not knowingly employ an unauthorized alien.
2. Notice: Any notice required by the Agreement or the Addendum shall be made in writing to the addresses written below:

| City | Indiana Bell Telephone Company |
|---|--|
| Rick Routon City of Bloomington 401 N. Morton Street, Suite 160 Bloomington, Indiana 47402 | AT&T CWO ATTN: Gene Ferry 220 Wisconsin Avenue, FLR 2 Waukesha, Wisconsin 53186 |

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

3. Non-Discrimination: Indiana Bell Telephone Company 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission.
4. Integration: This Addendum is an integrated component of the Agreement.

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

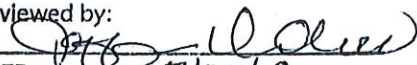
CITY OF BLOOMINGTON

Adam Wason, Director, Public Works

Date 7/20/19

INDIANA BELL TELEPHONE COMPANY

Gene Ferry, CWO Manager

Date _____

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 7/25/19
FUND/ACCT: 439-18-399

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 7/24/19

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street Parking Garage

Project Manager(s): Deb Kunce, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley, Adam Wason.

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **December 2020**

Financial Information:

| | |
|---------------------------------|---|
| Estimated full cost of project: | \$18,540,000 |
| Sources of funds: | 2019 TIF Revenue Bonds; Consolidated TIF |

Project Phases:

| <u>Phase/Work to Be Performed</u> | <u>Cost</u> | <u>Timeline</u> |
|--|------------------|------------------|
| 1 Design Contract | | |
| 1a. Demolition Design | \$ 36,000 | 2019 |
| 1b. Construction Design | \$ 675,100 | 2019-20 |
| 1c. Site Investigation/Study Allowances | \$23,500 | 2019 |
| 1d. Parksmart Fees | \$8,000 | 2020-21 |
| 1e. Utility Locates Allowance | \$14,000 | 2019-20 |
| 1f. Reimbursable Allowance | \$11,250 | 2019-21 |
| 1g. Alternates – Signage and Solar | \$23,000 | 2020 |
| 2 Construction Manager Contract | \$ 2,000 + 2.25% | 2019 – 2020 |
| 3 Demolition of Old Fourth Street Garage | \$ TBD | Summer 2019 |
| 4 Construction | \$ TBD | Fall 2019 - 2020 |
| 5 Public Art | \$ TBD | Fall 2019 - 2020 |
| 6 Contingency | \$ TBD | Fall 2019 – 2020 |
| 7 Utility Relocation | \$63,830.36 | Fall 2019 |

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
 19-26 – Project Review and Approval Form
 19-33 – Addendum to CSO Architects Contract
 19-58 – Approval of Amendment Project Review and Approval Form
 19-59 – Second Addendum to CSO Contract - Construction Design
 19-66 – Approval of Funding for AT&T Relocation Services

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-67
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF DEMOLITION GUARANTEED MAXIMUM PRICE
FOR THE 4TH STREET GARAGE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, the City of Bloomington Common Council voted to move forward with bonding for the 4th Street Garage in Council Resolution 19-06; and
- WHEREAS, the RDC approved the Construction Manager as Constructor (CMc) contract with F.A. Wilhelm Construction Co., Inc., (“Wilhelm”) in Resolution 19-42 (“Agreement”); and
- WHEREAS, as part of the Agreement, Wilhelm was to present a Guaranteed Maximum Price (“GMP”) for significant phases of the Project, the first of which was to be the demolition of the current 4th Street Parking Garage; and
- WHEREAS, City staff have negotiated a GMP with Wilhelm for the demolition for an amount that shall not exceed One Million Four Hundred Eighty-Two Thousand Three Hundred Ninety-Three Dollars (\$1,482,393.00), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the preliminary services pursuant to the terms of the Agreement for the Project, which will be reimbursed by the Bonds; 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;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it services the public's best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the TIF and Bonds.
3. The RDC hereby approves the Guaranteed Maximum Price (GMP) attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed One Million Four Hundred Eighty-Two Thousand Three Hundred Ninety-Three Dollars (\$1,482,393.00) to pay for the demolition of the existing 4th Street Parking Garage, pursuant to the terms of the GMP.
4. The Payment authorized above may be made from the Consolidated TIF, the 2019 Bonds, or a combination of the Consolidated TIF and the 2019 Bonds. 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 expiration, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

4th Street Parking Garage
105 W. 4th Street
Bloomington, IN 47404

THE OWNER:

(Name, legal status and address)

Bloomington Redevelopment Commission("RDC")
401 N. Morton St., Ste. 220
Bloomington, IN 47404

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

F.A. Wilhelm Construction Co., Inc.
3914 Prospect St.
Indianapolis, IN 46203

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Four Hundred Eighty-Two Thousand Three Hundred Ninety-Three Dollars (\$ 1,482,393.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

The Guaranteed Maximum Price Amendment #1 (GMP#1) – Demolition and CM Site Services Proposal dated July 19, 2019, copy attached, is included as a part of this Exhibit A Amendment providing the Statement of Work, Costs, Clarifications, and Exclusions.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

As provided in the Attached GMP#1 – Demolition and CM Site Service Proposal dated July 19, 2019.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price (\$0.00) |
|--|----------------|
| As provided in the Attached GMP#1 – Demolition and CM Site Service Proposal dated July 9, 2019 | |

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

As provided in the Attached GMP#1 – Demolition and CM Site Service Proposal dated July 19, 2019

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| NA | | | |

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

As provided in the Attached GMP#1 – Demolition and CM Site Service Proposal dated July 19, 2019

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

As provided in the Attached GMP#1 – Demolition and CM Site Service Proposal dated July 19, 2019

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Substantial Completion Date for the new parking garage is December 31, 2020

OWNER (Signature)

Donald Griffin, President
Bloomington Redevelopment Commission
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jeremy Ayres
Operations Manager
(Printed name and title)

F. A. WILHELM CONSTRUCTION

19 July 2019

Mr. Mick Renneisen, Deputy Mayor
City of Bloomington
401 North Morton St.
Bloomington, IN 47404

**Re: City of Bloomington
GMP#1- Demolition and CM Site Services**

Mr. Renneisen,

Enclosed is our Guaranteed Maximum Price (GMP) dated 19 July 2019 for the City of Bloomington 4th Street Parking Garage-GMP#1- Demolition and CM Site Services. Contained within this packet is a GMP of **\$1,482,393**. This value is all inclusive of subcontractor demolition proposal, Wilhelm General Conditions, and Construction Manager (CM) Site Services.

Enclosed are the following sections:

1. GMP#1 Cost Summary
2. BP#1- Demolition Bid Recap
3. BP#1- Recommendation for Award
4. General Conditions
5. CM Site Services
6. Assumptions and Clarifications
7. Bid Event #1 Document List
8. Construction Schedule

We look forward to discussing this submittal further with the project team. Please do not hesitate to contact us at 317-359-5411 if you have any questions or comments.

Sincerely,



Jeremy Ayres
Project Executive
F.A. Wilhelm Construction Company



Dan Fetz
Preconstruction Manager
F.A. Wilhelm Construction Company

BUILDING TOGETHER

317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203



TABLE OF CONTENTS

1. GMP#1 Cost Summary
2. BP#1- Demolition- Bid Recap
3. BP#1- Recommendation for Award
4. General Conditions
5. CM Site Services
6. Assumptions and Clarifications
7. Bid Event #1 Document List
8. Construction Schedule



F. A. WILHELM CONSTRUCTION

SECTION 01: GMP#1 COST SUMMARY- 1 of 2

City of Bloomington- 4th Street Parking Garage- GMP#1
 BID PACKAGE BREAKDOWN
 July 18, 2019
 SECTION 01



| Bid Package | Bid Package Description | Apparent Low Bidder | Bid Price |
|-----------------------------|-------------------------|---------------------|--------------------|
| 01 | Demolition | Denney Companies | \$1,025,400 |
| | | | \$1,025,400 |
| Sales Tax | | | exempt |
| CM Site Services LS | | | \$189,850 |
| General Conditions LS | | | \$163,387 |
| Preconstruction Services LS | | | in GC's |
| CM Contingency | | 5.00% | \$51,270 |
| Permits LS | | | \$10,000 |
| Builder's Risk Insurance | | by owner | \$0 |
| General Liability Insurance | | 0.33% | \$4,752 |
| CM Fee | | 2.25% | \$32,505 |
| Payment & Performance Bond | | 0.51% | \$5,230 |
| GMP TOTAL | | | \$1,482,393 |
| | | | GMP |

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F. A. WILHELM CONSTRUCTION

SECTION 01: GMP#1 COST SUMMARY- 2 of 2

City of Bloomington- 4th Street Parking Garage- GMP#1
 BID PACKAGE BREAKDOWN
 July 18, 2019
 SECTION 01



| | ALT 1 | ALT 2 | ALT 3 | ALT 4 |
|-----------------------------------|-------------------------|-----------------------------------|--|------------------------------|
| | Add P&P Bond | Demolition of South Parcel | Backfill Lower Level w/ Recycled Concrete | Demolition Sequencing |
| | \$12,070 | included in base | -\$110,000 | -\$10,000 |
| | \$12,070 | \$0 | -\$110,000 | -\$10,000 |
| Sales Tax | exempt | exempt | exempt | exempt |
| CM Site Services LS | \$0 | \$0 | \$0 | \$0 |
| General Conditions LS | \$0 | \$0 | \$0 | \$0 |
| Preconstruction Services LS | \$0 | \$0 | \$0 | \$0 |
| Design/Builder Contingency 5.00% | \$604 | \$0 | -\$5,500 | -\$500 |
| Permits LS | \$0 | \$0 | \$0 | \$0 |
| Builder's Risk Insurance by owner | \$0 | \$0 | \$0 | \$0 |
| General Liability Insurance 0.33% | \$42 | \$0 | -\$381 | -\$35 |
| CM Fee 2.25% | \$286 | \$0 | -\$2,607 | -\$237 |
| Payment & Performance Bond 0.51% | \$62 | \$0 | -\$561 | -\$51 |
| | \$13,063 | \$0 | -\$119,049 | -\$10,823 |
| | Reject | Accept | Reject | Reject |

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F. A. WILHELM CONSTRUCTION

SECTION 02- BP#1 BID RECAP: 1 of 2

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#1

BID PACKAGE: #1
SCOPE OF WORK: Demolition

| SCOPE DESCRIPTION | SCOPE OF WORK: | | |
|--|-------------------|-----------------------|---------------------|
| | 1 | 2 | 3 |
| | Denney Companies | O'Rourke Wrecking Co. | Renascent, Inc. |
| | Bill McNaughton | Jeremy Hudson | Josh Campbell |
| | 317-797-8009 | 513-871-1400 | 317-783-1500 |
| | Bidding | Bidding | Bidding |
| Base Bid Amount (Quote): | \$ 810,000 | \$ 1,037,000 | \$ 1,267,000 |
| BP#1- Demolition Scope | | | |
| General Demolition: | | | |
| SWWP Permit, Erosion Control | Yes | Yes | Yes |
| Utility Locates & Potholing | Yes | Yes | Yes |
| Street Cleaning, Continual Project Cleanup | Yes | Yes | Yes |
| Traffic Control- Flaggers | Yes | Yes | Yes |
| Construction Entrance | Yes | Yes | Yes |
| Construction Dewatering | Yes | Yes | Yes |
| Demolition Permits | Yes | Yes | Yes |
| Demolition and Backfill of South Parcel- Alternate 2 | \$ 27,400 | \$ 20,000 | \$ 18,000 |
| Site Demolition: | | | |
| Existing Hardscape | Yes | Yes | Yes |
| Saw-Cutting | Yes | Yes | Yes |
| Maintain Existing Sump Pit to Drain Lower Level | Yes | Yes | Yes |
| Coordiantion with Utility Relocations | Yes | Yes | Yes |
| Utility Demolition as Shown on Plans | Yes | Yes | Yes |
| Temporary Gravel Base at Building Exterior | Yes | Yes | Yes |
| Miscellaneous Site Demo- Guardrails, Gratings, etc.. | Yes | Yes | Yes |
| Parking Garage: | | | |
| Salvage and Deliver Owner Items | Yes | Yes | Yes |
| Architectural Demo- Doors, Glass, Handrails, etc.. | Yes | Yes | Yes |
| Elevator Removal and Fill In | Yes | Yes | Yes |
| Fire Suppression Demo- Remove Standpipes, FDC | Yes | Yes | Yes |
| Plumbing Demo- Floor Drains, Risers, etc.. | Yes | Yes | Yes |
| Mechanical Demo- Mechanical Equipment | Yes | Yes | Yes |
| Electrical Demo- Lights, Conduit, Equipment | Yes | Yes | Yes |
| Disconnect 4th Street Connector, and Enclosure | Yes | Yes | Yes |
| 4th Street Connector Shoring Allowance | Yes | Yes | Yes |
| West Alley Pedestrian Walkway | Yes | Yes | Yes |
| Demolition, Removal, and Disposal of Precast Garage | Yes | Yes | Yes |
| Recycling of Precast Material- Parksmart Requirement | Yes | Yes | Yes |
| Selective Foundation Removal- per the plans | Yes | Yes | Yes |
| Selective Foundation Wall Removal | Yes | Yes | Yes |
| Earth Retention Backfill Allowance- 1,000 tons | Yes | Yes | Yes |
| Bracing of Lower Level Walls | Yes | Yes | Yes |
| Demolition Allowances | | | |
| Rock Excavation | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| Underground Obstructions | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| Earth Retention Allowance | \$ 115,000 | \$ 115,000 | \$ 115,000 |
| Bracing of Lower Level Walls- Additional Allowance | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| 4th Street Connector Enclosure, North Side | \$ 3,000 | \$ 3,000 | \$ 3,000 |
| Demolition Engineering | \$ 10,000 | \$ 10,000 | \$ 10,000 |

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3914 Prospect Street, Indianapolis, IN 46203



F. A. WILHELM CONSTRUCTION

SECTION 02- BP#1 BID RECAP: 2 of 2

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#1

BID PACKAGE: #1
SCOPE OF WORK: Demolition

| SCOPE DESCRIPTION | 1 | 2 | 3 |
|--|--|---|---|
| | Denney Companies Bill McNaughton 317-797-8009 Bidding | O'Rourke Wrecking Co. Jeremy Hudson 513-871-1400 Bidding | Renascent, Inc. Josh Campbell 317-783-1500 Bidding |
| Base Bid Amount (Quote): | \$ 810,000 | \$ 1,037,000 | \$ 1,267,000 |
| Bid Package Breakdown | | | |
| Cost Breakdown: | | | |
| Garage Demolition | \$ 485,500 | \$ 777,000 | \$ 897,000 |
| Site Demolition | \$ 5,500 | \$ 20,000 | \$ 16,000 |
| Erosion Control | \$ 1,500 | \$ 5,000 | \$ 5,000 |
| Fill and Compaction of Lower Level | \$ 260,000 | \$ 125,000 | \$ 155,000 |
| Mobilization/Demobilizations | \$ 5,000 | \$ 50,000 | \$ 160,000 |
| Misc. Demolition | \$ 1,500 | \$ 10,000 | \$ 4,000 |
| Earth Retention Backfill- 1,000 Ton- Bid Allowance | \$ 36,000 | \$ 35,000 | \$ 15,000 |
| 4th Street Connector- Bid Allowance | \$ 15,000 | \$ 15,000 | \$ 15,000 |
| Quantity Schedule: | | | |
| Lower Level Fill | 11,945 tons | 9,000 tons | 12,800 tons |
| Demolitions Duration | 12 weeks | 12 weeks | 18 weeks |
| Diverse Business Participation | | | |
| MBE | \$ 164,332 | \$ 30,000 | \$ - |
| WBE | \$ - | \$ 10,000 | \$ 60,000 |
| VBE | \$ - | \$ - | \$ - |
| Base Bid | \$ 810,000 | \$ 1,037,000 | \$ 1,267,000 |
| Scope Adjustment | \$ 215,400 | \$ 208,000 | \$ 206,000 |
| Total Cost | \$ 1,025,400 | \$ 1,245,000 | \$ 1,473,000 |
| Alternates | | | |
| Alternate 1- Payment and Performance Bond | \$ 12,070 | 2% of Contract Value | \$ 12,670 |
| Alternate 2- Demolition and Backfill of South Property | included above | included above | included above |
| Alternate 3- Backfill Lower Level w/ Recycled Mat, Crush On-Site | \$ (110,000) | No Bid | \$ (23,000) |
| Alternate 4- Construction Sequencing (South to North) | \$ (10,000) | \$ (100,000) | \$ (200,000) |

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317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203



F. A. WILHELM CONSTRUCTION

SECTION 03- BP#1- RECOMMENDATION FOR AWARD

Re: **City of Bloomington**
BP#1- Demolition- Recommendation for Award

Mr. Renneisen,

Wilhelm Construction is pleased to make the following recommendation for contract award for the City of Bloomington 4th Street Parking Garage- Bid Package 1- Demolition. Wilhelm has prequalified each bidder on the basis of safety, relevant project experience, insurance, and bonding and determined that all bidders were capable and qualified to successfully complete the Demolition component of this project- please see bid tabulation below.

| BIDDER | RESPONSIVE? | BASE BID | ALT 1- Bond | ALT 2- South Parcel | ALT 3- Backfill Lower Level w/ Existing Concrete | ALT 4- Demolition Sequencing |
|-------------------------------------|-------------|-------------|----------------|---------------------|--|------------------------------|
| Denney Companies Plainfield, IN | Yes | \$810,000 | \$12,070 | \$27,400 | (\$110,000) | (\$10,000) |
| O'Rourke Wrecking Cincinnati, OH | Yes | \$1,037,000 | 2% of Contract | \$20,000 | No Bid | (\$100,000) |
| Renascent, Inc. Indianapolis, IN | Yes | \$1,267,000 | \$12,670 | \$18,000 | (\$23,000) | (\$200,000) |

It is our recommendation that Bid Package #1 be awarded to **Denney Companies** of Plainfield, IN as we have determined that they are lowest, responsive, and most responsible bidder for this project. Wilhelm has thoroughly reviewed their scope of work and project approach and have confidence in their ability to execute this scope of work.

Regarding the bid alternates Wilhelm recommends the following:

- Alternate 1- Payment and Performance Bond- Add of \$12,070- **Reject**
- Alternate 2- South Parcel- Add of \$27,400- **Accept (this is included in GMP#1)**
- Alternate 3- Backfill Lower Level with Existing Concrete- Deduct of \$110,000-**Reject**
- Alternate 4- Demolition Sequencing- Deduct of \$10,000- **Reject**

Should you have any questions regarding this recommendation please don't hesitate to contact us directly.

Best Regards,

F.A. Wilhelm Construction Co., Inc.



