AGENDA REDEVELOPMENT COMMISSION

McCloskey Conference Room November 4, 2019 5:00 p.m.

- I. ROLL CALL
- II. READING OF THE MINUTES –October 21, 2019
- III. EXAMINATION OF CLAIMS –November 1, 2019 for \$2,501,177.37
- IV. EXAMINATION OF PAYROLL REGISTERS-October 25, 2019 for \$32,107.73
- V. REPORT OF OFFICERS AND COMMITTEES
 - **A.** Director's Report
 - B. Legal Report
 - C. Treasurer's Report
 - D. Business Development Updates

VI. NEW BUSINESS

- A. Resolution 19-97: Guaranteed Maximum Price 4th Street Garage
- **B.** Resolution 19-98: Addendum #2 for B-Line Trail Extension
- **C.** Resolution 19-99: Approval of Efficient Lighting Upgrades at the Buskirk-Chumley Theater
- D. Resolution 19-100: Agreement with VET for Environmental Testing

VII. BUSINESS/GENERAL DISCUSSION

IX. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call <u>812-349-3429</u> or e-mail <u>human.rights@bloomington.in.gov</u>.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 21, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Sue Sgambelluri, presiding.

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, David Walter, Mary Alice Rickert and Eric Sandweiss

Commissioners Absent: Don Griffin and Sue Wanzer

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

Others Present: Jeff Underwood, Controller; Randy Cassady, Citizen; Tamby Cassady, Citizen; Alex Crowley, Director, Economic & Sustainable Development, Rylie Kynn, IU Journalism Student

- **II. READING OF THE MINUTES** Eric Sandweiss moved to approve the October 7, 2019, minutes. David Walter seconded the motion. The board unanimously approved.
- III. **EXAMINATION OF CLAIMS** David Walter moved to approve the claim register for October 18, 2019, for \$473,408.87. Eric Sandweiss seconded the motion. The board unanimously approved.
- **IV. EXAMINATION OF PAYROLL REGISTERS** Eric Sandweiss moved to approve the payroll register for September 27, 2019, for \$32,107.74 and October 11, 2019, for \$32,107.74. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

- **A.** Director's Report. Doris Sims stated the city is undertaking a housing study. This week, the city is holding 12 different listening sessions for stakeholders and the general public.
- **B.** Legal Report. Larry Allen stated that there will be a joint city and county council meeting regarding the construction of a new convention center on October 29th at 6:30 p.m.
- C. Treasurer's Report. Jeff Underwood stated the joint convention center expansion meeting will be primarily a financial discussion. Underwood said there is a possibility the RDC will be asked to finance a parking garage as part of the expansion of the convention center. The garage is estimated to cost \$15 million. There is not site or design for the potential garage, and the RDC has no formal commitment at this time. Staff is preparing a financial presentation on possible financing. Underwood said he will share the presentation with the RDC once it is finalized.
- **D.** Business Development Updates. Alex Crowley updated the commission on the following projects:
 - Trades District Garage: Construction will hopefully begin before the end of the year.
 - Kiln Building: Discussions continue with one of the bidders on potential acquisition of the Kiln Building.
 - Showers Administration Building: The listing closed last week. Staff received 7 bids with 3 of particular interest.

Underwood said pricing on the garage bonds will begin in the next couple weeks.

VI. NEW BUSINESS

A. Resolution 19-94: Approval to Keep Parking Garage at Old Hospital Site. Underwood stated staff has meet with the steering committee of the larger hospital reuse committee. After discussions, it is the recommendation of staff and the steering committee to formally notify the IU Health Hospital that the RDC intends to take possession of the garage. They also recommend an extension of time on the due diligence period for the Kohr Administration Building.

Eric Sandweiss asked Underwood to summarize the pros and cons that were raised during the steering committee and staff discussions for retaining the garage. Underwood said primarily the discussions ranged around the condition of the garage and the cost and ability to maintain it for another 30 years. He said the information provided by IU Health is that the garage has been well maintained and is not deteriorating. IU Health has agreed to continue maintenance on the garage. One of the benefits in keeping the garage is it is adjacent to the convention center expansion. Also, the garage would provide parking for the hospital site and reduce needed street and on-site parking. The one con discussed was how to wrap the building to make it more attractive and blend in with the development. Underwood said the consultants believe there will be plenty of opportunities for art installation or façade improvements. Eric Sandweiss asked if there were any objections to the garage during the discussions. Underwood said there were no objections.

Sue Sgambelluri asked for public comment. There were no comments from the public.

Mary Alice Rickert moved to approve Resolution 19-94. Eric Sandweiss seconded the motion. The board unanimously approved.