F. A. WILHELM CONSTRUCTION

SECTION 04- GENERAL CONDITIONS

ESTIMATE PRICING WORKSHEET

project: City of Bloomington- 4th St. Garage

work scope: GENERAL CONDITIONS

months: 3.6

weeks: 14



| LINE ITEM DESCRIPTION | ITEM QUANTITY | | MATERIAL | | LABOR | | LINE ITEM TOTALS | |
|--------------------------------------|---------------|------|------------|------------------|-------------|------------------|------------------|-------------------------|
| | QUANTITY | UNIT | UNIT PRICE | MATERIAL DOLLARS | UNIT PRICE | LABOR DOLLARS | UNIT PRICE | LINE ITEM TOTAL DOLLARS |
| | | | | | | | | |
| project manager | 8 | wks | | | \$3,600.00 | \$28,800 | \$3,600.00 | \$28,800 |
| project engineer | 6 | wks | | | \$2,600.00 | \$15,600 | \$2,600.00 | \$15,600 |
| supervision | 14 | wks | | | \$3,600.00 | \$50,400 | \$3,600.00 | \$50,400 |
| safety | 2 | wks | | | \$2,600.00 | \$5,200 | \$2,600.00 | \$5,200 |
| project executive | 2 | wks | | | \$5,600.00 | \$11,200 | \$5,600.00 | \$11,200 |
| precon | 1 | ls | | | \$20,000.00 | \$20,000 | \$20,000.00 | \$20,000 |
| scheduler | 2 | wks | | | \$3,200.00 | \$6,400 | \$3,200.00 | \$6,400 |
| BIM Coord | 0 | wks | | | \$2,600.00 | | | |
| staff travel | 4 | mo | \$1,000.00 | \$4,000 | | | \$1,000.00 | \$4,000 |
| office rental | 4 | mo | by owner | \$0 | | | \$0.00 | \$0 |
| copier | 4 | mo | \$500.00 | \$2,000 | | | \$500.00 | \$2,000 |
| internet | 4 | mo | \$400.00 | \$1,600 | | | \$400.00 | \$1,600 |
| monthly supplies | 4 | mo | \$600.00 | \$2,400 | | | \$600.00 | \$2,400 |
| restroom tank service | 4 | mo | \$950.00 | \$3,800 | | | \$950.00 | \$3,800 |
| power monthly (excludes hookups) | 4 | mo | \$200.00 | \$800 | | | \$200.00 | \$800 |
| water | 4 | mo | \$125.00 | \$500 | | | \$125.00 | \$500 |
| furniture | 1 | ls | \$5,000.00 | \$5,000 | | | \$5,000.00 | \$5,000 |
| plans and drawings | 1 | ea | \$2,000.00 | \$2,000 | | | \$2,000.00 | \$2,000 |
| procure PM fee | 1 | ea | \$2,000.00 | \$2,000 | | | \$2,000.00 | \$2,000 |
| TOTALS | | | | \$24,100 | | \$137,600 | | \$161,700 |
| add sales tax on material (yes/no ?) | yes | | 7.00% | \$1,687 | | | | \$1,687 |
| total including sales tax | | | | \$25,787 | | | | \$163,387 |

BUILDING TOGETHER

317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203



F. A. WILHELM CONSTRUCTION

SECTION 05- CM SITE SERVICES

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMF

#1
CM Site Services
1

| | SCOPE DESCRIPTION | |
|--|--|-------------------|
| | Base Bid Amount (Quote): | |
| | CM Site Services | |
| | Port-a-Johns | |
| | Quantity | |
| | Total Unit Rental | \$ 7,200 |
| | Dumpsters | \$ 4,500 |
| | Site Fencing | \$ 80,000 |
| | Jersey Barriers | in above |
| | Maintenance of Traffic | in above |
| | Signage | in above |
| | Misc. Labor to Move Barriers, Fencing | \$ 10,000 |
| | Temporary Power/Lighting | \$ - |
| | Project Signage | \$ 10,000 |
| | Project/Site Safety Equipment | \$ 10,000 |
| | General Project Cleanup- Material | \$ 5,000 |
| | General Project Cleanup- Labor | \$ 12,000 |
| | Street Sweeping Services | \$ 5,000 |
| | Utility Locate Services | \$ 10,000 |
| | CM Office Buildout- Framing/Drywall | \$ 26,250 |
| | CM Office Buildout- Doors | \$ 2,400 |
| | CM Office Buildout- Mechanical, Electrical, Plumbing | \$ 7,500 |
| | Diverse Business Participation | |
| | MBE | |
| | WBE | \$ 75,000 |
| | VBE | \$ 15,000 |
| | Base Bid | \$ - |
| | Scope Adjustment | \$ 189,850 |
| | Total Cost | \$ 189,850 |

BUILDING TOGETHER

317-359-5411 | fawilhelm.com

3914 Prospect Street, Indianapolis, IN 46203



SECTION 06: ASSUMPTIONS AND CLARIFICATIONS: 1 of 2

GENERAL

1. Guaranteed Maximum Price (GMP)#1- Demolition is based upon the following documents issued by CSO Architects, Bledsoe, Riggert, Cooper, and James dated April 29th, 2019.
2. GMP#1- Demolition is based upon the Project Bid Manual prepared by Wilhelm Construction dated June 16th, 2019.
3. Site survey, inspection reports, and all utility disconnect letters will be provided to Wilhelm at least 3 weeks prior to the commencement of demolition to file the required permit applications.
4. Costs associated with handling, remediating, or disposal of materials not defined as “clean fill” are not included in this GMP Proposal.
5. GMP#1- Demolition is inclusive of demolition subcontractor bid proposal, Wilhelm General Conditions, Staffing, and Supervision for the duration of the Demolition phase of the project. Please reference Section 06- General Conditions
6. GMP#1- Demolition pricing includes the cost for all CM Site Services for the duration of the Demolition phase of the project. Please reference Section 05- CM Site Services for additional information. Additional CM Site Services costs for the remainder of the project will be applied towards future GMP Amendments.
7. It is our understanding that Bloomington will be providing Wilhelm with an office space located at the Campus Costumes building rent-free for the duration of the project. Wilhelm has included costs in this GMP to buildout the office space and provide fencing of the south portion of the parking lot that we will utilize for parking.
8. We have assumed that Bloomington will be removing all parking meter posts prior to demolition beginning. We have not included costs to “rent” parking meters that we will be taking up for the duration of the project in this GMP. We have assumed that Bloomington will waive this requirement.
9. Abatement of hazardous building materials in the Parking Garage and South Side Office Building are not included in this GMP Proposal.
10. Material testing is not included within this GMP.
11. Normal working hours have been assumed for the demolition phase of this project.
12. Utility Relocations are not included in this GMP Proposal.
13. Temporary/Permanent Utility relocations are assumed to be made outside of the building footprint until the parking garage structure is complete. If utilities need to be relocated within the footprint of the new garage this will effect construction sequencing for multiple trade contractors (including demolition) that will result in added mobilizations, added cost, and potentially impact our construction schedule.



SECTION 06: ASSUMPTIONS AND CLARIFICATIONS: 2 of 2

14. Costs for lane and sidewalk closures are assumed to be by Bloomington and are excluded in the GMP Proposal.

DEMOLITION

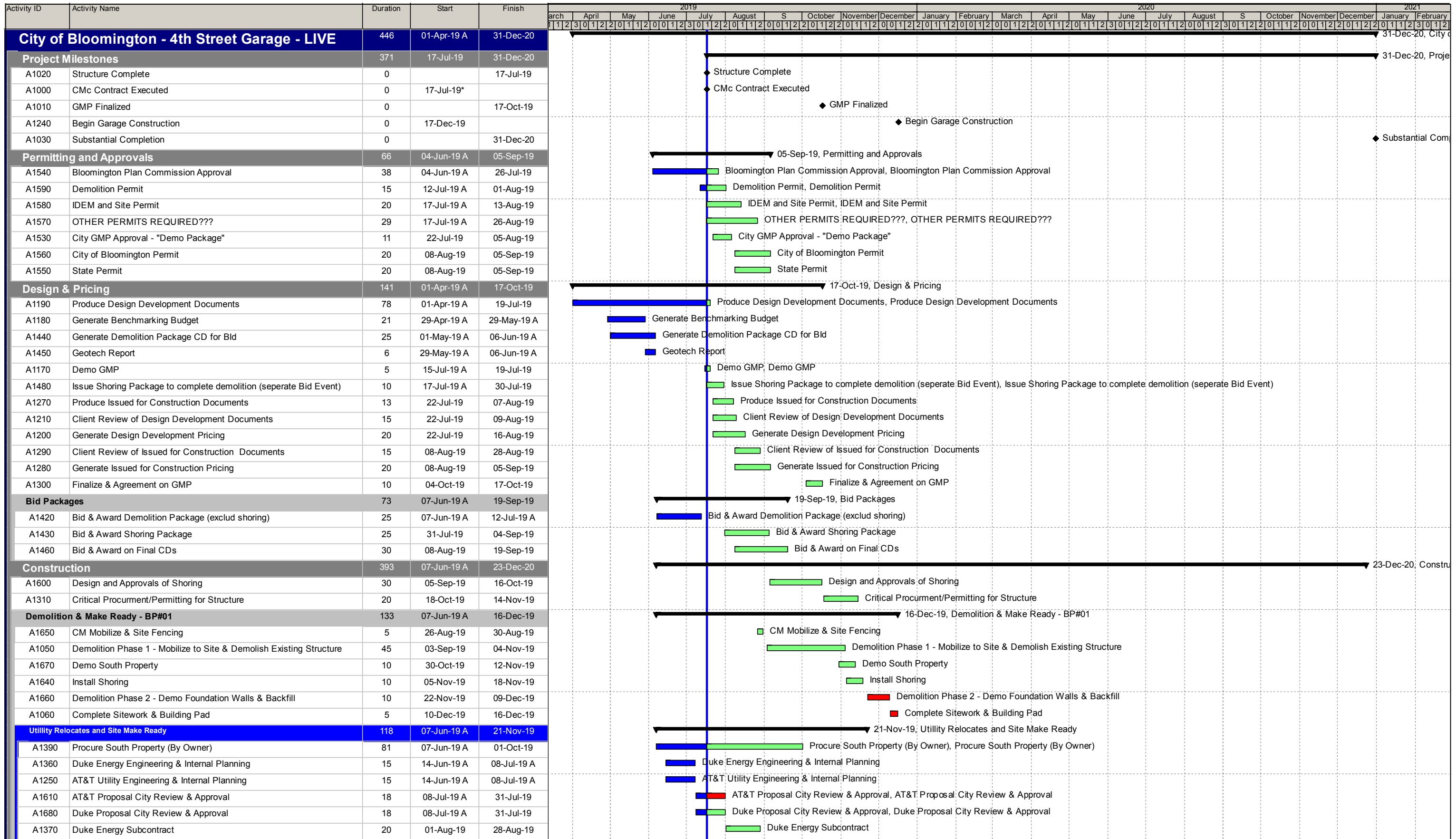
1. To account for scope that is undefined at this point in time, we have established the following allowances:
 - a. Rock Excavation- \$25,000
 - b. Underground Obstructions- \$25,000
 - c. Earth Retention- \$115,000 (see assumptions below)
 - d. Additional Bracing of Lower Level- \$10,000
 - e. 4th Street Connector Northside Enclosure- \$3,000
 - f. Demolition Engineering- \$10,000
 - g. Earth Retention Backfill (**Bid Allowance**)- \$36,000
 - h. Shoring 4th Street Connector (**Bid Allowance**)- \$15,000
2. Earth retention allowance is based upon the D200_R1 drawings prepared by CSO Architects dated July 1st, 2019. The extent, depth, and type of earth retention system is unknown at this time. We have assumed 30 lineal feet of earth retention at a depth of 12 feet per note 34 on D200_R1.
3. All earth retention that is installed based upon this allowance is assumed to be abandoned in place. Once the shoring is backfilled or no longer needed we would cut the top few feet off and abandon it. Allowance is not based on pulling earth retention out.
4. We have assumed the following demolition sequencing in this GMP- additional mobilizations due to delays in procurement of south property or utility relocates will result in additional costs.
 - a. Phase 1
 - i. Demolish Existing Parking Garage down to street level
 - ii. Brace Walls, Selective Foundation Removal, Breakup Slab on Grade for Drainage
 - iii. Utilities are Relocated- by Owner
 - b. Phase 2
 - i. Selective Foundation Wall Removal/Shoring
 - ii. Demolition and Backfill of South Parcel Property
 - iii. Backfill of Existing Lower Level to new Subgrade



SECTION 07- BID EVENT #1 DOCUMENT LIST

| Sheet # | Name | Date | Note |
|---------|---|----------|----------------------|
| Cover | Demolition of the 4 th Street Parking Garage | 4/29/19 | |
| | Existing Topography | 4/29/19 | |
| C101 | Selective Site Demo & Temporary Improvements | 4/29/19 | |
| C102 | Maintenance of Traffic Plan | 4/29/19 | |
| D200_R1 | Overall Basement Demolition Plan | 07/01/19 | |
| D201 | Overall First Floor Demolition Plan | 4/29/19 | |
| D202 | Overall Second Floor Demolition Plan | 4/29/19 | |
| D203 | Overall Third Floor Demolition Plan | 4/29/19 | |
| D204 | Overall Fourth Level Demolition Plan | 4/29/19 | |
| D261 | Stair 1 Demolition Plan & Sections | 4/29/19 | |
| D261 | Stair 1 Demolition Plan & Sections | 4/29/19 | |
| D263 | Stair 3 Demolition Plan & Sections | 4/29/19 | |
| D301 | Exterior Elevations | 4/29/19 | |
| D302 | Exterior Elevations | 4/29/19 | |
| A1 | Walnut Street Parking Garage- 1985 | 10/31/85 | Issued for Reference |
| A2 | Site Plan | 10/31/85 | Issued for Reference |
| A3 | Lower Level Plan | 10/31/85 | Issued for Reference |
| A4 | First Level Plan | 10/31/85 | Issued for Reference |
| A5 | Second Level Plan | 10/31/85 | Issued for Reference |
| A6 | Third Level Plan | 10/31/85 | Issued for Reference |
| A7 | Fourth Level Plan | 10/31/85 | Issued for Reference |
| A8 | Elevations | 10/31/85 | Issued for Reference |
| A9 | Sections and Details | 10/31/85 | Issued for Reference |
| A10 | Sections and Details | 10/31/85 | Issued for Reference |
| A11 | Enclosed Walkway Details | 10/31/85 | Issued for Reference |
| A12 | Stair #1 and Elevator Details | 10/31/85 | Issued for Reference |
| A13 | Stair #3 Details | 10/31/85 | Issued for Reference |
| A14 | Details | 10/31/85 | Issued for Reference |
| A15 | Details | 10/31/85 | Issued for Reference |
| S1 | Foundation Plan | 10/31/85 | Issued for Reference |
| S2 | Lower Level Structural Plan | 10/31/85 | Issued for Reference |
| S3 | First Level Structural Plan | 10/31/85 | Issued for Reference |
| S4 | Second Level Structural Plan | 10/31/85 | Issued for Reference |
| S5 | Third Level Structural Plan | 10/31/85 | Issued for Reference |
| S6 | Fourth Level Structural Plan | 10/31/85 | Issued for Reference |
| S7 | Structural Details | 10/31/85 | Issued for Reference |
| S8 | Structural Details | 10/31/85 | Issued for Reference |
| S9 | Record of Soil Borings | 10/31/85 | Issued for Reference |
| P1 | Lower Level Floor Plan Mechanical | 10/31/85 | Issued for Reference |
| P2 | First Level Floor Plan Mechanical | 10/31/85 | Issued for Reference |
| P3 | Typical Floor Plan Mechanical | 10/31/85 | Issued for Reference |
| P4 | Fourth Level Floor Plan Mechanical | 10/31/85 | Issued for Reference |
| E1 | Lower Level Floor Plan Electrical | 10/31/85 | Issued for Reference |
| E2 | First Level Floor Plan Electrical | 10/31/85 | Issued for Reference |
| E3 | Second Level Floor Plan Electrical | 10/31/85 | Issued for Reference |
| E4 | Third Level Floor Plan Electrical | 10/31/85 | Issued for Reference |
| E5 | Fourth Level Floor Plan Electrical | 10/31/85 | Issued for Reference |
| ME1 | Enclosed Walkway Details | 10/31/85 | Issued for Reference |





█ Remaining Level of Effort █ Remaining Work
█ Actual Level of Effort █ Critical Remaining Work
█ Actual Work ◆ Milestone

Data Date = 17-Jul-19
Schedule Printed on 19-Jul-19, at 08:05
 Page 1 of 2

City of Bloomington 4th Street Garage - Schedule Update for Demo GMP



City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street Parking Garage

Project Manager(s): Deb Kunce, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley, Adam Wason.

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **December 2020**

Financial Information:

| | |
|---------------------------------|---|
| Estimated full cost of project: | \$18,540,000 |
| Sources of funds: | 2019 TIF Revenue Bonds; Consolidated TIF |

Project Phases:

| <u>Phase/Work to Be Performed</u> | <u>Cost</u> | <u>Timeline</u> |
|---|---------------------|---------------------------|
| 1 Design Contract | | |
| 1a. Demolition Design | \$ 36,000 | 2019 |
| 1b. Construction Design | \$ 675,100 | 2019-20 |
| 1c. Site Investigation/Study Allowances | \$23,500 | 2019 |
| 1d. Parksmart Fees | \$8,000 | 2020-21 |
| 1e. Utility Locates Allowance | \$14,000 | 2019-20 |
| 1f. Reimbursable Allowance | \$11,250 | 2019-21 |
| 1g. Alternates – Signage and Solar | \$23,000 | 2020 |
| 2 Construction Manager Contract | \$20,000 + 2.25% | 2019 – 2020 |
| 3 Demolition of Old Fourth Street Garage | \$ 1,482,393 | Summer - Fall 2019 |
| 4 Construction | \$ TBD | Fall 2019 - 2020 |
| 5 Public Art | \$ TBD | Fall 2019 - 2020 |
| 6 Contingency | \$ TBD | Fall 2019 – 2020 |
| 7 Utility Relocation | \$63,830.36 | Fall 2019 |

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
 19-26 – Project Review and Approval Form
 19-33 – Addendum to CSO Architects Contract
 19-58 – Approval of Amendment Project Review and Approval Form
 19-59 – Second Addendum to CSO Contract - Construction Design
 19-66 – Approval of Funding for AT&T Relocation Services
19-67 – Approval of Demolition Guaranteed Maximum Price

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-68
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF CHANGE ORDERS TO CONSTRUCTION AGREEMENT FOR TAPP
ROAD AND ROCKPORT ROAD 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 7, 2015, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would improve the intersection of Tapp Road and Rockport Road (“Project”) in Resolution 15-85; and
- WHEREAS, Resolution 15-85 identified the Consolidated TIF as one source of funding for the Project; and
- WHEREAS, the RDC approved Resolution 18-22, which approved funding for the construction contract for the Project with Crider & Crider (“Crider”); and
- WHEREAS, Staff and Crider have identified a need for additional services not contemplated by the parties at the time the Agreement was negotiated; and
- WHEREAS, Staff and Crider believe that the change orders in the aggregate amount of Thirty-Six Thousand Three Hundred Nine Dollars and Ninety-Eight Cents (\$36,309.98), copies of which are attached as Exhibit A, are necessary and appropriate; and
- WHEREAS there are sufficient funds in the Consolidated TIF to pay for the additional services 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 and 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 amends the funding approval for an additional amount not to exceed Thirty-Six Thousand Three Hundred Nine Dollars and Ninety-Eight Cents (\$36,309.98) to pay for the additional services.
3. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

REDEVELOPMENT COMMISSION RESOLUTION 19-68
EXHIBIT A

Contract No:R -36022

Change Order No.: 002

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -36022

AE:Wren, Rachel

Letting Date:03/14/2018

PE/S:Lenglade, Jon

Status:Pending

Change Order Information

Date Generated: 05/20/2019

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Time Extension

Original Contract Amount \$ 2,539,951.70

Current Change Order Amount \$ 29,581.70

Percent: 1.165 %

Total Previous Approved Changes \$ 3,921.24

Percent: 0.154 %

Total Change To-Date \$ 33,502.94

Percent: 1.319 %

Modified Contract Amount \$ 2,573,454.64

Time Extension Information

Date Initiated 03/20/2019

Date Completed 04/09/2019

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 11/08/2018 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 132 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 04/01/2019 or SS Calendar/Work Days 142

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -36022
Change Order No: 002

INDIANA
Department of Transportation

Date: 05/20/2019
Page: 3

Contract: R -36022
Project: 0901730 - State: 0901730
Change Order Nbr: 002
Change Order Description: Time Extension
Reason Code: CHANGED COND, Utility Related

| CLN | PCN | PLN | Item Code | Unit | Unit Price | CO Qty | Comment | Amount Change |
|------|---------|------|-----------|------|------------|----------|---------|--------------------|
| 0160 | 0901730 | 0160 | 801-08207 | LFT | 1.200 | 5639.000 | C | Amount:\$ 7,006.80 |

Item Description: TEMPORARY PVMT MARKING REMOVABLE 4 IN

Supplemental Description1:

Supplemental Description2:

| | | | | | | | | |
|------|---------|------|-----------|-----|------------|-------|---|---------------------|
| 0161 | 0901730 | 0161 | 105-09357 | DOL | 16,332.770 | 1.000 | C | Amount:\$ 16,332.77 |
|------|---------|------|-----------|-----|------------|-------|---|---------------------|

Item Description: COST ADJUSTMENT FOR ACCELERATION

Supplemental Description1: Flagging cost after road opened at Cities request

Supplemental Description2:

| | | | | | | | | |
|------|---------|------|-----------|-----|-------|---------|---|--------------------|
| 0162 | 0901730 | 0162 | 805-06155 | LFT | 8.000 | 225.000 | C | Amount:\$ 1,800.00 |
|------|---------|------|-----------|-----|-------|---------|---|--------------------|

Item Description: CURB AND GUTTER CONCRETE MODIFIED

Supplemental Description1: Additional cost to hand set curb

Supplemental Description2:

| | | | | | | | | |
|------|---------|------|-----------|----|-----------|-------|---|--------------------|
| 0163 | 0901730 | 0163 | 105-06807 | LS | 4,442.130 | 1.000 | C | Amount:\$ 4,442.13 |
|------|---------|------|-----------|----|-----------|-------|---|--------------------|

Item Description: ADDITIONAL

Supplemental Description1: Winter Additives for concrete

Supplemental Description2:

Total Value for Change Order 002 = \$ 29,581.70

Milestone Time Adjustment

Milestone Nbr: 01

Milestone Description: INTERMEDIATE COMPLETION DATE

Original Completion dt: 11/10/2018

Adj compl dt 04/01/2019

Adj No. of Days 132

Explanation: Additional days were added to the closure time for utility delays. Because of this additional days are also being added to the intermediate completion date. The original intermediate completion was set at November 10, 2018. 10 days were added through change order 1 bringing the revised date to November 20, 2018. This request for utility delays for is for 11 days but because that pushes the date into December per INDOT specifications days are not counted between December 1 and March 31, the revised date will be April 1 2019.

Milestone Time Adjustment

Milestone Nbr: 02

Milestone Description: CLOSURE TIME

Original Completion dt: 11/08/2018

Adj compl dt 12/01/2018

Adj No. of Days 11

Explanation: Additional days added to the closure time because of utility delays. There was a light pole in conflict at the intersection of Tapp Road and Pinehurst that prevented the contractor from getting the intersection cut down to grade and thus built. This delay brings the new open to traffic date to December 1, 2019.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This change order is addressing a time extension that is the result of utility delays which also resulted in extra work. The extra work involved was for the concrete work that could not be completed before the road was opened. This included flagging, hand setting of curb that would have been poured with a machine and also for the cost of winter additives that had to be added to the concrete because of the temperatures. These costs were reviewed and compared to the daily reports to confirm them. The other cost included in this change order is for temporary tape that was used in order to open the road because the temperatures were too low to place thermoplastic. All of the costs included in this change are non-participating. A contract time adjustment is required for this change and has been addressed herein.

Change Order Explanation for Specific Line Item

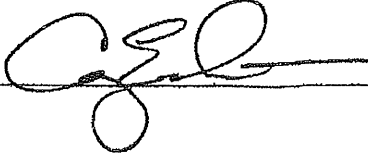
Contract No:R -36022
Change Order No:002

INDIANA
Department of Transportation

Date:05/20/2019
Page: 4

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: CRIDER AND CRIDER

Signed By: 

Date: 5/22/19

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36022
Change Order No:002

INDIANA
Department of Transportation

Date:05/20/2019
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY
[Signature] Vice President Board of Public Works 7/23/19
(SIGNATURE) (TITLE) (DATE)
[Signature] Interim Transportation & Traffic Engineer 7/24/19
(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

| Approval Level | Name of Approver | Date | Status |
|--------------------------------|------------------|------------|----------------|
| Project Engineer/Supervisor | Lenglade, Jon | 00/00/0000 | Action Pending |
| Area Engineer | Wren, Rachel | 00/00/0000 | Action Pending |
| District Construction Director | Kreutzjans, Gary | 00/00/0000 | Action Pending |
| State Construction Engineer | Pankow, Greg | 00/00/0000 | Action Pending |

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 7.18.19

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 7/23/19
FUND/ACCT: 438-15-399

Contract No:R -36022

Change Order No.: 005

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -36022

AE:Wren, Rachel

Letting Date:03/14/2018

PE/S:Lenglade, Jon

Status:Pending

Change Order Information

Date Generated: 06/12/2019

Change Order No.: 005

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Pedestrian push button extensions

| | | |
|---------------------------------|-----------------|------------------|
| Original Contract Amount | \$ 2,539,951.70 | |
| Current Change Order Amount | \$ 2,807.04 | Percent: 0.111 % |
| Total Previous Approved Changes | \$ 3,921.24 | Percent: 0.154 % |
| Total Change To-Date | \$ 6,728.28 | Percent: 0.265 % |
| Modified Contract Amount | \$ 2,546,679.98 | |

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M -) (-- GT \$ 2 M -)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -36022
Change Order No: 005

INDIANA
Department of Transportation

Date: 07/05/2019
Page: 3

Contract: R -36022
Project: 0901730 - State: 0901730
Change Order Nbr: 005
Change Order Description: Pedestrian push button extensions
Reason Code: CHANGED COND, Constructability Related

| CLN | PCN | PLN | Item Code | Unit | Unit Price | CO Qty | Comment | Amount Change |
|------|---------|------|-----------|------|------------|--------|---------|--------------------|
| 0166 | 0901730 | 0166 | 805-96309 | EACH | 350.880 | 8.000 | C | Amount:\$ 2,807.04 |

Item Description: PEDESTRIAN PUSH BUTTON, RETROFIT

Supplemental Description1: Push button extensions

Supplemental Description2:

Total Value for Change Order 005 = \$ 2,807.04


Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

At the request of the City of Bloomington pedestrian push button extensions are being installed on all 8 of the push buttons at the intersections of Tapp & Rockport Roads. The City told the contractor which ped extensions that they wanted to use and thus approved the price that was submitted by the contractor since this is a non-reimbursable change order. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: CRIDER and CRIDER

Signed By: 

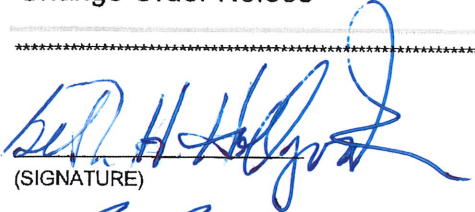
Date: 7/9/19

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36022
Change Order No:005

INDIANA
Department of Transportation

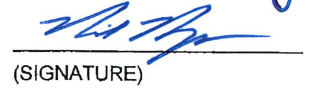
Date:07/05/2019
Page: 4


(SIGNATURE)

APPROVED FOR LOCAL PUBLIC AGENCY

Vice President Board of Public Works
(TITLE)

7/23/19
(DATE)


(SIGNATURE)

Interim Transportation Traffic Engineer
(TITLE)

7/24/19
(DATE)


SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

| Approval Level | Name of Approver | Date | Status |
|-----------------------------|------------------|------------|----------------|
| Project Engineer/Supervisor | Lenglade, Jon | 00/00/0000 | Action Pending |

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 7.18.19

CITY OF BLOOMINGTON
Controller
Reviewed by:

DATE: 7-23-19
FUND/ACCT: 432-15-159011-5592

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: Tapp Road and Rockport Road Intersection and Accessibility Project

Project Manager: Neil Kopper and Matt Smethurst

Project Description:

Project will replace the current all-way stop control at the intersection of Tapp Road and Rockport Road with a new traffic signal (including dedicated left-turn lanes on the Tapp Road approaches). The skewed approaches to the current intersection will be improved, and the grade on the west side of intersection will be reduced. All approaches to the intersection will be improved with accessible ramps, pedestrian countdown signals, and push buttons. New sidewalk and sidepath facilities will be constructed, including a sidepath that will connect bicyclists and pedestrians to the roundabout at the intersection of Tapp Road and Adams Street and the Clear Creek Trail system.

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

This Project will serve the allocation area by improving connectivity along Tapp Road. This will improve access along both Tapp Road and Rockport Road, improving access to the Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, and Fullerton Pike portions of the Consolidated TIF, which increases the potential for additional development in those areas.

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. The improved intersection should have increased value, as it will be safer and more accessible.
3. The improved intersection should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Accordingly, it is the Legal Department’s position that this is a permissible use of Tax Increment.

Project Timeline:

Start Date: January 2, 2015

End Date: June 7, 2019¹

Financial Information:

| | |
|--|-----------------------|
| Estimated full cost of project: | \$3,819,365.00 |
| Sources of funds: | |
| Planning & Transportation CumCap Allocation ² | \$254,760 |
| Consolidated TIF ³ | \$847,044.90 |
| Federal Highway Administration ⁴ | \$2,537,121.36 |
| City of Bloomington Utilities | \$148,050 |

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

| Step | Description | Estimated Cost | Timeline |
|------|------------------------------|----------------|----------------------------|
| 1 | Design Contract ⁵ | \$540,505 | Services Completed in 2016 |
| 2 | Right of Way Acquisition | \$248,000 | 2016 – 2017 |

¹ Final audit is anticipated on June 7, 2019.

² Initial amount expended is greater because Federal Highway Administration funding is reimbursed for design services.

³ Initial amount expended is expected to be greater because Federal Highway Administration funding is reimbursed for design services, right of way, and construction inspection services.

⁴ INDOT administers the distribution of federal funding to local transportation projects.

⁵ Planning & Transportation has entered into the design contract with DLZ. This is being primarily funded by the Department’s CumCap allocation with reimbursement from the Federal Highway Administration.

| | | | |
|---|---|----------------|-------------------------------|
| 3 | Right of Way Clearing | \$54,000 | Services Completed in 2017 |
| 4 | Construction & Construction Inspection | \$2,933,350.02 | 2018 – 2019 (Completed) |
| 5 | Change Order 1 to Right of Way Clearing Agreement | \$7,200 | Completed |
| 6 | Change Order 1, 3, and 4 to Construction Agreement | \$3,921.24 | Completed |
| 7 | Change Order 2 and 5 | \$32,388.74 | Completed |

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 15-86 Project Review and Approval Form
 16-29 Design Contract
 17-85 Right of Way Clearing
 17-104 Approval of Construction Engineering Services
 18-03 Change Order 1 to Right of Way Clearing Agreement
 18-22 Approval of Funds for Construction
 19-68 Approval of Change Orders

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-69
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CONTRACT FOR
LANDSCAPE MAINTENANCE IN THE TRADES DISTRICT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure; and

WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District, the RDC desires to have a landscaping firm perform regular maintenance for the remainder of 2019 and throughout 2020 (“Services”); and

WHEREAS, City staff solicited bids from landscaping firms to provide the Services, and Nature’s Way Inc. was selected as the best responsive bidder; and

WHEREAS, City Staff have brought an Agreement with Nature’s Way, which is attached to this Resolution as Exhibit A, to provide the Services for an amount not to exceed Thirty-Nine Thousand Four Hundred Sixty-Two Dollars (\$39,462.00); and

WHEREAS, the RDC has available funds from its maintenance and services account to pay for the Services;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement from Account Number 444-15-150000-53990 in amount not to exceed Thirty-Nine Thousand Four Hundred Sixty-Two Dollars (\$39,462.00).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2020, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
NATURE
NATURE’S WAY, INC.
FOR
PLANT ROTATION AND MAINTENANCE IN THE TRADES DISTRICT**

This Agreement, entered into on this 5th day of August, 2019, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and Nature’s Way, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the RDC wishes to have landscape maintenance within the Trades District; and

WHEREAS, the RDC requires the services of a professional Contractor in order to perform the desired maintenance (the “Services” as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the RDC.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with Alex Crowley, or his designee, as the RDC’s Project Manager.

Article 2. Standard of Care

Contractor 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 (“Standard of Care”). The RDC shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the RDC

The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The RDC's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Nine Thousand Four Hundred Sixty-Two Dollars (\$39,462.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bloomington Redevelopment Commission
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC 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 RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall perform the Services as detailed in Exhibits A and B through December 31, 2020, and in coordination with the RDC's Project Manager. The time limits established by this Agreement 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 RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC, and the RDC shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Contractor 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 RDC. Contractor 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 11. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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 insureds 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 of the City's will be called upon to contribute to a loss hereunder.

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

Article 13. Conflict of Interest

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

Article 14. 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 15. 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 16. Assignment

Neither the RDC nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Contractor.

Article 18. 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 19. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Contractor 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

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

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

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify

program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

RDC:

City of Bloomington
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Contractor:

Nature's Way, Inc.
ATTN: Valaurie Zygnowicz
7330 N. Wayport Road
Bloomington, Indiana 47408

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

Article 23. Intent to be Bound

The RDC and Contractor each binds 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 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and the Contractor. 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 25. Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D 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

NATURE’S WAY, INC.

Philippa M. Guthrie, Corporation Counsel

Valaurie Zygnowicz, Vice President

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Donald Griffin, President

Mary Alice Rickert, Secretary

EXHIBIT A - "Scope of Work"

1. Site Locations

- a. The areas requiring landscape maintenance services are shown in Attachment A. The areas include, irrigated and non-irrigated landscape beds, tree grates, paver grates, paver brick sidewalks and plazas, planter pots, mulched rings at bases of trees, and an irrigation system with backflow preventer.
- b. Contractors are encouraged to conduct a site visit of the service locations prior to submitting a quote. The Contractor is responsible for becoming familiar with the existing site conditions.

2. Manual Weed Control

- a. Remove weeds by hand from the following areas twice per month:
 - i. Landscape Beds
 - ii. Tree Grates and Paver Grates
 - iii. Mulched rings at bases of trees
 - iv. Paver Brick Areas

3. Chemical Weed Control

- a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.
- b. Any use of herbicides must be consistent with the City of Bloomington Parks and Recreation Integrated Pest Management Plan. A copy can be downloaded at this link: <https://bloomington.in.gov/sites/default/files/2017-05/Bloomington%20Parks%20and%20Recreation%20Integrated%20Pest%20Management%20Plan.pdf>

4. Mulching

- a. Annually in the spring (March-April), inspect condition of mulch and re-mulch as needed to maintain a 3"-4" thickness of mulch in the landscape beds. Ensure filter fabric and drip irrigation lines are not exposed in the beds.
- b. Annually in the spring (March-April), remove and replace at 3"-4" thickness the mulched rings at bases of trees. Mulch must not be piled against bases of trees.
- c. Annual quantity of mulch required: Assume 100 cy of mulch.
- d. Mulch type: Hardwood bark mulch (non-colorized)

5. Edging

- a. Annually in the spring (March-April), re-cut/edge the borders of the spade-edge landscape beds and mulched rings at bases of trees to maintain a clean edge between the grass and mulch.

6. Pruning

- a. Annually in the fall, prune perennials to promote growth and form for the following season, including the following special requirements:
 - i. All Grow-Low Sumac (Rhus aromatic ‘Gro-low’) should be sheared to 12”-18” above ground in first fall (2019) and as needed in subsequent years to promote tighter growth and large massing.
 - ii. Shrubs must be hand-pruned. Use of shears or hedge trimmers on shrubs is not allowed, except for Gro Low Sumac per instruction noted above.
 - iii. Do not prune trees. City of Bloomington staff will perform all tree pruning.
 - iv. Do not prune ornamental grasses in the fall. Grasses are to remain through the winter months.
- b. Annually in early spring, prune the ornamental grasses.

7. Watering

- a. Monitor and water the following on an as needed basis using the on-site water source (on-site water is accessible from the irrigation system via quick coupler valves):
 - i. Planter Pots (25)
 - ii. Non-irrigated landscape beds
 - iii. Non-irrigated sod
- b. Vendor must supply hoses and adaptors for the quick coupler valves.

8. Fall Clean-Up

- a. Annually in the fall (November), perform a fall clean up to remove accumulated fallen leaves and other debris/waste from the following:
 - i. Landscape Beds, including removing debris from the stone channels that are located in six of the beds/infiltration planters
 - ii. Tree Grates and Paver Grates
 - iii. Paver Brick Areas

9. Seasonal Plantings in Planter Pots

- a. In the fall of 2019 (September), replant the twenty-five planter pots with a fall color plant such as mums or asters.
- b. In 2020, replant the twenty-five planter pots, once in spring, once in summer, and once in fall (3 rotations) with appropriate seasonal color plantings.

10. Irrigation System

- a. Provide operational and maintenance oversight for the irrigation system according to the manufacturer's recommendations.
 - i. Controller Type: Rainbird ESP-LXD Controller
- b. Promptly notify the City of Bloomington of any irrigation system operational issues or maintenance needs that are outside this scope of work.
- c. Annually, perform backflow testing for the irrigation system. Submit the required reports, and provide a file copy to the City.

EXHIBIT B – Quote and Bid Documents

CITY OF BLOOMINGTON
Landscape Maintenance Services - Trades District
Quotation

| Item | Description | Unit Price | Quantity | Total |
|------|----------------------------|--------------------|----------|--------------|
| 1 | Manual Weed Control (A) | \$ 840.00 /visit | 26 | \$ 21,840.00 |
| 2 | Chemical Weed Control | \$ 726.00 /visit | | |
| 3 | Mulching (B) | \$ 6,000.00 /visit | 1 | \$ 6,000.00 |
| 4 | Edging (B) | \$ 320.00 /visit | 1 | \$ 320.00 |
| 5 | Fall Pruning (C) | \$ 300.00 /visit | 2 | \$ 600.00 |
| 6 | Spring Pruning Grasses (B) | \$ 504.00 /visit | 1 | \$ 504.00 |
| 7 | Watering | \$ 42.00 /hour | | |
| 8 | Fall Clean-Up (C) | \$ 1,008.00 /visit | 2 | \$ 2,016.00 |
| 10 | Seasonal Plantings (D) | \$ 1,875.00/season | 4 | \$ 7,500.00 |
| 11 | Irrigation System O&M | \$ 45.00 /hour | | \$ - |
| 12 | Backflow Testing (B) | \$ 85.00 /visit | 1 | \$ 85.00 |

(A) - 2 visits per month; 4 months in 2019 (Aug-Nov); 9 months in 2020 (Mar-Nov)

(B) - Spring 2020

(C) - Fall 2019 and Fall 2020

(D) - Fall 2019 and Spring, Summer, Fall 2020

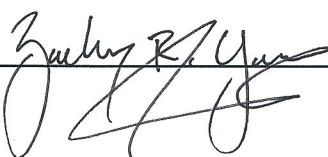
Company: Nature's Way, inc.