B. Resolution 19-95: Approval of Fourth Amendment to the Purchase Agreement Between the City of Bloomington and IU Health for Purchase of the IU Health Hospital Site at 2nd and Rogers Streets (Kohr Administration Building). Underwood said the Kohr building site presents a more serious economic development issue. The interior is basically linked to the rest of the hospital. They share the same power grid, water, and sewer. The original estimate for rehab was around \$3 million. The cost is now closer to \$11 million. Underwood said there is a good deal of concern about the feasibility from an investment standpoint. Staff is requesting an extension of time to complete the due diligence and decide whether to keep the building.

Sue Sgambelluri asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 19-95. David Walter seconded the motion. The board unanimously approved.

C. BUSINESS/GENERAL DISCUSSION

D. ADJOURNMENT	
Don Griffin, President	Mary Alice Rickert, Secretary
Date	

19-97 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FOUNDATION PIERS AND SITE SERVICES 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 the demolition of the current 4th Street Parking Garage, which was approved by the RDC in Resolution 19-67; and
- WHEREAS, the next phase of this project is to procure services for the foundational piers and construction site services; and
- WHEREAS, City staff have negotiated a GMP with Wilhelm for the foundational piers and site services for the garage in an amount that shall not exceed One Million Two Hundred Thirty-One Thousand Six Hundred Ninety Dollars (\$1,231,690.00), 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 Two Hundred Thirty-One Thousand Six Hundred Ninety Dollars (\$1,231,690.00) to pay for the foundation of the new 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	

30 October 2019

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

Re: City of Bloomington

GMP#2- Drilled Piers & CM Site Services

Mr. Renneisen,

Enclosed is our Guaranteed Maximum Price (GMP) dated 30 October 2019 for the City of Bloomington 4th Street Parking Garage- GMP#2- Drilled Piers and CM Site Services. Contained within this packet is a GMP of **\$1,231,690**. This value is all inclusive of subcontractor bids, Wilhelm General Conditions, and Construction Manager (CM) Site Services.

Enclosed are the following sections:

- 1. GMP#1 Cost Summary
- 2. BP#2- Drilled Pier Bid Recap Summary
- 3. BP#2- Recommendation for Award
- 4. BP#2- Drilled Pier Contingency Allowance Calculation
- 5. GMP #2 General Conditions
- 6. GMP#2 CM Site Services
- 7. Assumptions and Clarifications
- 8. Bid Event #2 Document List
- 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

David Lety

F.A. Wilhelm Construction Company



TABLE OF CONTENTS

- 1. GMP#2 Cost Summary
- 2. BP#2- Drilled Pier Bid Recap Summary
- 3. BP#2- Recommendation for Award
- 4. BP#2- Drilled Pier Contingency Allowance for Additional Drilling and Obstructions Detailed Breakdown
- 5. GMP #2 General Conditions
- 6. GMP#2 CM Site Services
- 7. Assumptions and Clarifications
- 8. Bid Event #2 Document List
- 9. Construction Schedule

SECTION 01: GMP#2 COST SUMMARY

City of Bloomington- 4th Street Parking Garage- GMP#2 BID PACKAGE BREAKDOWN October 31st, 2019 SECTION 01



			07/19/19	10/31/19		
Bid Package	Bid Package Description	Apparent Low Bidder	Bid Price	Bid Price	95% CD Budget	Variance
01	Demolition	Denney Companies	\$1,025,400	\$0	\$1,025,400	\$0
02	Drilled Piers	Illini Drilled Foundations	\$0	\$482,060	\$500,000	-\$17,940
		\$1,025,400	\$482,060			

GMP #1-

GMP #2-

Sales Tax		exempt	exempt
CM Site Services LS		\$189,850	\$532,861
General Conditions LS		\$163,387	\$149,204
Preconstruction Services LS		in GC's	in GC's
CM Contingency	5.00%	\$51,270	\$24,103
Permits LS		\$10,000	\$10,000
Builder's Risk Insurance	by owner	\$0	\$0
General Liability Insurance	0.33%	\$4,752	\$3,954
CM Fee	2.25%	\$32,505	\$27,049
Payment & Performance Bond	0.51%	\$5,230	\$2,459
	GMP TOTAL	\$1,482,393	\$1,231,690
		GMP	GMP

SECTION 02- BP#1 BID RECAP

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#2 BID PACKAG	iE: #2
SCOPE OF WOR	K: Drilled Piers