Name: Zachary R. Young

Address: 7330 N Wayport Rd.

Phone: (812)-876-7888

Email: Zach@naturesway.net

Signature: 

CITY OF BLOOMINGTON
Landscape Maintenance Services - Trades District

Quotation

Addendum #1 - Kiln Landscaping Only

| Item | Description | Unit Price | Quantity | Total |
|------|-------------------------|-----------------|----------|-----------|
| 1 | Manual Weed Control (A) | \$ 65.00 /visit | 8 | \$ 520.00 |
| 2 | Fall Pruning (B) | \$ 35.00 /visit | 1 | \$ 35.00 |
| 3 | Watering | \$ 42.00 /hour | | |
| 4 | Fall Clean-Up (B) | \$ 42.00 /visit | 1 | \$ 42.00 |

(A) - 2 visits per month; 4 months in 2019 (Aug-Nov)

(B) - Fall 2019

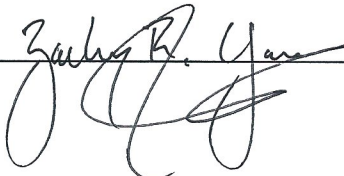
Company: Nature's Way, inc.

Name: Zachary R. Young

Address: 7330 N Wayport Rd.

Phone: (812)-876-7888

Email: Zach@naturesway.net

Signature: 



"An investment that keeps on growing."

RDC Resolution 19-69

Exhibit A

Nature's Way, inc.

Interior and Exterior Landscaping and Design

P.O. Box 6896

Bloomington, IN 47407

Statement of Qualifications

This being the threshold of our 43rd year of business, Nature's Way, inc. has serviced projects throughout the state of all sizes and scopes. Our landscape and irrigation crews have been responsible for designing, implementing, and maintaining accounts to provide a continuum of care as to maximize overall visualization of properties. We have at our fingertips a staff of over 50 people, with several members of the "Green-Team" working at Nature's Way, inc. for 25+ years; regardless of the task, we have every confidence that we can not only meet your demands and expectations, but exceed them.

Nature's Way, inc. has designed and installed numerous landscape and irrigation projects. In addition to plants being provided for these projects; proper soil preparation, seeding and sodding have also been addressed as part of project specifications. We have also installed stone patios and walkways, boulder walls and modular block retaining wall systems, water features and low voltage landscape lighting. As a full-service plant provider, we offer interior plant services - designs, plants, installation of, and maintenance services. We cater to both commercial and residential properties. The following are a few of the landscape and irrigation projects we have installed: Simon Properties College Mall Expansion, Cook Polymer Technologies, all of the Bloomington area McDonald Restaurants (re-models and re-builds), I.U. Credit Union Loan Center, Alpha Tau Omega Fraternity at DePauw University, Phi Gamma Delta Fraternity at Indiana University, and SCI REMC Corporate Office in Martinsville, Indiana.

All of the maintenance tasks are overseen by our Horticultural Maintenance Department. Composed of (5) different 3-person crews each with a supervising crew leader, the Horticultural department is trained using on-site and in-house training methods. Our crew leaders are required to hold and maintain (through Continued Credit Hours) at least their CORE level of Pesticide Certification in order to ensure the safety of our employees, clients, and the environment. Plant knowledge, we have found, is best learned through field testing. By continuing to learn, adapt, and apply during our daily work tasks, group discussions, and educational opportunities, we gain the knowledge necessary to keep our clients, and the plants, happy and healthy.

OFFICE OF INDIANA STATE CHEMIST

Purdue University
175 S. University St.
West Lafayette, Indiana 47907-2063

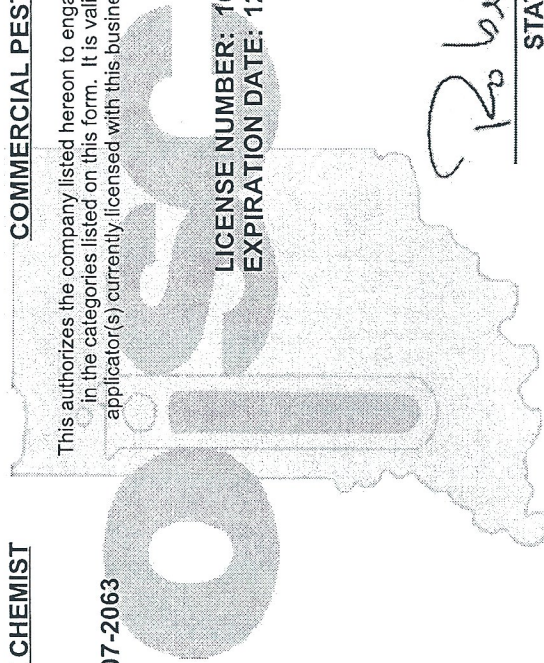
VALID CATEGORIES
3A, 3B

ØØDDMT
NATURES WAY INC
7330 N WAYPORT RD
BLOOMINGTON IN 47408-9315

COMMERCIAL PESTICIDE BUSINESS LICENSE

This authorizes the company listed hereon to engage in for-hire pesticide use business in the categories listed on this form. It is valid in these categories only as long as applicator(s) currently licensed with this business hold valid certification(s) as listed.

LICENSE NUMBER: 10496
EXPIRATION DATE: 12/31/2019



Robert J. Walsh
STATE CHEMIST



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Registered Cross Connection Control Device Inspector

| Prefix | Registration Number |
|--------|---------------------|
| IB | BF19-6443 |

James Hollars

Indiana Department of Environmental Management
Drinking Water Branch
Office of Water Quality
100 N. Senate Avenue
Indianapolis, IN 46204-2251

City of Bloomington
REQUEST FOR QUOTATION
Landscape Maintenance Services - Trades District

A. Introduction

The City of Bloomington is requesting quotations for landscape maintenance services in the Trades District per the requirements described herein.

The City reserves the right to accept or reject any or all quotations. Award is dependent upon the execution of a mutually acceptable contract.

Services must be performed in 2019 and 2020 during the following time periods:

2019 Services: Upon contract award through November 30, 2019

2020 Services: March 1, 2020 through November 30, 2020

Quotations must be received by **noon on July 24, 2019**. Please send quotations via email to Kelly Boatman at boatmank@bloomington.in.gov. Questions and requests for site visits can be directed to Kelly Boatman via email or by phone at 812-287-0031.

B. Scope of Work

1. Site Locations

- a. The areas requiring landscape maintenance services are shown in **Attachment A**. The areas include, irrigated and non-irrigated landscape beds, tree grates, paver grates, paver brick sidewalks and plazas, planter pots, mulched rings at bases of trees, and an irrigation system with backflow preventer.
- b. Contractors are encouraged to conduct a site visit of the service locations prior to submitting a quote. The Contractor is responsible for becoming familiar with the existing site conditions.

2. Manual Weed Control

- a. Remove weeds by hand from the following areas twice per month:
 - i. Landscape Beds
 - ii. Tree Grates and Paver Grates
 - iii. Mulched rings at bases of trees
 - iv. Paver Brick Areas

3. Chemical Weed Control

- a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact

areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.

- b. Any use of herbicides must be consistent with the City of Bloomington Parks and Recreation Integrated Pest Management Plan. A copy can be downloaded at this link:

<https://bloomington.in.gov/sites/default/files/2017-05/Bloomington%20Parks%20and%20Recreation%20Integrated%20Pest%20Management%20Plan.pdf>

4. Mulching

- a. Annually in the spring (March-April), inspect condition of mulch and re-mulch as needed to maintain a 3"-4" thickness of mulch in the landscape beds. Ensure filter fabric and drip irrigation lines are not exposed in the beds.
- b. Annually in the spring (March-April), remove and replace at 3"-4" thickness the mulched rings at bases of trees. Mulch must not be piled against bases of trees.
- c. Annual quantity of mulch required: Assume 100 cy of mulch.
- d. Mulch type: Hardwood bark mulch (non-colored)

5. Edging

- a. Annually in the spring (March-April), re-cut/edge the borders of the spade-edge landscape beds and mulched rings at bases of trees to maintain a clean edge between the grass and mulch.

6. Pruning

- a. Annually in the fall, prune perennials to promote growth and form for the following season, including the following special requirements:
 - i. All Grow-Low Sumac (*Rhus aromatic* 'Gro-low') should be sheared to 12"-18" above ground in first fall (2019) and as needed in subsequent years to promote tighter growth and large massing.
 - ii. Shrubs must be hand-pruned. Use of shears or hedge trimmers on shrubs is not allowed, except for Gro Low Sumac per instruction noted above.
 - iii. Do not prune trees. City of Bloomington staff will perform all tree pruning.
 - iv. Do not prune ornamental grasses in the fall. Grasses are to remain through the winter months.
- b. Annually in early spring, prune the ornamental grasses.

7. Watering

- a. Monitor and water the following on an as needed basis using the on-site water source (on-site water is accessible from the irrigation system via quick coupler valves):

- i. Planter Pots (25)
 - ii. Non-irrigated landscape beds
 - iii. Non-irrigated sod
 - b. Vendor must supply hoses and adaptors for the quick coupler valves.
- 8. Fall Clean-Up
 - a. Annually in the fall (November), perform a fall clean up to remove accumulated fallen leaves and other debris/waste from the following:
 - i. Landscape Beds, including removing debris from the stone channels that are located in six of the beds/infiltration planters
 - ii. Tree Grates and Paver Grates
 - iii. Paver Brick Areas
- 9. Seasonal Plantings in Planter Pots
 - a. In the fall of 2019 (September), replant the twenty-five planter pots with a fall color plant such as mums or asters.
 - b. In 2020, replant the twenty-five planter pots, once in spring, once in summer, and once in fall (3 rotations) with appropriate seasonal color plantings.
- 10. Irrigation System
 - a. Provide operational and maintenance oversight for the irrigation system according to the manufacturer's recommendations.
 - i. Controller Type: Rainbird ESP-LXD Controller
 - b. Promptly notify the City of Bloomington of any irrigation system operational issues or maintenance needs that are outside this scope of work.
 - c. Annually, perform backflow testing for the irrigation system. Submit the required reports, and provide a file copy to the City.

C. General Conditions

1. The Contractor will submit monthly invoices detailing the specific work performed for the month.
2. Upon request or necessity, City of Bloomington staff may accompany the Contractor at the site to further clarify or describe maintenance methods, procedures, or service boundaries.
3. All work performed is subject to inspection by the City of Bloomington.
4. Work can be performed any day or time of the week, except where prohibited by the City of Bloomington noise ordinances, or at such times when it would be unsafe for the public or interfere with a public event.
5. The Contractor is responsible to remove and dispose of all debris from landscape maintenance services in compliance with local, state, and federal regulations.
6. The Contractor is responsible to promptly report any landscaping vandalism or damage to the City of Bloomington.

7. The Contractor is responsible to furnish all tools, equipment, materials, and personnel necessary to perform the work.
8. Personnel performing services will at all times present a neat appearance, perform services in a safe manner, and be courteous to the public using the area.
9. The Contractor shall designate a main point of contact for communication regarding the services.

D. Quote Evaluation

The following factors may be used to evaluate quotes:

1. Price
2. Responsiveness of quote
3. Experience in performing similar services
4. Technical expertise and professional judgement
5. Quality of work
6. Dependability/Service history
7. Availability
8. References (upon request)

E. Quote Requirements

1. Statement of Qualifications
 - a. Contractor must submit a written statement summarizing their experience in performing the services, specific expertise, equipment available, personnel available, and applicable professional licenses or certifications (i.e., herbicide applicator license, backflow testing certification).
2. Quote Form
 - a. Contractor must submit pricing on the Quote Form provided in **Attachment B**.
3. Deadline
 - a. Quotes must be received by **noon on July 24, 2019**.

ATTACHMENT A

Site Locations



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46201
www.andersonbohlander.com

PREPARED FOR
City of Bloomington

401 North Morton St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

TRADES DISTRICT
Bloomington, Indiana

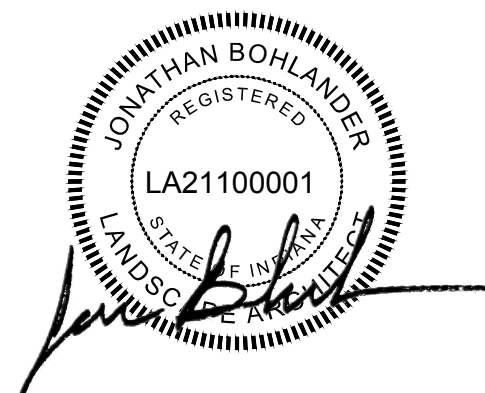
CONSULTANTS

CIVIL ENGINEER:
Crawford, Murphy & Tilly, Inc.
8790 Purdue Road
Indianapolis, Indiana 46268
317-298-4500

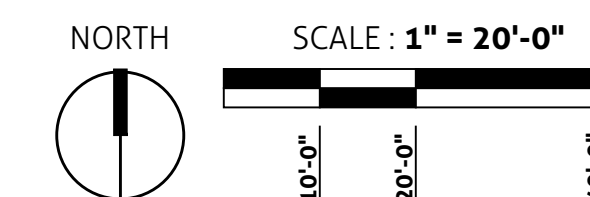
ISSUE: FOR CONSTRUCTION
ISSUE DATE: 02.28.2018

DRAWN BY:
CAR
CHECKED BY:
JBB

| REVISIONS | No. | Date | Issue |
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SHEET TITLE
**MAINTENANCE REFERENCE
MAP**



SHEET NUMBER
M1.01



LEGEND

- | | | | |
|--|---------------------------------|--|-----------------------------------|
| | LIMITS OF UNIT PAVING | | LIMITS OF STONE DRAINAGE CHANNELS |
| | LIMITS OF PERMEABLE UNIT PAVING | | MULCHED TREE RINGS |
| | IRRIGATED PLANTING BEDS | | PLANTER POTS WITH ANNUALS |
| | NON-IRRIGATED PLANTING BEDS | | TREE IN TREEGRATE |
| | LIMITS OF IRRIGATED TURF | | TREE IN PAVERGRATE - NO LIGHTS |
| | LIMITS OF NON-IRRIGATED TURF | | TREE IN PAVERGRATE - WITH LIGHTS |
| | | | QUICK COUPLER LOCATIONS |



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46201
www.andersonbohlander.com

PREPARED FOR
City of Bloomington

401 North Morton St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS
CIVIL ENGINEER:
Crawford, Murphy & Tilly, Inc.
8790 Purdue Road
Indianapolis, Indiana 46268
317-298-4500

ISSUE: FOR CONSTRUCTION
ISSUE DATE: 02.28.2018

DRAWN BY:
CAR
CHECKED BY:
JBB

| REVISIONS | No. | Date | Issue |
|-----------|-----|------|-------|
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SHEET TITLE
**MAINTENANCE REFERENCE
MAP**



SHEET NUMBER
M1.02



LEGEND

| | | | |
|--|---------------------------------|--|-----------------------------------|
| | LIMITS OF UNIT PAVING | | LIMITS OF STONE DRAINAGE CHANNELS |
| | LIMITS OF PERMEABLE UNIT PAVING | | MULCHED TREE RINGS |
| | IRRIGATED PLANTING BEDS | | PLANTER POTS WITH ANNUALS |
| | NON-IRRIGATED PLANTING BEDS | | TREE IN TREEGRATE |
| | LIMITS OF IRRIGATED TURF | | TREE IN PAVERGRATE - NO LIGHTS |
| | LIMITS OF NON-IRRIGATED TURF | | TREE IN PAVERGRATE - WITH LIGHTS |
| | | | QUICK COUPLER LOCATIONS |



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46201
www.andersonbohlander.com

PREPARED FOR
City of Bloomington

401 North Morton St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS
CIVIL ENGINEER:
Crawford, Murphy & Tilly, Inc.
8790 Purdue Road
Indianapolis, Indiana 46268
317-298-4500

ISSUE: FOR CONSTRUCTION
ISSUE DATE: 02.28.2018

DRAWN BY:
CAR
CHECKED BY:
JBB

REVISIONS
No. Date Issue

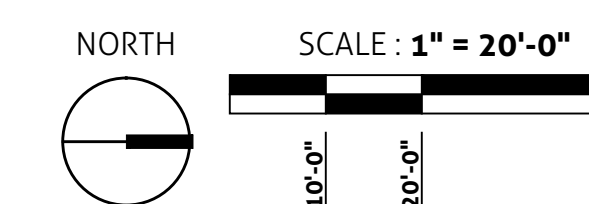


LEGEND

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|--|---------------------------------|--|-----------------------------------|
| | LIMITS OF UNIT PAVING | | LIMITS OF STONE DRAINAGE CHANNELS |
| | LIMITS OF PERMEABLE UNIT PAVING | | MULCHED TREE RINGS |
| | IRRIGATED PLANTING BEDS | | PLANTER POTS WITH ANNUALS |
| | NON-IRRIGATED PLANTING BEDS | | TREE IN TREEGRATE |
| | LIMITS OF IRRIGATED TURF | | TREE IN PAVERGRATE - NO LIGHTS |
| | LIMITS OF NON-IRRIGATED TURF | | TREE IN PAVERGRATE - WITH LIGHTS |
| | | | QC QUICK COUPLER LOCATIONS |



SHEET TITLE
**MAINTENANCE REFERENCE
MAP**



SHEET NUMBER
M1.03



1 North Meridian Street, Suite 902
Indianapolis, Indiana 46201
www.andersonbohlander.com

PREPARED FOR
City of Bloomington

401 North Morton St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

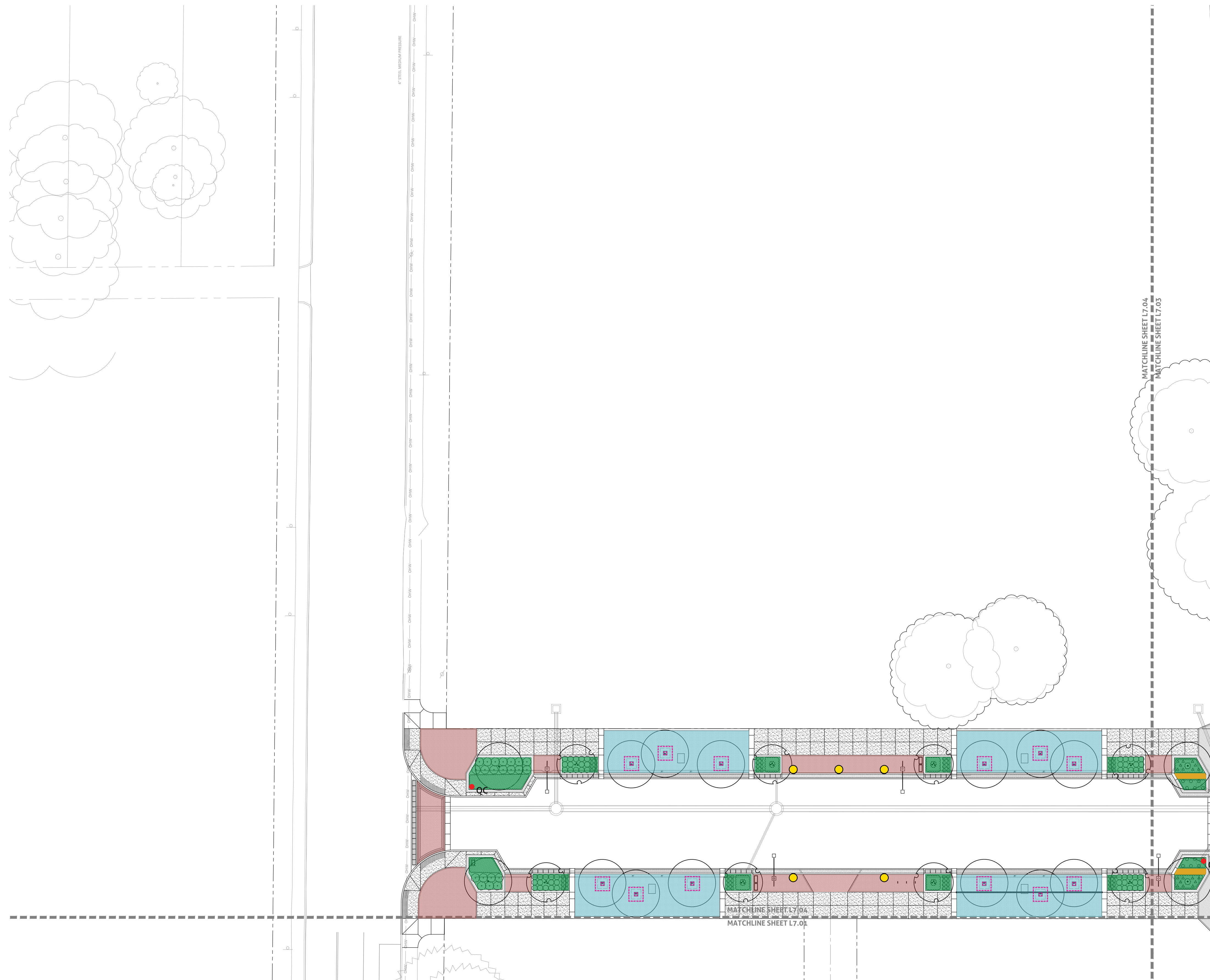
TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS
CIVIL ENGINEER:
Crawford, Murphy & Tilly, Inc.
8790 Purdue Road
Indianapolis, Indiana 46268
317-298-4500

ISSUE: FOR CONSTRUCTION
ISSUE DATE: 02.28.2018

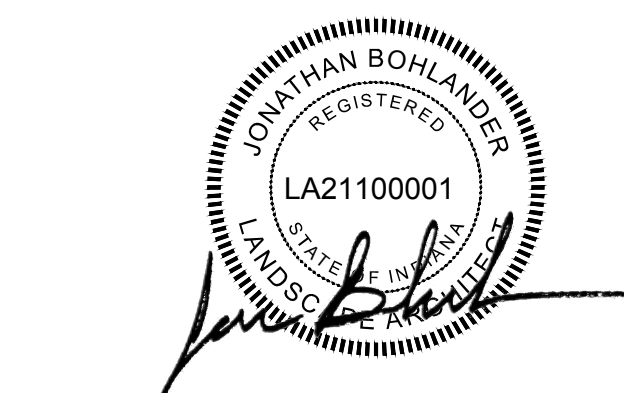
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LEGEND

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|--|---------------------------------|--|-----------------------------------|
| | LIMITS OF UNIT PAVING | | LIMITS OF STONE DRAINAGE CHANNELS |
| | LIMITS OF PERMEABLE UNIT PAVING | | MULCHED TREE RINGS |
| | IRRIGATED PLANTING BEDS | | PLANTER POTS WITH ANNUALS |
| | NON-IRRIGATED PLANTING BEDS | | TREE IN TREEGRATE |
| | LIMITS OF IRRIGATED TURF | | TREE IN PAVERGRATE - NO LIGHTS |
| | LIMITS OF NON-IRRIGATED TURF | | TREE IN PAVERGRATE - WITH LIGHTS |
| | QC | | QUICK COUPLER LOCATIONS |



SHEET TITLE
**MAINTENANCE REFERENCE
MAP**



SHEET NUMBER
M1.04

ATTACHMENT B

Quote Form

CITY OF BLOOMINGTON
Landscape Maintenance Services - Trades District
Quotation

| Item | Description | Unit Price | Quantity | Total |
|------|----------------------------|------------|----------|-------|
| 1 | Manual Weed Control (A) | \$ /visit | 26 | \$ |
| 2 | Chemical Weed Control | \$ /visit | | |
| 3 | Mulching (B) | \$ /visit | 1 | \$ |
| 4 | Edging (B) | \$ /visit | 1 | \$ |
| 5 | Fall Pruning (C) | \$ /visit | 2 | \$ |
| 6 | Spring Pruning Grasses (B) | \$ /visit | 1 | \$ |
| 7 | Watering | \$ /hour | | |
| 8 | Fall Clean-Up (C) | \$ /visit | 2 | \$ |
| 10 | Seasonal Plantings (D) | \$ /season | 4 | \$ |
| 11 | Irrigation System O&M | \$ /hour | | \$ |
| 12 | Backflow Testing (B) | \$ /visit | 1 | \$ |

(A) - 2 visits per month; 4 months in 2019 (Aug-Nov); 9 months in 2020 (Mar-Nov)

(B) - Spring 2020

(C) - Fall 2019 and Fall 2020

(D) - Fall 2019 and Spring, Summer, Fall 2020

Company: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

CITY OF BLOOMINGTON
Landscape Maintenance Services - Trades District

Quotation

Addendum #1 - Kiln Landscaping Only

| Item | Description | Unit Price | Quantity | Total |
|------|-------------------------|------------|----------|-------|
| 1 | Manual Weed Control (A) | \$ /visit | 8 | \$ |
| 2 | Fall Pruning (B) | \$ /visit | 1 | \$ |
| 3 | Watering | \$ /hour | | |
| 4 | Fall Clean-Up (B) | \$ /visit | 1 | \$ |

(A) - 2 visits per month; 4 months in 2019 (Aug-Nov)

(B) - Fall 2019

Company: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

ADDENDUM #2
Correction to Drawing M1.02

Correction to Drawing M1.02: There are 3 areas coded DARK GREEN (irrigated planting beds) on the north and south side of 10th Street that should be coded PURPLE (non-irrigated planting beds). The 3 areas that should be PURPLE are noted in the image below:

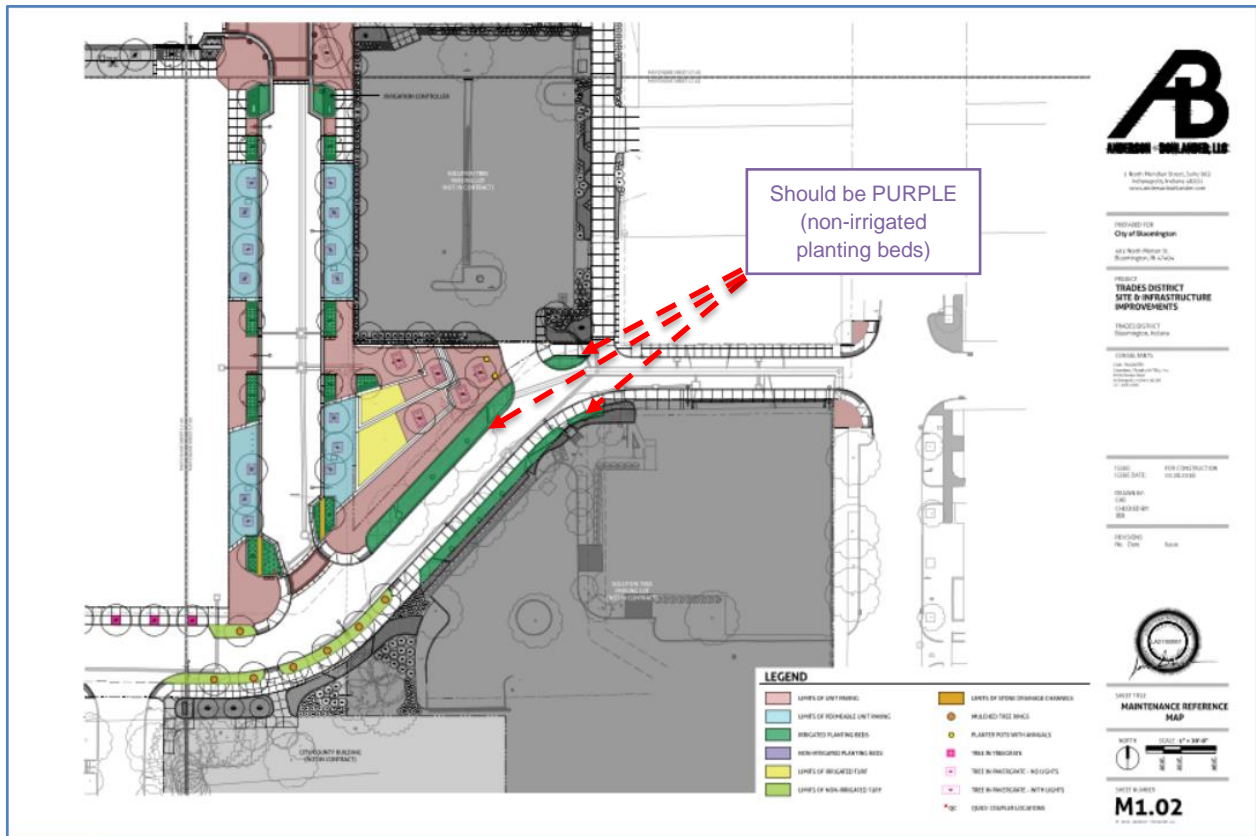


EXHIBIT C

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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 _____ day of _____, 2019.

Nature’s Way, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

19-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR A NEW HVAC SYSTEM AT
THE BUSKIRK-CHUMLEY THEATER

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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

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

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

WHEREAS, on December 17, 2018, the RDC approved Resolution 18-87, which authorized the Controller to expend up to \$74,000 for BCT Management, Inc.’s (“BCTM”) responsibilities, pursuant to the Partnership Agreement between the City of Bloomington, the Board of Parks Commissioners, the RDC, and BCTM; and

WHEREAS, under the partnership agreement, the City is responsible for the heating, ventilation, and air conditioning (“HVAC”) system at the Buskirk-Chumley Theater; and

WHEREAS, the current main HVAC system supporting the Buskirk-Chumley Theater lobby has failed and is eligible for an efficiency upgrade to improve the building; and

WHEREAS, City Staff has solicited and evaluated quotes and identified the quote from Commercial Service for \$8,280.00, as the best response for the most efficient system; and

WHEREAS, the new HVAC system will upgrade the building by improving the efficiency of the climate control system from a 13 SEER to a 20 SEER efficiency rating (“Improvement”); and

WHEREAS, there are available funds in the 2019 Partnership Agreement Consolidated TIF Allocation to pay for the upgrade; and

WHEREAS, this HVAC improvement is a valid use of TIF funds as a public improvement under Indiana Code Section 36-7-14-39;

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

1. The Redevelopment Commission finds the above described expenditures to be an appropriate use of TIF funds, and finds that the above described Improvements are public improvements that will enhance the development and economic development of the Consolidated TIF.
2. The RDC authorizes the Controller to expend or reimburse an amount not to exceed \$8,280.00 from the 2019 Partnership Agreement Consolidated TIF Allocation funds to purchase the Improvement from Commercial Service, pursuant to a purchase order to be executed between the City and HFI. The purchase order does not remove the requirement to comply with the City and the RDC's claims process.
3. A copy of the purchase order and invoice shall be attached and filed with this resolution by RDC staff.
4. The funding authorizations contained in this Resolution shall terminate on September 30, 2019, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**19-71
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT WITH KOORSEN FIRE & SECURITY REGARDING
THE DIMENSION MILL**

- 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”), 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, pursuant to the purchase agreement approved in Resolution 19-34, the Redevelopment Commission of the City of Bloomington (“RDC”) closed on the purchase of College Square located at 216 S College Avenue (“Property”) on July 15, 2019; and
- WHEREAS, as part of the purchase of the Property, existing utilities have been transferred to the RDC, including a security system that helps protect Property (“Security System”); and
- WHEREAS, as a result of the transfer, it is necessary to upgrade the Security System in the property to comply with current regulations and standards; and
- WHEREAS, pursuant to the City’s procurement process, Staff has identified the Koorsen Fire & Security, Inc. (“Koorsen”) as the best provider of the upgraded Security System; and
- WHEREAS, Staff has negotiated an Agreement with Koorsen and an Addendum to the Agreement with Koorsen, which are attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, Koorsen is willing to install the necessary upgrades to the security system at the Property and provide remote monitoring of the security system for an amount not to exceed Seven Hundred Twenty-One Dollars and Thirty-Three Cents (\$721.33); and
- WHEREAS, the installation of the Security System will involve the installation of new parts at the Property which will result in a public improvement to the Property with new capabilities; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Security System; and

WHEREAS, ongoing payments for the monitoring of the security system shall be taken from the RDC's rental income from the Property and not the Consolidated TIF;

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the installation of the Security System serves the public's best interest.
2. The RDC hereby approves payment of an amount not to exceed Seven Hundred Twenty-One Dollars and Thirty-Three Cents (\$721.33) from the Consolidated TIF for the Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims process.
3. The RDC hereby approves payment not to exceed Fifty Dollars (\$50.00) per month to be paid from its services fund (Account Number 444-15-150000-53990) for the monitoring of the system.
4. The RDC hereby authorizes Donald Griffin to sign the Agreement with Koorsen on behalf of the RDC, and authorizes Staff to complete the Customer Information Sheet.
5. The funding authorizations contained in this Resolution shall terminate on December 31, 2020, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
AND
KOORSEN FIRE AND SECURITY
FOR
COLLEGE SQUARE**

This Agreement, entered into on this ____ day of August, 2019, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and Koorsen Fire and Security (“Consultant”),

WITNESSETH:

WHEREAS, the RDC wishes to contract with Consultant to provide services for the College Square, which is the building that occupies 200-216 S. College Avenue; and

WHEREAS, the RDC requires the services of a professional consultant in order to perform the services specified in Exhibit A (the “Services” as further defined below);

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 RDC.

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 as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with Alex Crowley as the RDC’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the RDC pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the RDC.

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 (“Standard of Care”). The RDC shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the RDC

The RDC shall provide all necessary information regarding requirements for the Services. The RDC 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 RDC's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The RDC shall pay Consultant for all fees and expenses in an amount not to exceed Seven Hundred Twenty-One Dollars and Thirty-Three Cents (\$721.33) for the upgrades to the security system and an amount not to exceed Fifty Dollars (\$50.00) per month for the term of this agreement. Consultant shall submit an invoice to the RDC upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC 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 RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. 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 RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC 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 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 RDC, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract

any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the RDC 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 RDC 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, RDC 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 RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the RDC's sole risk and without liability or legal exposure to Consultant. The RDC 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.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the RDC as part of the Services shall become the property of the RDC. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of 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 RDC. Consultant 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 13. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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 insureds 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 of the City’s will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the RDC prior to the commencement of work under this Agreement. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC’s required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at its election to 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 under this Agreement. 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 RDC nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 RDC and 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 all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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 C, 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 Commission or RDC 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. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

RDC:

Consultant:

| | |
|----------------------------|----------------------------|
| City of Bloomington | Koorsen Fire and Security |
| Attn: Alex Crowley | Attn: Nate Dobson |
| 401 N. Morton, Suite 150 | 1131 Air Drive |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47404 |

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

Article 25. Intent to be Bound

The RDC and Consultant each binds 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 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC 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 27. Non-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 D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D 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

KOORSEN FIRE AND SECURITY

Philippa M. Guthrie, Corporation Counsel

Nate Dobson, Territory Account Manager

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Donald Griffin, President

Witness

Printed Name, Title

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Contractor shall furnish all labor and materials to install a fire dialer and cellular communicator in the fire alarm panel.
2. Contractor shall connect the analog phone line as the primary path of communication, and connect the cellular communicator as the secondary path of communications.
3. Contractor shall dispose of all equipment removed and scrap materials in an appropriate manner.
4. Monthly fees for the cellular communicator shall be Ten Dollars (\$10.00) per month for the duration of this contract.
5. Monthly fees for fire alarm monitoring, with email notices of all troubles, shall be Forty Dollars (\$40.00) per month for the duration of this contract.
6. Price for labor and materials to install cellular communicator, necessary connections, and commencing monitoring service shall be Seven Hundred Twenty One Dollars and Thirty Three Cents (\$721.33).

City of Bloomington

Brian Payne

S College Ave.
Bloomington,, IN 47404

Thank you for the opportunity to introduce Koorsen Fire & Security. With our company breadth and knowledge we are able to provide total protection from one source, helping you to service all your fire, security, and communication needs through one vendor saving you both time and money. In addition, we are able to provide you with 24/7 unparalleled local support and service allowing you peace-of-mind.

We take pride in our customer service when so many of our competitors are all about maximizing profits at the expense of the customer, allowing you to become vulnerable to code violations, property damage or worse. We are the experts in the life safety industry with over 70 years of experience, NICET level trained technicians and engineers, expert knowledge on both federal and local codes and boast one of the industry's largest training centers in the country. We take our jobs seriously and are committed to our customers.

Attached is a proposal for your review, I would enjoy the opportunity to further explain our capabilities and answer any questions you may have concerning any details provided hereafter.

I look forward to working with you and your team. Please feel free to contact me with any questions.

Sincerely,
Shannon Brown
Security Sales Consultant

Site Address:

Number KFSQ14527

Date Jun 27, 2019

City of Bloomington
Brian Payne
S College Ave.
Bloomington,, IN 47404

Phone 8123493419

Scope of Work

THIS QUOTE IS FOR KOORSEN FIRE & SECURITY TO INSTALL FIRE DIALER & CELL COMMUNICATOR AT CUSTOMER'S FIRE ALARM CONTROL PANEL.

CUSTOMER HAS ANALOG PHONE LINE AT THE CONTROL PANEL THAT KOORSEN WILL TIE INTO FOR PRIMARY PATH OF COMMUNICATION & THE CELLULAR COMMUNICATOR WILL WORK AS SECONDARY PATH.

THIS SOLUTION WILL ALLOW CUSTOMER TO REMOVE 1 ANALOG LINE AT THE PANEL

Proposed Equipment / Services

| Qty | Description |
|-----|--|
| 1 | LTE UNIVERSAL CELLULAR COMMUNICATOR WITH EXT. ANTENNA Commercial Fire Cellular Communication - Addon (Daily Supervision) (Optional - SELECTED) \$10.00 Monthly Commercial Fire Monitoring - Email On All Troubles (Optional - SELECTED) \$40.00 Monthly |
| 1 | |
| 1 | Labor |

| | | |
|---|--------------|-----------------|
| Recurring Amounts Selected: \$50.00 Monthly | Total | \$721.33 |
|---|--------------|-----------------|

Payment Options

Select your preferred payment option / purchase terms*:

[] Terms Purchase (purchase amount \$721.33), [plus \$50.00 monthly]

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Koorsen Fire & Security or use or permit the use of such information or data to compete with Koorsen Fire & Security in any manner.