					2	2	1
					Illini Drilled Foundations	Berkel	Beaty Construction
SCOPE DESCRIPTION	1		1		Julie Hines	Terry Butler	Dan Beaty
	QUANTITY	UNIT	UNIT PRICE	AMOUNT	217-442-8765	502-225-0063	317-835-2254
Base Bid Amount (Quote):	QUANTITY	UNII	UNIT PRICE	AMOUNT	\$ 395,000	\$ 445,000	\$ 674,84
Base Bid Amount (Quote):					\$ 395,000	445,000	\$ 014,04
BP#2- Drilled Piers Scope							
Br#2- Brilled Fiers Scope		_					1
Scope of Work	+						
Drilled Piers:	+						
30" diameter drilled pier	13.00				Included	Included	Included
			-				
42" diameter drilled pier	8.00	ea	-	-	Included	Included	Included
48" diameter drilled pier	19.00		_		Included	Included	Included
54" diameter drilled pier	5.00	ea	<u> </u>		Included	Included	Included
60" diameter drilled pier	6.00	ea	.		Included	Included	Included
66" diameter drilled peir	4.00	ea			Included	Included	Included
78" diameter drilled pier	2.00	ea			Included	Included	Included
30" diameter rock socket	13.00	ea			Included	Included	Included
42" diameter rock socket	8.00	ea			Included	Included	Included
48" diameter rock socket	19.00	ea			Included	Included	Included
54" diameter rock socket	5.00	ea			Included	Included	Included
60" diameter rock socket	6.00	ea			Included	Included	Included
66" diameter rock socket	4.00	ea			Included	Included	Included
78" diameter rock socket	2.00	ea			Included	Included	Included
2' Rock Socket for each pier type					Included	Included	Included
	1						
Furnish and Install Reinforcing Steel					Included	Included	Included
Furnish and Install Ready-Mix					Included	Included	Included
Removal of Spoils	1				Included	Included	Included
Pier Layout	1				Included	Included	Included
Miscellaneous Earthwork	1				Included	Included	Included
MISCEIGIEGOS CARTIWOR	1		—		modued	Illoidaea	iliciadea
Schedule of Quantities	1						
Total Drilled Pier Length	778.00	/lf			772/LF	774/LF	774/LF
Total Ready-Mix Volume	416.00	/cy			400/CY	488/CY	435/CY
Total Rebar Quantity	30.00		-	 	25/TONS	10/TONS	18/TONS
	416.00		-	 			
Spoil Volume	416.00	/cy			490/CY	488/CY	535/CY
All	+		—	 			
Allowances & Scope Adjustments	+		-				
Allowance- Drilled Pier Contingecy Allowances	+	\vdash			\$ 64,060		\$ 79,300
Allowance- Environmental, Stockpile Materials	+				\$ 10,000		\$ 10,000
Tower Crane Drilled Piers		<u> </u>			in CM Site Services	in CM Site Services	in CM Site Services
Pea Gravel for Top 3'	150.00	tns	\$20.00	⊢—	\$ 3,000		\$ 3,00
Sales Tax Excluded					Yes	\$ (5,150)	Yes
Drill Rig Access- Ramp In, Ramp Out, Remove	1,000.00	sf	\$10.00		\$ 10,000	\$ 10,000	\$ 10,00
	+	_	<u> </u>	⊢—			
Diverse Business Participation							
MBE					\$ -	\$ 65,750	\$ 31,86
WBE					\$ 255,000	\$ 12,100	\$ 7,30
VBE					\$ -	\$ -	\$ -
	1				•	*	Ť
B B.4	+			-		445.000	
Base Bid					\$ 395,000		\$ 674,84
Scope Adjustment					\$ 87,060		\$ 102,30
Total Cost					\$ 482,060	\$ 543,401	\$ 777,15
	_						
Alternates							
Alternates Alternate 1- Payment and Performance Bond					\$ 8,000	\$ 5,785	\$ 5,40



SECTION 03- BP#2- RECOMMENDATION FOR AWARD

Re: City of Bloomington

BP#2- Drilled Piers- 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 2- Drilled Piers. 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 Driller Pier scope of work for this project- please see bid tabulation below.

BIDDER	RESPONSIVE?	BASE BID	ALT 1- Bond
Illini Drilled Foundations Danville, IL	Yes	\$395,000	Add \$8,000
Berkel & Co. LaGrange, KY	Yes	\$445,000	Add \$5,785
Beaty Construction. Boggstown, IN	Yes	\$674,845	Add \$5,400

It is our recommendation that Bid Package #2 be awarded to <u>Illini Drilled Foundations</u> of Danville, IL 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 work.

Regarding the bid alternates Wilhelm recommends the following:

Alternate 1- Payment and Performance Bond- Add of \$8,000- 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.