EXHIBIT B

“Project Schedule”

Upgrades to Commercial Fire Cellular Communication Completed prior to September 30, 2019.

Monthly monitoring fee for alarm system.

EXHIBIT C

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

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

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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 _____ day of _____, 2018.

Koorsen Fire and Security

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

**19-72
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF DESIGN CONTRACT FUNDING FOR
MULTIMODAL IMPROVEMENTS ALONG 17TH STREET
BETWEEN MONROE STREET AND GRANT STREET**

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets (“Project”); and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form (“Amended Form”) adjusting the scope of the project and identified the Consolidated TIF and the 2015 TIF Bond as sources of funding for the Project; and
- WHEREAS, Step 1 of the project was the Design Contract for the Project; and
- WHEREAS, the City has negotiated an agreement with Lochmueller Group, Inc., to provide the design services for an amount not to exceed Six Hundred Thirty-Six Thousand One Hundred Fifteen Dollars (\$636,115.00) (the “Agreement”); the Agreement is attached to this resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF and the 2015 TIF Bond to pay for the design 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 REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.
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 Six Hundred Thirty-Six Thousand One Hundred Fifteen Dollars (\$636,115.00) to pay for the design services, to be payable in accordance with the terms of the Agreement (“Payment”).

4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the addendum to the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2019 (“Effective Date”) by and between the City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Lochmueller Group, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900402

Project Description: 17th Street Multimodal Improvements from Monroe Street to Grant Street

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be May 2023. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$636,115.00**.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws**

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

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

9. **Confidentiality of LPA Information**

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

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

11. **DBE Requirements**

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

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

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

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

12. Non-Discrimination

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

- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period,

not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

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

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

addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes

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

14. Drug-Free Workplace Certification

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

- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000

Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

Lochmueller Group, Inc.
6200 Vogel Road
Evansville, Indiana 47715

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a

facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default**
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Contract is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion

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

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

LOCHMUELLER GROUP, INC.

CITY OF BLOOMINGTON

Michael R. Hinton
President/Chief Executive Officer

Signature

(Print or type name and title)

Attest:

Signature

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX “A”

SERVICES TO BE FURNISHED BY CONSULTANT

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

1.0 TOPOGRAPHIC SURVEY DATA COLLECTION

The CONSULTANT shall perform the topographic survey data collection in accordance with I.C. 25-21.5, 865 I.A.C. 1-12, and the Indiana Design Manual, Part III, Location Surveys. The survey limits shall begin approximately 300 feet east of Monroe Street and run easterly approximately 4,650 feet to the center of the intersection of Grant Street, excluding that section of 17th Street at the intersection of Kinser Pike/Madison Street, which had been surveyed previously under a separate project. The survey coverage shall extend up to 50 feet north of the centerline of 17th Street or to the face of existing buildings, whichever is less. The survey coverage shall also extend up to 35 feet south of the centerline of 17th Street or to the face of existing buildings, whichever is less.

2.0 ENVIRONMENTAL DOCUMENT

The CONSULTANT shall perform the following:

2.1 Project Organization/Coordination: Perform file management, coordination with other team members and general project management activities.

2.2 NEPA Documentation: Carry out environmental analyses and develop National Environmental Policy Act (NEPA) documentation for a Level 3 Categorical Exclusion (CE-3). The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual*. The tasks to be performed shall include the following:

2.2.1 Field Inspection – The CONSULTANT shall complete a field inspection of the proposed area. The field inspection shall include a survey by biologists to document potential environmental resources, including water resources, recreational facilities, hazardous materials, etc. Because this project occurs within the known karst area of the state, the field inspection shall also include the completion of a field survey by an Environmental Geologist.

2.2.2 Red Flag Investigation (RFI) – Conduct a RFI for the project in accordance with current INDOT policies and procedures. The RFI shall include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet shall be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI shall be produced. The RFI shall be prepared in accordance with the INDOT Site Assessment & Management (SAM) guidance (2018).

- 2.2.3 Early Coordination – Develop early coordination packages (including letters, general location mapping, Red Flag Investigation maps, and photographs) and distribute to the appropriate resource agencies listed in the most recent *INDOT Categorical Exclusion Manual*.
- 2.2.4 IPaC Coordination – Complete the Range-wide Programmatic Informal Consultation process with the INDOT Seymour District and U.S. Fish and Wildlife Service. It shall be anticipated that the project effect finding will be a “May Affect – Not Likely to Adversely Affect” finding.
- 2.2.5 Section 4(f)/6(f) Documentation – Prepare the necessary documentation and coordinate with the Official with Jurisdiction (OWJ), the City of Bloomington’s Parks and Recreation Department, in an attempt to gain their written concurrence that the project qualifies under the Federal Highway Administration’s (FHWA) Section 4(f) exception covering “Transportation enhancement activities, transportation alternatives projects, and mitigation activities, where the use of the previously constructed Section 4(f) property is solely for the purpose of preserving or enhancing an activity feature, or attribute that qualifies the property for Section 4(f) protection” (23 CFR 774.13(g)).
- 2.2.6 Karst Review – Since the project is located in the known karst area of the state, a review of potential karst features shall be completed. This task shall include the completion of a literature review and review of existing GIS karst data for the project area.
- 2.2.7 CE-3 Documentation – Due to the anticipated number of relocations exceeding five (5), a draft Categorical Exclusion Level 3 (CE-3) shall be prepared prior to the public hearing. Following the completion of the public involvement requirements, the draft CE-3 shall be updated and the commitments summary spreadsheet for the project shall be completed and submit for final approval and distribution. If it is determined that a CE document Level other than a Level 3 is required, an amendment to this Contract will be required to modify the scope of services to be provided and the CONSULTANT’s compensation for preparing the document.
- 2.2.8 Section 106 Consultation and Documentation – Full Section 106 consultation is anticipated due to the potential relocation of an apartment building near east of the 17th Street and Lincoln Street intersection. The CONSULTANT shall prepare the appropriate Section 106 documentation in accordance with the *INDOT Cultural Resources Manual*. This tasks to be performed shall include the following:
- 2.2.9 Consulting Party Early Coordination – Prepare a list of potential consulting parties that shall be invited to participate in the Section 106 process. Prepare an early coordination letter and distribute to consulting parties following approval by the INDOT Cultural Resources Office (CRO).
- 2.2.10 Area of Potential Effects (APE) Delineation and Field Inspection – Upon review of preliminary design information, formulate an APE, which shall define the limits of the survey for aboveground resources that are listed or

determined eligible for inclusion in the NRHP. The APE may extend beyond the defined survey limits. A Historian-Section 106 Specialist, who meets the *Secretary of the Interior's Professional Qualification Standards* as per 36 CFR Part 61, shall complete the field inspection documenting properties and rating them as Contributing, Notable, and Outstanding.

- 2.2.11 Historic Properties Short Report (HPSR) – Prepare an HPSR that documents the results of the Qualified Professional's survey of aboveground resources and make National Register of Historic Places (NRHP)-eligibility recommendations. It is assumed no properties eligible for inclusion in the NRHP will be identified within the APE that would warrant the preparation of a full Historic Properties Report. The HPSR shall be submitted to INDOT CRO for approval prior to disseminating to the consulting parties.
- 2.2.12 Archaeological Investigations – Perform an Archaeological Records Review in accordance with DHPA guidelines for the project area and a one (1) mile buffer. In order to obtain the required archaeological clearance, perform a Phase Ia Investigation following standard archaeological methods. If no archaeological sites are found, document the investigation in an Indiana Archaeological Survey Short Report. Prepare a written report and site survey forms following guidance provided in the current *Guidebook for Indiana Historic Sites and Structures Inventory-Archaeological Sites* for up to one (1) found site.
- 2.2.13 Effects Finding Preparation (No Historic Properties Affected) – Prepare the appropriate level of effects documentation for the project. It is anticipated the project will result in a finding of “No Historic Properties Affected.” The effects documentation shall be submitted to INDOT CRO for approval prior to distribution to consulting parties. In addition, prepare a public notice advertising the opportunity for the public to comment on the effects finding, and coordinate the publication with the appropriate newspaper. Should it be determined that the project will result in a finding of “No Adverse Effect” or “Adverse Effect,” additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.

3.0 PUBLIC INVOLVEMENT

The CONSULTANT shall prepare for and administer one (1) public meeting and two (2) individual property owner meetings, and if required, administer one (1) formal public hearing in accordance with INDOT requirements immediately following the public meeting. The tasks to be performed are as follows:

- 3.1 Prepare the displays to be used for the public meeting, and if required, the public hearing.
- 3.2 If a public hearing is required, perform the following tasks:
 - 3.2.1 Prepare the public hearing presentation, displays, handouts and comment forms.

- 3.2.2 Prepare a legal notice for the public hearing and publish it two (2) times within a local newspaper. Identify existing nearby property owners and mail them a copy of the public notice. Print and send copies of the environmental document to the LPA and a local library to make it available for public review.
- 3.2.3 Provide for attendance at the public hearing by five (5) individuals. Four (4) people will be available to answer questions and one (1) will assist with a sign in table.
- 3.2.4 Record and transcribe all public comments and develop responses to the comments.
- 3.2.5 Revise the CE text and appendices to include updated right-of-way information prior to re-submittal to INDOT for public hearing approval. After the public hearing, compile the public hearing certification documentation and submit to INDOT for approval. In addition, revise the CE to incorporate minor design changes (not requiring additional field work or resource agency coordination) as well as the public hearing documentation. Resubmit the revised CE document to INDOT for approval.

4.0 WATER RESOURCE/STORMWATER PERMITTING

The CONSULTANT shall prepare the IDEM Rule 5 Permit in accordance with current INDOT guidelines. The tasks to be performed shall include the following:

- 4.1 Rule 5 Erosion Control Plan – Complete the Storm Water Pollution Prevention Plan (SWPPP), incorporate into the overall design plans and the complete the NOI (Notice of Intent) for the project.

5.0 ROAD DESIGN AND PLANS

5.1 The CONSULTANT shall prepare plans, specifications, opinions of probable construction costs and other required submittal documentation for the project at each submittal stage, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted:

- Chapter 7 (Plan Preparation) of the “INDOT LPA Guidance Document for Local Federal-Aid Projects” (dated September 2017),
- INDOT’s Standard Specifications, Design Memoranda and Indiana Design Manual except as modified by supplemental specifications and special provisions, if any,
- INDOT Standard Drawings
- American Association of State Highway and Transportation Officials (AASHTO) “A Policy on Geometric Design of Highways and Streets”,
- AASHTO Roadside Design Guide, latest edition,
- Indiana Manual on Uniform Traffic Control Devices (IMUTCD).

5.2 Plan Submittals: The CONSULTANT shall, utilizing the preliminary Road Plans developed for the 17th Street and Kinser Pike/Madison Street intersection improvements under a separate contract, prepare necessary information and submit plans at each development stage in accordance with the “INDOT LPA Guidance Document for Local Federal-Aid Projects” and the Indiana Design Manual. Each submission shall be transmitted to INDOT via ERMS upload with a hard copy to the LPA. Hard copy

submissions shall include a CD containing the submittal documents in PDF format along with one 24" x 36" paper copy set of plans. Plan submittals shall be as follows:

- Preliminary Field Check Plans
- Stage 3 Plans
- Final Tracings

5.3 The Preliminary Field Check Plans shall define preliminary right-of-way limits and a preliminary opinion of probable construction cost.

5.4 The CONSULTANT shall attend a preliminary field check review with the LPA and affected utilities.

5.5 Prior to submitting Final Tracings, the CONSULTANT shall submit Final Plans for review to the LPA, including the City of Bloomington Utilities.

5.6 The Final Tracings submission shall include:

One hard copy set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets. Additionally, the following information shall be provided in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

- Final Tracing Plans
- Complete set of Special Provisions
- Opinion of probable construction cost
- All design computations, indexed, page numbered and bound

6.0 TRAFFIC SIGNAL DESIGN AND PLANS

The CONSULTANT shall utilize the preliminary Traffic Signal Plans developed for the 17th Street and Kinser Pike/Madison Street intersection improvements under a separate contract and provide additional traffic engineering design services necessary to finalize the design of a new traffic signal to replace the existing traffic signal at the intersection of 17th Street and Kinser Pike/Madison Street. Modifications to the existing traffic signal have been recommended to accommodate the proposed roadway and pedestrian facility improvements related to the implementation of a proposed multi-use path along the north side of 17th Street.

The CONSULTANT shall also provide traffic engineering design services necessary to modify the existing traffic signals at the intersections of 17th Street at North College Avenue and North Walnut Street. The proposed traffic signal related improvements at the North College Avenue and North Walnut Avenue intersections shall be limited to relocating the existing strain poles in the northeast and northwest quadrants to avoid a future multi-use path along the north side of 17th Street. Implementation of pedestrian push button devices at these two intersections shall not be included as a part of this project; however, the existing pedestrian signal heads would continue to provide indications for all intersection crossings via pedestrian recall mode within the existing signal controller. The services to be provided by CONSULTANT shall include the following:

6.1 Preliminary Design and Plans

6.1.1 Perform one (1) field site visit to ensure accuracy of existing topography survey base sheets and determine potential conflicts with proposed roadway improvements.

6.1.2 Perform the following additional preliminary design tasks related to the proposed traffic signal at the intersection of 17th Street and Kinser Pike/Madison Street:

- 6.1.2.1 Coordinate with local power company to determine preferred type and locations of power source and service point, as well as allowable locations for proposed traffic signal mast arms in relation to existing overhead utility lines.
- 6.1.2.2 The installation of all new traffic signal equipment at the intersection of 17th Street and Kinser Pike/Madison Street based on all unnecessary existing traffic signal equipment being removed. The traffic signal shall be designed to INDOT standards. The plans shall reflect and/or assume the following:
 - 6.1.2.2.1 The installation of new mast arm configuration, which matches the existing configuration.
 - 6.1.2.2.2 The proposed mast arms can be placed behind the existing mast arms, thereby allowing the existing signal to remain in operation during the installation of the proposed signal equipment, thereby eliminating the need for the preparation of construction staging or maintenance of traffic plans.
 - 6.1.2.2.3 The concrete foundations for proposed mast arms will be spread footings based on existing geotechnical information and will follow INDOT standard design criteria shown in standard drawing E 805-TSCS-18 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type C, for Arm of 35 ft. or Less”).
 - 6.1.2.2.4 The installation of new multi-use path along the north side of 17th Street.
 - 6.1.2.2.5 The use of video equipment for stop bar detection (i.e., no Sensys or loops).
 - 6.1.2.2.6 The implementation of advanced loops along 17th Street, Kinser Pike, or Madison Street will not be required by the LPA for this project.
 - 6.1.2.2.7 The use of wireless interconnect infrastructure, similar to what is in place today.
 - 6.1.2.2.8 The installation of a Battery Back-Up system, which would be attached to the side of the traffic signal controller cabinet.
 - 6.1.2.2.9 The installation of an Emergency Vehicle Pre-emption (EVP) system.
 - 6.1.2.2.10 The installation of PROWAG compliant Accessible Pedestrian (APS) units for each street crossing.
 - 6.1.2.2.11 The installation of new street name signs and pertinent regulatory signs to be attached to the new mast arms.
 - 6.1.2.2.12 The following miscellaneous design elements:
 - Flashing Yellow Arrow (FYA) signal heads to be used for protected/permissive left-turn phasing

- Backplates for all traffic signal heads
 - Countdown pedestrian signal heads
 - All signal mast arms, poles, and posts should be steel and powder coated black
- 6.1.3 Perform the following preliminary design tasks related to the proposed traffic signal at the intersections of 17th Street at North College Avenue and North Walnut Street:
- 6.1.3.1 Coordinate with local power company to determine if existing power sources and service points can be reused, assuming relocation of the existing strain poles in the northeast and northwest quadrants at both intersections. Input from power company shall also be sought for allowable locations for relocated strain poles in relation to existing overhead utility lines.
- 6.1.3.2 Design the relocation of existing strain poles in the northeast and northwest quadrants to accommodate the proposed multi-use path along the north side of 17th Street and based on on all unnecessary existing traffic signal equipment being removed. The traffic signal shall be designed to INDOT standards and the plans shall reflect and/or assume the following:
- 6.1.3.2.1 The relocation of existing strain poles in the northeast and northwest quadrants.
- 6.1.3.2.2 No other traffic signal related equipment (e.g., southeast and southwest strain poles, traffic signal cabinet, handholes, etc.) will be required.
- 6.1.3.2.3 The relocation of the existing strain poles will take place during non-peak traffic periods, thereby allowing stop-controlled operation to be implemented while the signal is shutdown during equipment relocation operations.
- 6.1.3.2.4 The concrete foundations for proposed mast arms will be spread footings based on existing geotechnical information and will follow INDOT standard design criteria shown in standard drawing E 805-TSCS-18 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type C, for Arm of 35 ft. or Less”) or E 805-TSCS-19 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type D, for Arm of Greater than 35 ft. to 65 ft.”).
- 6.1.3.2.5 The installation of new multi-use path along the north side of 17th Street.
- 6.1.3.2.6 The modification or replacement of the existing stop bar and advanced detection systems due to the proposed roadway and pedestrian facility improvements along 17th Street.

6.1.3.2.7 The relocation of existing traffic signal heads, pedestrian heads, EVP devices, wireless interconnect devices, and street name signs currently attached to the to-be-relocated existing strain poles.

6.1.3.2.8 Modifications to intersection curb ramps associated with the proposed roadway and pedestrian facility improvements along 17th Street.

6.1.3.3 Prepare and submit Preliminary Field Check Plans to the LPA and Utilities for review comments.

6.1.3.4 Revise the Preliminary Field Check Plans based upon review comments from the LPA and Utilities and submit Stage 3 Plans to the LPA.

6.1.3.5 Prepare a preliminary construction cost estimate based on the improvements as shown in the Stage 3.

6.1.3.6 Attend one (1) meeting with LPA to discuss review comments during either the Preliminary Field Check or Stage 3 Plan submittal.

6.2 Final Tracings

6.2.1 Revise the Stage 3 based upon review comments from the LPA and Utilities.

6.2.2 Prepare all necessary remaining traffic signal related plan and detail sheets for Final Tracings submittal.

6.2.3 Prepare a construction cost estimate based on the improvements shown in the Final Tracings.

6.2.4 Prepare project special provisions, unique special provisions, technical specifications, as well as all bid book related documentation pertaining to the proposed traffic signal work and include with Final Tracings in submittal.

6.2.5 Attend one (1) meeting with LPA to discuss review comments during the Final Tracing submittal process.

7.0 PROJECT MANAGEMENT/PROJECT WEBSITE UPDATE CONSULTANT shall:

7.1 Attend the project scoping meeting with INDOT and LPA, prepare and review the LPA quarterly reports, attend LPA quarterly review meetings with INDOT, prepare monthly project status reports, general project coordination with LPA and INDOT personnel and other project stakeholders and overall management of the design team.

7.2 Prepare a graphic depiction of the project and project description and place on the LPA project website.

8.0 UTILITY COORDINATION

The CONSULTANT shall perform Utility Coordination as required in Chapter 104 of the Indiana Design Manual. Specific tasks within this scope for utility coordination include the following: research of existing facilities, initial notice letters, verification of existing facilities, attend preliminary field check, conflict review, work plan development, prepare reimbursable agreements, and tracing documents (special provisions, utility certification, and approved work plans).