SECTION 04- DRILLED PIER CONTINGENCY ALLOWANCE CALCULATION

1					2	2
SCOPE DESCRIPTION		l			Illini Drilled Foundations Julie Hines	Berkel
SCOPE DESCRIPTION		l			217-442-8765	Terry Butler 502-225-0053
	QUANTITY	UNIT	UNIT PRICE	AMOUNT	211 112 0100	***************************************
Base Bid Amount (Quote):					\$ 64,060	\$ 80,551
BP#2- Drilled Pier Contingency Allowance Calculation Inclu	uded in GMP#2					
Unit Prices (Submitted with Bids)						
Add- 30" dia				Add	\$ 145	\$ 339
Deduct- 30" dia				Deduct	\$ (30)	\$ (31)
Rock Socket- 30" dia		_		Add	\$ 625	\$ 576
Add- 42" dia		_		Add	\$ 290	\$ 405
Deduct- 42" dia				Deduct	\$ (58)	\$ (54)
Rock Socket- 42* dia		—		Add	\$ 670	\$ 689
Add- 48" dia		_		Add	\$ 380	S 459
Deduct- 48" dia				Deduct	\$ (75)	\$ (71)
Rock Socket- 48* dia		₩		Add	\$ 710	\$ 780
Add- 54* dia		-		Add	\$ 480	S 570
Deduct- 54" dia		-	<u> </u>	Deduct	\$ (95)	\$ (89)
Rock Socket- 54" dia		-		Add	\$ 760	\$ 969
Add- 60" dia		-		Add	\$ 585	\$ 736
Deduct- 60" dia		-	 	Deduct	\$ (115) \$ 810	\$ (122)
Rock Socket- 60* dia		-	\vdash	Add	\$ 810 \$ 715	\$ 1,250 \$ 768
Add- 66" dia		-	-	Add	\$ 715 \$ (140)	\$ 768 \$ (136)
Deduct- 66" dia Rock Socket- 66" dia		+	—	Add	\$ (140) \$ 1,000	\$ (136) \$ 1,305
Add- 78* dia		+	 	Add	\$ 1,000	s 1,305
Add- 78" dia Deduct 78" dia		_		Deduct	\$ 905	\$ 1,567 \$ (182)
Rock Socket- 78* dia			l	Add	\$ 1,210	\$ 2,663
Additional Mobilizations		1	—	Add	\$ 20,000	S 42,000
- an an an appropriate and the support of the suppo	1	1	1		20,000	42,000
Drilled Pier Contingency Allowance Breakdown		T				
Contingency Includes Drilling an Additional 1' of soil and 1' of additional soil/rock drilling, concrete		truction		e would cov		
30" diameter pier- into soil	10.00		l		\$ 1,885	S 4,407
30" diameter pier- into soil 30" diameter pier- into limestone	13.00	_			\$ 1,885 \$ 8,125	\$ 4,407 \$ 7,488
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30" diameter pier- into limestone	13.00	/lf /lf			\$ 8,125	\$ 7,488
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30* diameter pier- into limestone 42* diameter pier- into soil 42* diameter pier- into limestone 48* diameter pier- into soil 46* diameter pier- into soil	13.00 8.00 8.00 19.00	/lf /lf /lf /lf			\$ 8,125 \$ 2,320 \$ 5,360 \$ 7,220 \$ 13,490	\$ 7,488 \$ 3,240 \$ 5,512 \$ 8,721 \$ 14,820
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30* diameter pier- into limestone 42* diameter pier- into soil 42* diameter pier- into limestone 48* diameter pier- into limestone 48* diameter pier- into limestone 54* diameter pier- into soil 54* diameter pier- into soil 54* diameter pier- into limestone 60* diameter pier- into limestone 60* diameter pier- into limestone 66* diameter pier- into limestone 66* diameter pier- into limestone 76* diameter pier- into limestone Wage Rates (Submitted with Bids) Operator	13.00 8.00 8.00 19.00 19.00 5.00 6.00 6.00 4.00 2.00	Aff			\$ 8,125 \$ 2,320 \$ 5,360 \$ 7,220 \$ 13,490 \$ 2,400 \$ 3,800 \$ 3,510 \$ 4,860 \$ 2,860 \$ 1,1810 \$ 2,420	\$ 7,488 \$ 3,240 \$ 5,512 \$ 8,721 \$ 14,820 \$ 2,850 \$ 4,845 \$ 7,500 \$ 3,072 \$ 5,220 \$ 3,134 \$ 5,326
30* diameter pier- into limestone 42* diameter pier- into soil 42* diameter pier- into limestone 48* diameter pier- into limestone 48* diameter pier- into soil 54* diameter pier- into soil 54* diameter pier- into soil 54* diameter pier- into soil 60* diameter pier- into limestone 60* diameter pier- into limestone 66* diameter pier- into limestone 66* diameter pier- into limestone 76* diameter pier- into limestone 78* diameter pier- into soil 78* diameter pier- into limestone Wage Rates (Submitted with Bids) Operator Laborer Foreman	13.00 8.00 8.00 19.00 19.00 5.00 6.00 4.00 2.00	Aff			\$ 8,125 \$ 2,320 \$ 5,360 \$ 7,220 \$ 13,490 \$ 2,400 \$ 3,800 \$ 3,510 \$ 4,860 \$ 2,260 \$ 1,810 \$ 2,420	\$ 7,488 \$ 3,240 \$ 5,512 \$ 8,721 \$ 14,820 \$ 2,850 \$ 4,845 \$ 7,500 \$ 3,072 \$ 5,220 \$ 3,134 \$ 5,326
30* diameter pier- into limestone 42* diameter pier- into soil 42* diameter pier- into limestone 48* diameter pier- into limestone 48* diameter pier- into limestone 54* diameter pier- into limestone 54* diameter pier- into soil 54* diameter pier- into soil 60* diameter pier- into soil 60* diameter pier- into soil 60* diameter pier- into soil 66* diameter pier- into limestone 78* diameter pier- into limestone Mage Rates (Submitted with Bids) Operator Laborer Foreman Miscellaneous Charges (Not Included in GMP, or Driller Pier	13.00 8.00 8.00 19.00 19.00 5.00 6.00 4.00 2.00	Aff			\$ 8,125 \$ 2,320 \$ 5,380 \$ 7,220 \$ 13,490 \$ 2,400 \$ 3,510 \$ 4,860 \$ 2,280 \$ 1,810 \$ 2,420 \$ 1,811 \$ 1,811	\$ 7,488 \$ 3,240 \$ 5,512 \$ 6,721 \$ 14,820 \$ 2,850 \$ 4,845 \$ 7,500 \$ 3,072 \$ 5,220 \$ 3,134 \$ 5,326
30* diameter pier- into limestone 42° diameter pier- into soil 42° diameter pier- into limestone 48° diameter pier- into limestone 48° diameter pier- into limestone 54° diameter pier- into soil 54° diameter pier- into soil 54° diameter pier- into soil 60° diameter pier- into limestone 60° diameter pier- into limestone 60° diameter pier- into limestone 66° diameter pier- into soil 66° diameter pier- into soil 78° diameter pier- into limestone 78° diameter pier- into limestone 78° diameter pier- into limestone Wage Rates (Submitted with Bids) Operator Laborer Foreman	13.00 8.00 8.00 19.00 19.00 5.00 6.00 4.00 2.00	Aff			\$ 8,125 \$ 2,320 \$ 5,360 \$ 7,220 \$ 13,490 \$ 2,400 \$ 3,800 \$ 3,510 \$ 4,860 \$ 2,260 \$ 1,810 \$ 2,420	\$ 7,488 \$ 3,240 \$ 5,512 \$ 8,721 \$ 14,820 \$ 2,850 \$ 4,845 \$ 7,500 \$ 3,072 \$ 5,220 \$ 3,134 \$ 5,326