9.0 SUBSURFACE UTILITY ENGINEERING

The CONSULTANT shall perform, or cause to have performed, Quality Level “A” Subsurface Utility Engineering utilizing vacuum excavation to locate the horizontal position of buried utilities at up to fifteen (15) locations within the project limits on the north side of existing 17th Street. Potholes created during excavation shall be filled with dry native spoils. Any holes in paved areas shall be capped with asphalt cold patch.

10.0 GEOTECHNICAL ENGINEERING INVESTIGATION

The CONSULTANT shall perform or cause to have performed a geotechnical investigation of the existing subsurface conditions to develop recommendations necessary for the design and construction of the soil and/or rock supported elements. The investigation shall be performed in general conformance to the Indiana Department of Transportation Geotechnical Services Division guidelines for geotechnical investigations and shall more specifically include the following:

- 10.1 Drill up to seventeen (17) test borings. Up to fourteen (14) of the borings shall include coring bedrock to be able to extend the borings to a minimum depth of 20 feet below the ground surface.
- 10.2 Obtain split-barrel samples (ASTM D-1586) at 2.5 foot intervals in the overburden soils and the bedrock below the auger refusal depths shall be cored using dual barrel N-series rock coring method to extend the borings to a depth of 20 feet below the existing ground surface.
- 10.3 Observe ground water level made during drilling operations and immediately after withdrawal of the augers from the borings.
- 10.4 Perform three (3) soundings along the project length to a depth of ten (10) feet and collect 24-hour water level readings.
- 10.5 Backfill borings with auger cuttings and plug the upper one (1) foot of the boreholes in pavement areas with concrete.
- 10.6 Perform laboratory tests required to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils shall be estimated based on classification results.
- 10.7 Prepare a report containing recommendations to guide the design and construction of the proposed traffic signal foundations, the pavement foundations and the earth related elements of the pavement.

11.0 RIGHT-OF-WAY ENGINEERING

CONSULTANT shall provide right-of-way engineering services for up to fifty-five (55) parcels. The services to be provided shall include:

- 11.1 Title Research – Complete a title search covering an interval of time including one (1) valid transfer of fee title beyond a twenty-year period from the date of search that includes all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.
- 11.2 Right-of-Way Engineering – Prepare a legal description, right-of-way parcel plat and other materials for up to fifty-five (55) parcels to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).
- 11.3 Right-of-Way Staking – Set stakes at right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to

delineate the location of the proposed permanent and temporary right-of-way lines for the benefit of the property owner, the appraiser, and the buying agent.

11.4 Appraisal Problem Analysis (APA) – Complete an Appraisal Problem Analysis Report which shall include performing the following:

11.4.1 An examination of the right-of-way plans to determine the extent of the acquisition.

11.4.2 An on-site inspection of each parcel requiring right-of-way acquisition.

11.4.3 A determination of the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March 2, 1989).

11.4.4 Completing an Appraisal Problem Analysis form for each parcel to be acquired.

12.0 CONSTRUCTION PHASE OFFICE SERVICES

The CONSULTANT shall provide construction phase office services including the following:

12.1 Review and respond to Contractor questions submitted during bidding.

12.2 Attend one (1) Pre-construction Conference with the responsible agent(s) of the LPA and the Contractor.

12.3 Review shop drawings.

12.4 Make his/her services available to the LPA during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

13.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Contract include, but are not limited to, the following:

13.1 Rule 5 Inspections during construction or completion of the Notice of Termination.

13.2 Phase I Site Assessment or Phase II Limited Site Investigation

13.3 Preparation of an Environmental Remediation Plan

13.4 Preparation of an “Appendix D: Bridge/Structure Assessment Form”

13.5 Development of a formal Karst Report or coordination through the INDOT Ecology and Waterway Permitting Office (EWPO)

13.6 Development of a full Historic Properties Report

13.7 Completion of the Section 106 process if a “No Adverse Effect” or “Adverse Effect” finding is determined.

13.8 Preparation of a Level 4 Categorical Exclusion Document

13.9 Design of advanced loops with the signal improvements at the Kinser Pike/Madison Street intersections

13.10 Preparation of Maintenance of Traffic Plans associated with the traffic signal improvements.

13.11 Field testing of wireless connectivity associated with the traffic signal improvements

13.12 Design of corridor or intersection street lighting

13.13 Restitution for landscape damage associated with the geotechnical investigation.

13.14 Remediation of hazardous materials found in the soil.

13.15 Additional reporting and curation if more than one (1) archaeological site is found.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

- 1.0 LPA shall designate an Employee in Responsible Charge (ERC) who has completed the requisite training as described in the INDOT LPA Process Guidance Document to coordinate activities between CONSULTANT and LPA.
- 2.0 Assistance to the CONSULTANT by placing at its disposal all available information pertinent to the project, including but not limited to the following:
 - 2.1 Available historic and current traffic data.
 - 2.2 Existing ambient air quality data available from the State and Local Air Pollution Control Agency.
 - 2.3 Existing water quality data, if available and required.
 - 2.4 Ambient noise measurements and computer noise analyses, if available and required.
 - 2.5 If required, aerial photographs and/or planimetric mapping of the watershed area in which the project lies and which can be used for any required drainage analysis.
 - 2.6 Utility plans provided by the LPA covering utility facilities and the location of facilities throughout the project area.
 - 2.7 Assistance in obtaining property owner information, deeds, plans of adjacent developments and/or roadway facilities, section corner information and any other pertinent information necessary to perform work under this Contract.
 - 2.8 Project Funding Sources
- 3.0 Local criteria for design and details for signs, signals, highway and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- 4.0 Local specifications and standard drawings applicable to the project, including proprietary material request documentation for similar prior projects.
- 5.0 All written views pertinent to the location and environmental studies that are received by the LPA.
- 6.0 Relocation, land acquisition and document recording fees
- 7.0 Traffic Assignments, if required
- 8.0 A determination if the existing wireless interconnect infrastructure (e.g., yagi antennas, serial modem or Ethernet module, etc.) are to be relocated to the new mast arms, or if all new equipment should be implemented.
- 9.0 A determination as to whether a specific Emergency Vehicle Pre-emption (EVP) system manufacturer should be specified and the type of devices (e.g., infrared or GPS detectors).
- 10.0 A determination as to the preferred stop bar and/or advanced detection methods to be specified (e.g., video, Sensys, or loops).
- 11.0 Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform the services under this Contract.

APPENDIX “C”

SCHEDULE

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

All design services by the CONSULTANT under this Contract shall be completed and delivered to INDOT and the LPA at least 30 calendar days prior to the Ready for Contracts (RFC) date for the project. The anticipated Ready for Contracts Date for the project shall be August 4, 2021.

For purposes of contract control, the work will be submitted by the CONSULTANT to INDOT and the LPA for review and approval within the following approximate time periods.

- 1.0 Topographic Survey Data Collection completed within 90 calendar days after receipt of notice to proceed.
- 2.0 Environmental Documentation completed within 360 calendar days after sufficient Road Design is completed.
- 3.0 Road, Sewer and Lighting Design
 - 3.1 Conduct Field Check within 120 calendar days after completion of topographic survey data collection.
 - 3.2 Stage 3 Submission at least 75 calendar days prior to RFC date.
 - 3.3 Final Tracings with an Opinion of Probable Construction Costs and Special Provisions at least 30 calendar days prior to the RFC date.

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APPENDIX “D”

COMPENSATION

1.0 AMOUNT OF PAYMENT

1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Six Hundred Thirty-Six Thousand One Hundred Fifteen Dollars (\$636,115.00), unless an amendment to this Contract is approved in writing by the LPA.

1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, of Appendix “A” on a lump sum basis in accordance with the following schedule:

| | | |
|---------|---|--------------|
| 1.2.1 | Topographic Survey Data Collection..... | \$39,700.00 |
| 1.2.2 | Environmental Document | \$49,300.00 |
| 1.2.3 | Public Involvement | |
| 1.2.3.1 | Public and Property Owners Meetings..... | \$12,000.00 |
| 1.2.3.2 | Public Hearing (if required) | \$3,500.00 |
| 1.2.4 | Water Resource/Stormwater Permitting | \$7,100.00 |
| 1.2.5 | Road Design and Plans | \$230,800.00 |
| 1.2.6 | Traffic Signal Design and Plans | \$18,700.00 |
| 1.2.7 | Project Management/Project Website Update | \$14,700.00 |
| 1.2.8 | Utility Coordination..... | \$20,000.00 |

1.3 The CONSULTANT shall receive payment for Subsurface Utility Engineering services performed under Item 9.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth below. The total payment for these services shall not exceed \$16,295.00, unless approved by the LPA.

| | | |
|-------|--|----------------|
| 1.3.1 | SUE Locating/Test Holes (unit)-A | \$600.00/hole |
| 1.3.2 | SUE Maint of Traff 4 (unit)..... | \$1,400.00/day |
| 1.3.3 | SUE Mobilization (Traffic Maint)..... | \$115.00/day |
| 1.3.4 | SUE Mobilization (Vac)..... | \$200.00/day |
| 1.3.5 | SUE Per Diem..... | \$150.00/day |

1.4 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item 10.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth in Exhibit “1”, attached to this Contract and made an integral part hereof. The total payment for these services shall not exceed \$37,050.00, unless approved by the LPA.

1.5 The CONSULTANT shall receive as payment for the Right-of-Way Engineering Services performed under Item 11.0 of Appendix “A” of this Contract based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Subtotal</u> |
|-------|--------------------------------|-----------------------|---------------------|
| 1.5.1 | Title Search | 55 Each @ \$2,300.00 | \$126,500.00 |
| 1.5.2 | Right-of-Way Engineering | 55 Parcels @ \$350.00 | \$19,250.00 |
| 1.5.3 | Right-of-Way Staking | 55 Each @ \$400.00 | \$22,000.00 |
| 1.5.4 | Appraisal Problem Analysis | 55 Parcels @ \$240.00 | \$13,200.00 |
| 1.5.5 | Combined or Eliminated Parcels | 0 Parcels @ \$500.00 | \$0.00 |
| | | Total | \$180,950.00 |

1.6 The CONSULTANT shall receive payment for Revising Parcel Plats and Descriptions and Re-Staking services performed pursuant to the following:

- 1.6.1 Revision - \$200.00/Each
Estimated two (2) Revisions @ \$200.00/Each \$400.00
- 1.6.2 Re-Staked Parcels - \$310/Parcel
Estimated two (2) Re-Staked Parcel @ \$310.00/Parcel \$620.00

1.7 The LPA, for and in consideration of the rendering of the services provided in Section 12.0 Construction Phase Office Services of Appendix “A” of this Contract, agrees to pay the CONSULTANT on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on the Contract. The total amount to be paid to CONSULTANT shall be the sum of the total direct salary and wages of each employee, plus the amount of the CONSULTANT’s overhead cost which shall be computed by multiplying the sum of the direct salary and wages by the CONSULTANT’s INDOT approved provisional overhead rate at the time the services were provided, plus 9.5% profit. The total compensation to be paid to the CONSULTANT shall not exceed \$5,000.00, unless approved by the LPA.

2.0 METHOD OF PAYMENT

2.1 The CONSULTANT may submit a maximum of one (1) invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Item 1.2 of this Appendix, percentage completed and prior payments.

2.2 The LPA, for and in consideration of the rendering of the services provided for in Item 1.0 through Item 12.0 of Appendix “A”, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner.

2.2.1 For completed work and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

2.3 In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, (changes in work) of the General Provisions, set out in this Contract.

2.4 It is anticipated that all services set forth in Appendix “A”, excluding Construction Phase Office Services, shall be completed prior to May 2023. If for any reason the project progresses past this timeline, the CONSULTANT may be due an increase in fee due to inflationary costs for any unfinished services. Any fee increase shall be negotiated between the LPA and the CONSULTANT.

Geotechnical Engineering Services
City of Bloomington Multimodal Improvements
17th Street from Monroe Street to Grant Street
Monroe County
INDOT Des. 1900402

ATC Group Services
2018 Fee Schedule
INDOT Appendix D

| | <u>Estimated Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Unit Total</u> |
|---|-------------------------------|-------------|-------------------|-------------------|
| <u>GEOTECHNICAL FIELD</u> | | | | |
| 1. Mobilization and Field Coordination | | | | |
| a. SPT Rig | 1 | ea | \$270.00 | \$270.00 |
| b. CPT | | ea | \$450.00 | \$0.00 |
| c. Field and utility coordination | 1 | LS | \$400.00 | \$400.00 |
| d. Field coordination with property owners | | | | |
| i. 1 - 10 | | LS | \$320.00 | \$0.00 |
| ii. 11 - 25 | 1 | LS | \$510.00 | \$510.00 |
| iii. Over 25 | | LS | \$710.00 | \$0.00 |
| e. Mileage | 140 | mi | \$3.50 | \$490.00 |
| 2. Truck mounted borings with split-spoon sampling | | | | |
| a. Standard | 170 | ft | \$19.00 | \$3,990.00 |
| b. Night time | | ft | \$22.42 | \$0.00 |
| 3. Truck mounted borings with drilling fluid | | | | |
| a. Standard | | ft | \$19.00 | \$0.00 |
| b. Night time | | ft | \$22.42 | \$0.00 |
| 4. Truck mounted core drilling | | | | |
| a. Standard | 210 | ft | \$39.00 | \$8,190.00 |
| b. Night time | | ft | \$46.00 | \$0.00 |
| 5. Truck mounted borings | | | | |
| a. Truck mounted borings through bedrock or boulders or concrete pavement | | | | |
| i. Standard | | ft | \$39.00 | \$0.00 |
| ii. Night time | | ft | \$46.02 | \$0.00 |
| b. Bridge deck coring and restoration | | | | |
| i. Standard | | ea | \$350.00 | \$0.00 |
| ii. Night time | | ea | \$413.00 | \$0.00 |
| 6. Cone penetrometer testing | | | | |
| a. Set up | | | | |
| i. Standard | | ea | \$80.00 | \$0.00 |
| ii. Night time | | ea | \$94.40 | \$0.00 |
| b. Subsurface profiling | | | | |
| i. Standard | | ft | \$12.25 | \$0.00 |
| ii. Night time | | ft | \$14.46 | \$0.00 |
| c. Profiling with pore pressure measurement | | | | |
| i. Piezometric Saturation | | | | |
| a. Standard | | ea | \$93.00 | \$0.00 |
| b. Night time | | ea | \$109.74 | \$0.00 |
| ii. Penetration | | | | |
| a. Standard | | ft | \$14.50 | \$0.00 |
| b. Night time | | ft | \$17.11 | \$0.00 |
| iii. Pore water dissipation test | | | | |
| a. Standard | | hr | \$190.00 | \$0.00 |

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|---|-------------------------------|-------------|-------------------|-------------------|
| b. Night time | | hr | \$224.20 | \$0.00 |
| iv. Hydraulic conductivity and consolidation | | | | |
| a. Standard | | ea | \$75.00 | \$0.00 |
| b. Night time | | ea | \$88.50 | \$0.00 |
| d. Profiling with Shear wave Velocity Measurement | | | | |
| i. Standard | | ft | \$15.75 | \$0.00 |
| ii. Night time | | ft | \$18.59 | \$0.00 |
| e. Sample | | | | |
| i. Standard | | ea | \$24.00 | \$0.00 |
| ii. Night time | | ea | \$28.32 | \$0.00 |
| 7. Hand or truck soundings | | | | |
| a. Standard | 30 | ft | \$12.50 | \$375.00 |
| b. Night time | | ft | \$14.75 | \$0.00 |
| 8. Hand auger drilling | | | | |
| a. Standard | | ft | \$13.00 | \$0.00 |
| b. Night time | | ft | \$15.34 | \$0.00 |
| 9. Skid mounted borings with split-spoon sampling | | | | |
| a. Standard | | ft | \$30.00 | \$0.00 |
| b. Night time | | ft | \$35.40 | \$0.00 |
| 10. Skid mounted borings using drilling fluid | | | | |
| a. Standard | | ft | \$30.00 | \$0.00 |
| b. Night time | | ft | \$35.40 | \$0.00 |
| 11. Skid mounted core drilling | | | | |
| a. Standard | | ft | \$43.00 | \$0.00 |
| b. Night time | | ft | \$50.74 | \$0.00 |
| 12. Skid mounted boring through bedrock or boulders | | | | |
| a. Standard | | ft | \$45.00 | \$0.00 |
| b. Night time | | ft | \$53.10 | \$0.00 |
| 13. Skid mounted soundings | | | | |
| a. Standard | | ft | \$17.50 | \$0.00 |
| b. Night time | | ft | \$20.65 | \$0.00 |
| 14. Skid Mounted Cone Penetrometer Testing (CPT) | | | | |
| a. Set up | | | | |
| i. Standard | | ea | \$115.00 | \$0.00 |
| ii. Night time | | ea | \$135.70 | \$0.00 |
| b. Subsurface profiling | | | | |
| i. Standard | | ft | \$17.75 | \$0.00 |
| ii. Night time | | ft | \$20.95 | \$0.00 |
| c. Profiling with pore pressure measurement | | | | |
| i. Piezometric Saturation | | | | |
| a. Standard | | ea | \$110.00 | \$0.00 |
| b. Night time | | ea | \$129.80 | \$0.00 |
| ii. Penetration | | | | |

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|---|-------------------------------|-------------|-------------------|-------------------|
| a. Standard | | ft | \$20.50 | \$0.00 |
| b. Night time | | ft | \$24.19 | \$0.00 |
| iii. Pore Water Dissipation Test | | | | |
| a. Standard | | hr | \$220.00 | \$0.00 |
| b. Night time | | hr | \$259.60 | \$0.00 |
| iv. Hydraulic Conductivity and Consolidation | | | | |
| a. Standard | | ea | \$85.00 | \$0.00 |
| b. Night time | | ea | \$100.30 | \$0.00 |
| d. Profiling with Shear wave Velocity Measurement | | | | |
| i. Standard | | ft | \$25.00 | \$0.00 |
| ii. Night time | | ft | \$29.50 | \$0.00 |
| e. Sample | | | | |
| i. Standard | | ea | \$32.00 | \$0.00 |
| ii. Night time | | ea | \$37.76 | \$0.00 |
| 15. Furnishing of a boat | | Actual Cost | 1.0 | \$0.00 |
| 16. Barge set-up expenses | | | | |
| a. Navigable water | | | | |
| i. Barge set-up | | ea | \$6,000.00 | \$0.00 |
| ii. Rental of support equipment and/or boat | | Actual Cost | 1.0 | \$0.00 |
| iii. Drill rig down time | | hr | \$150.00 | \$0.00 |
| b. Non-navigable water barge set-up | | ea | \$5,000.00 | \$0.00 |
| 17. Additional disassembly and reassembly | | | | |
| a. Navigable water | | ea | \$2,100.00 | \$0.00 |
| b. Non-navigable water | | ea | \$1,900.00 | \$0.00 |
| 18. Barge mounted borings with split spoon sampling | | ft | \$33.00 | \$0.00 |
| 19. Barge mounted core drilling | | ft | \$45.00 | \$0.00 |
| 20. Barge mounted boring through bedrock or boulders | | ft | \$45.00 | \$0.00 |
| 21. Barge mounted soundings | | ft | \$20.00 | \$0.00 |
| 22. Casing through water | | ft | \$8.50 | \$0.00 |
| 23. Uncased sounding through water | | ft | \$5.50 | \$0.00 |
| 24. Set up for borings and machine soundings | | | | |
| a. Borings and machine soundings less than 20 ft deep | 9 | ea | \$70.00 | \$630.00 |
| b. Rock core borings | | ea | \$120.00 | \$0.00 |
| 25. Additional 2-in. split spoon sampling | 27 | ea | \$21.00 | \$567.00 |
| 26. 3-in. split spoon samples | | ea | \$23.00 | \$0.00 |
| 27. 3-in. Shelby tube samples | 1 | ea | \$63.00 | \$63.00 |
| 28. Bag samples | | | | |
| a. 25-lb sample | 1 | ea | \$51.00 | \$51.00 |
| b. 5-lb sample | 3 | ea | \$33.00 | \$99.00 |
| 29. Field vane shear test | | | | |
| a. Standard | | ea | \$115.00 | \$0.00 |
| b. Night time | | ea | \$135.70 | \$0.00 |
| 30. 4½-in. cased hole | | ft | \$12.50 | \$0.00 |

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|--------------------------------------|---|-------------------------------|-------------|-------------------|--------------------|
| 31. | Installation of Geotechnical Instruments | | | | |
| | a. Inclinator casing installation | | | | |
| | i. Standard | | ft | \$15.00 | \$0.00 |
| | ii. Night time | | ft | \$17.70 | \$0.00 |
| | b. Piezometer installation up to 25 ft below surface | | ea | \$270.00 | \$0.00 |
| | c. Piezometer installation deeper than 25 ft below surface | | ea | \$300.00 | \$0.00 |
| | d. Metal protective outer cover for inclinometer and piezometer casings | | ea | \$125.00 | \$0.00 |
| 32. | Geotechnical Engineer | 15 | hr | \$120.00 | \$1,800.00 |
| 33. | Railroad expenses | | Actual Cost | 1.0 | \$0.00 |
| 34. | Twenty-four hour water levels | | | | |
| | a. Field measurements per borehole | | | | |
| | i. Standard | 3 | ea | \$38.00 | \$114.00 |
| | ii. Night time | | ea | \$44.84 | \$0.00 |
| | b. PVC slotted pipe | 30 | ft | \$6.00 | \$180.00 |
| 35. | Special borehole backfilling | | | | |
| | a. 0 to 30 ft | | | | |
| | i. SPT | | | | |
| | a. Standard | 9 | ea | \$110.00 | \$990.00 |
| | b. Night time | | ea | \$129.80 | \$0.00 |
| | ii. CPT | | | | |
| | a. Standard | | ea | \$46.00 | \$0.00 |
| | b. Night time | | ea | \$54.28 | \$0.00 |
| | b. More than 30 ft | | | | |
| | i. SPT | | | | |
| | a. Standard | 0 | ft | \$6.50 | \$0.00 |
| | b. Night time | | ft | \$7.67 | \$0.00 |
| | ii. CPT | | | | |
| | a. Standard | | ft | \$1.90 | \$0.00 |
| | b. Night time | | ft | \$2.24 | \$0.00 |
| | c. Pavement restoration | | | | |
| | i. Standard | 9 | ea | \$60.00 | \$540.00 |
| | ii. Night time | | ea | \$70.80 | \$0.00 |
| 36. | Dozer rental | | Actual Cost | 1.0 | \$0.00 |
| 37. | Traffic control | | | | |
| | a. Flag crew | 0 | day | \$750.00 | \$0.00 |
| | b. Equipment Rental and professional traffic control services | \$5,250.00 | Actual Cost | 1.0 | \$5,250.00 |
| | c. Flag crew with equipment | 0 | day | \$850.00 | \$0.00 |
| | d. Traffic Control Coordination with Subcontractor | 1 | LS | \$600.00 | \$600.00 |
| 38. | Centerline surveying | | Actual Cost | 1.0 | \$0.00 |
| Subtotal (Geotechnical Field) | | | | | \$25,109.00 |

Geotechnical Engineering Services
City of Bloomington Multimodal Improvements
17th Street from Monroe Street to Grant Street
Monroe County
INDOT Des. 1900402

ATC Group Services
2018 Fee Schedule
INDOT Appendix D

| | <u>Estimated Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Unit Total</u> |
|--|-------------------------------|-------------|-------------------|-------------------|
| <u>GEOTECHNICAL LABORATORY</u> | | | | |
| 39. Sieve analysis for soils | 13 | ea | \$49.00 | \$637.00 |
| 40. Hydrometer analysis | 13 | ea | \$58.00 | \$754.00 |
| 41. Sieve analysis for Aggregates | | | | |
| a. Analysis by Washing (AASHTO T-11) | | ea | \$77.00 | \$0.00 |
| b. Analysis by Using (AASHTO T-27) | | ea | \$135.00 | \$0.00 |
| 42. Liquid limit | 13 | ea | \$39.00 | \$507.00 |
| 43. Plastic limit & plasticity index | 13 | ea | \$28.00 | \$364.00 |
| 44. Liquid Limit Ratio | | ea | \$75.00 | \$0.00 |
| 45. pH test | 13 | ea | \$15.50 | \$201.50 |
| 46. Loss on Ignition Test | | | | |
| a. Loss on Ignition Test (Conventional) | 3 | ea | \$24.00 | \$72.00 |
| b. Loss on Ignition Test (Sequential) | | ea | \$52.00 | \$0.00 |
| c. Organic content based on Colorimeter | | ea | \$24.00 | \$0.00 |
| 47. Topsoil Tests | | | | |
| a. Phosphorus tests | 3 | ea | \$21.00 | \$63.00 |
| b. Potassium tests | 3 | ea | \$21.00 | \$63.00 |
| 48. Moisture Content Test | | | | |
| a. Moisture Content Test (Conventional) | 76 | ea | \$6.75 | \$513.00 |
| b. Moisture Content Test (Microwave) | | ea | \$8.20 | \$0.00 |
| 49. Expansion Index of Soils | | ea | \$235.00 | \$0.00 |
| 50. Specific Gravity Test | | ea | \$36.00 | \$0.00 |
| 51. Unit weight determination | 3 | ea | \$17.50 | \$52.50 |
| 52. Hydraulic Conductivity Test | | | | \$0.00 |
| a. Constant Head | | ea | \$235.00 | \$0.00 |
| b. Falling Head | | ea | \$285.00 | \$0.00 |
| 53. Unconfined Compression Test on soils & Rocks | | | | |
| a. Unconfined Compression Test (Soils) | 3 | ea | \$45.00 | \$135.00 |
| b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit) | | ea | \$115.00 | \$0.00 |
| c. Point Load Strength Index of Rock | | ea | \$43.00 | \$0.00 |
| 54. Compressive Strength and Elastic Moduli of Intact Rock | | | | \$0.00 |
| a. Compressive Strength of Intact Rock | | ea | \$110.00 | \$0.00 |
| b. Elastic Moduli of Intact Rock | | ea | \$430.00 | \$0.00 |
| 55. Consolidation Test | | ea | \$450.00 | \$0.00 |
| 56. Triaxial test | | | | \$0.00 |
| a. Unconsolidated - Undrained (UU) | | ea | \$350.00 | \$0.00 |
| b. Consolidated - Undrained (CU) | | ea | \$520.00 | \$0.00 |
| c. Consolidated - Drained (CD) | | ea | \$725.00 | \$0.00 |
| d. Pore Pressure measurement with a. or b. and use of back pressure for saturation | | ea | \$250.00 | \$0.00 |
| 57. Direct Shear Test | | ea | \$530.00 | \$0.00 |

Geotechnical Engineering Services
City of Bloomington Multimodal Improvements
17th Street from Monroe Street to Grant Street
Monroe County
INDOT Des. 1900402

ATC Group Services
2018 Fee Schedule
INDOT Appendix D

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|--|--|-------------------------------|-------------|---|-------------------|
| 58 | Moisture-Density Relationship Test | | | | |
| | a. Standard Proctor | 1 | ea | \$140.00 | \$140.00 |
| | b. Modified Proctor | | ea | \$155.00 | \$0.00 |
| 59 | Soil Support Testing | | | | |
| | a. California Bearing Ratio Test | | ea | \$525.00 | \$0.00 |
| | b. Resilient Modulus on remolded soil sample | | ea | \$620.00 | \$0.00 |
| | c. Resilient modulus on Shelby tube sample | | ea | \$400.00 | \$0.00 |
| 60 | Collapse Potential Evaluation Test | | | | |
| | a. Silty Soil (Loess) | | ea | \$380.00 | \$0.00 |
| | b. Cohesive or Expansive Soils | | ea | \$450.00 | \$0.00 |
| 61 | Water Soluble Sulfate Test | 10 | ea | \$105.00 | \$1,050.00 |
| 62 | Water Soluble Chloride Test | | ea | \$105.00 | \$0.00 |
| 63 | Soil Resistivity Test | | ea | \$135.00 | \$0.00 |
| 64 | Shale Durability Tests | | | | |
| | a. Slake Durability Index Test | | ea | \$125.00 | \$0.00 |
| | b. Jar Slake Test | | ea | \$13.25 | \$0.00 |
| | | | | Subtotal (Geotechnical Laboratory) | \$4,552.00 |
| <u>GEOTECHNICAL ENGINEERING</u> | | | | | |
| 65 | Geotechnical report | | | | \$0.00 |
| | a. Without soil subgrade investigation | | | | \$0.00 |
| | i. First mile | 0 | LS | \$1,800.00 | \$0.00 |
| | ii. Each additional mile | | mi | \$750.00 | \$0.00 |
| | b. With soil subgrade investigation | | | | \$0.00 |
| | i. First mile | 1 | LS | \$2,000.00 | \$2,000.00 |
| | ii. Each additional mile | | mi | \$850.00 | \$0.00 |
| | c. Soil subgrade investigation (only) | | | | \$0.00 |
| | i. First mile | | LS | \$650.00 | \$0.00 |
| | ii. Each additional mile | | mi | \$400.00 | \$0.00 |
| | d. Soil profile Drawing | | | | |
| | I. First mile | | LS | \$1,265.00 | \$0.00 |
| | II. Each additional mile | | mi | \$600.00 | \$0.00 |
| 66 | a. Geotechnical Data Report for Design Build Projects | | | | |
| | i. First mile | | LS | \$900.00 | \$0.00 |
| | ii. Each additional mile | | mi | \$400.00 | \$0.00 |
| | b. Technical Memo | | | | |
| | i. First mile | | LS | \$600.00 | \$0.00 |
| | ii. Each additional mile | | mi | \$300.00 | \$0.00 |
| 67 | Settlement analysis and recommendations for embankment | | | | \$0.00 |
| | a. Proposed embankment | | ea | \$510.00 | \$0.00 |
| | b. Proposed and existing embankment | | ea | \$570.00 | \$0.00 |
| 68 | Ground modification design | | ea | \$1,500.00 | \$0.00 |
| 69 | Slope stability analysis | | | | \$0.00 |
| | a. C, ϕ or C & ϕ analysis | | ea | \$800.00 | \$0.00 |
| | b. Corrective measures | | ea | \$800.00 | \$0.00 |

Geotechnical Engineering Services
City of Bloomington Multimodal Improvements
17th Street from Monroe Street to Grant Street
Monroe County
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ATC Group Services
2018 Fee Schedule
INDOT Appendix D

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|--|---|-------------------------------|-------------|-------------------|-------------------|
| | c. Stage construction corrective method | | ea | \$1,400.00 | \$0.00 |
| 70 | Bridge foundation analysis and recommendations | | | | \$0.00 |
| | a. Shallow foundation | | ea | \$500.00 | \$0.00 |
| | b. Deep foundation | | | | \$0.00 |
| | i. Deep foundation analyses | | ea | \$875.00 | \$0.00 |
| | ii. Wave equation analyses | | ea | \$335.00 | \$0.00 |
| | iii. Liquefaction analysis | | ea | \$270.00 | \$0.00 |
| | iv. Group - 3D analysis | | ea | \$430.00 | \$0.00 |
| | c. Settlement analysis for bridge pier foundation | | | | \$0.00 |
| | i. Bridge pier | | ea | \$400.00 | \$0.00 |
| | ii. Embankment plus pier | | ea | \$440.00 | \$0.00 |
| | iii. Embankment plus pier plus all other loads | | ea | \$510.00 | \$0.00 |
| | d. Foundation on bedrock | | ea | \$380.00 | \$0.00 |
| 71 | Retaining structure analysis recommendations | | | | \$0.00 |
| | a. Conventional retaining structures and other types such as MSE Walls and Bin walls | | | | \$0.00 |
| | i. Shallow foundation | 3 | ea | \$880.00 | \$2,640.00 |
| | ii. Deep foundation | | ea | \$1,160.00 | \$0.00 |
| | iii. Settlement analysis for retaining wall foundation | 3 | ea | \$380.00 | \$1,140.00 |
| | b. Pile retaining structure analysis and recommendations | | | | \$0.00 |
| | i. Free standing structure | | ea | \$1,050.00 | \$0.00 |
| | ii. Retaining structure with tie-back system | | ea | \$1,500.00 | \$0.00 |
| | c. Drilled-in-pier retaining structure analysis | | | | \$0.00 |
| | i. Free standing structure | | ea | \$1,050.00 | \$0.00 |
| | ii. Retaining structure with tie-back system | | ea | \$1,500.00 | \$0.00 |
| | d. Soil nailing wall analysis | | ea | \$1,000.00 | \$0.00 |
| 72 | Seepage analysis | | ea | \$1,450.00 | \$0.00 |
| 73 | Deep dynamic compaction analysis | | ea | \$1,450.00 | \$0.00 |
| | Subtotal (Geotechnical Engineering) | | | | \$5,780.00 |
| <u>CONSTRUCTION INSPECTION AND MONITORING</u> | | | | | |
| 74 | Pressuremeter Testing services | | day | \$1,650.00 | \$0.00 |
| 75 | Mobilization of testing equipment | | LS | \$165.00 | \$0.00 |
| 76 | a. Monitoring geotechnical instrumentation | | hr | \$80.00 | \$0.00 |
| | b. Field Inspector | | hr | \$80.00 | \$0.00 |
| 77 | Integrity testing | | Actual Cost | 1.0 | \$0.00 |
| 78 | Field Compaction Testing | | | | \$0.00 |
| | a. Dynamic Cone Penetration Test (DCPT) | | hr | \$80.00 | \$0.00 |
| | b. Light Weight Deflectometer Test (LWD) | | hr | \$80.00 | \$0.00 |
| 79 | Dynamic pile analysis | | ea | \$1,050.00 | \$0.00 |
| 80 | Static load test | | ea | \$1,050.00 | \$0.00 |
| 81 | Dynamic pile load test | | Actual Cost | 1.0 | \$0.00 |
| 82 | CAPWAP-C analysis | | ea | \$550.00 | \$0.00 |
| 83 | Final construction inspection report | | ea | \$1,000.00 | \$0.00 |

Geotechnical Engineering Services
City of Bloomington Multimodal Improvements
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Monroe County
INDOT Des. 1900402

ATC Group Services
2018 Fee Schedule
INDOT Appendix D

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|--|---|-------------|--|-------------------|-------------------|
| | | | Subtotal (Construction Inspection and Monitoring) | \$0.00 | |
| <u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u> | | | | | |
| 84 | a. Surface test/Pier or foundation | | Actual Cost | 1.0 | \$0.00 |
| | b. Borehole test/Pier or foundation | | Actual Cost | 1.0 | \$0.00 |
| <u>GEOPHYSICAL INVESTIGATION</u> | | | | | |
| 85 | Geophysical Investigations | | Actual Cost | 1.0 | \$0.00 |
| <u>GEOTECHNICAL PROJECT MANAGEMENT</u> | | | | | |
| 86 | Project Management | | | | |
| | a. Project Coordination | | mi | \$1,650.00 | \$0.00 |
| | b. Project Website | | LS | \$3,500.00 | \$0.00 |
| 87 | Geotechnical Review | | | | \$0.00 |
| | a. Structure Report | | ea | \$350.00 | \$0.00 |
| | b. Roadway Report | | mi | \$290.00 | \$0.00 |
| <u>PAVEMENT INVESTIGATION</u> | | | | | |
| 1. | Mobilization of coring equipment | | LS | \$210.00 | \$0.00 |
| 2. | Mobilization mileage for coring equipment | | mi | \$1.90 | \$0.00 |
| 3. | Pavement core (partial depth) | | ea | \$130.00 | \$0.00 |
| 4. | Pavement core (full depth) | | | | \$0.00 |
| | a. Standard | 5 | ea | \$200.00 | \$1,000.00 |
| | b. Night time | | ea | \$230.00 | \$0.00 |
| 5. | Sub-base sample | 5 | ea | \$62.00 | \$310.00 |
| 6. | Cement concrete pavement core density determination | | ea | \$34.00 | \$0.00 |
| 7. | Cement concrete core compressive strength test | | ea | \$33.00 | \$0.00 |
| 8. | Bituminous extraction test | | ea | \$86.00 | \$0.00 |
| 9. | Sieve analysis of extracted aggregate test | | ea | \$58.00 | \$0.00 |
| 10. | Recovery of asphalt from solution by Abson method | | ea | \$360.00 | \$0.00 |
| 11. | Theoretical maximum specific gravity test | | ea | \$72.00 | \$0.00 |
| 12. | Bulk specific gravity test | | ea | \$32.00 | \$0.00 |
| 13. | Air voids calculation | | ea | \$29.00 | \$0.00 |
| 14. | Core report for partial depth core | | ea | \$50.00 | \$0.00 |
| 15. | Core report for full depth core | 5 | ea | \$50.00 | \$250.00 |
| 16. | Pavement analysis and report | | ea | \$800.00 | \$0.00 |
| | | | Subtotal (Pavement Investigation) | | \$1,560.00 |

Summary of Fees

| | |
|---|--------------------|
| Geotechnical Field | \$25,109.00 |
| Geotechnical Laboratory | \$4,552.00 |
| Geotechnical Engineering | \$5,780.00 |
| Construction Inspection and Monitoring | \$0.00 |
| Pavement Investigation | \$1,560.00 |
| Estimated Total | \$37,001.00 |

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 17th Street Multimodal Improvements **from Monroe Street to Grant Street**

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17th Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17th Street and improvements to the lane alignments at the 17th Street and College Avenue intersection.

Project Timeline:

Start Date: August 21, 2017

End Date: December 31, 2023

Financial Information:

| | |
|---------------------------------|--------------------|
| Estimated full cost of project: | \$5,183,115 |
| | |
| Sources of funds: | |

| | |
|---|--------------------|
| Federal Highway Administration ¹ | \$2,052,000 |
| Consolidated TIF / 2015 TIF Bond | \$3,131,115 |

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

| Step | Description | Estimated Cost | Timeline |
|------|--------------------------|------------------|--|
| 1 | Design Contract | \$636,115 | August 2017 – December 2023 ² |
| 2 | Right-of-Way Acquisition | \$1,590,000 | January 2020 – December 2021 |
| 3 | Construction Inspection | \$355,000 | May 2021 – December 2023 |
| 4 | Construction | \$2,602,000 | February 2022 – December, 2022 |

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 17-52 Approval of Project Review and Approval Form
 19-60 Update to Project Review and Approval Form
19-72 Approval of Design Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

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