SECTION 05- GENERAL CONDITIONS

Bloomington 4th Street Garage
GENERAL CONDITIONS - GMP #2 Drilled Piers (Nov. 2019 - Feb. 2020)
10/31/2019

			MATE		TERIAL LABOR		BOR	ESTIMATE		
GENERAL CONDITIONS (Nov. 2019 - Feb. 2020	S - GMP #2 Drilled Piers))	ITEM (QUANTITY	UNIT	MATERIAL	UNIT	LABOR	UNIT	TOTAL	
		QUANTITY	UNIT	PRICE	DOLLARS	PRICE	DOLLARS	PRICE		
Project M	anagement									
Project Manager	Aaron Tague	17	wks			\$3,600	\$62,352	\$3,600	\$62,352	
Superintendent	Tom Horton	17	wks			\$3,600	\$62,352	\$3,600	\$62,352	
Project Engineer I	TBD	0	wks			\$2,600				
Safety	TBD	0	wks			\$2,600				
Project Exec	Jeremy Ayres	2	wks			\$5,600	\$11,200	\$5,600	\$11,200	
Scheduler	Drew Ference	0	wks			\$3,200				
BIM Coord	TBD	0	wks			\$2,600				
Precon	Dan Fetz	0	Isum			\$0				
Staff Travel (months)		4	mths	\$1,000	\$4,000			\$1,000.00	\$4,000	
Field	Offices									
FAW On-site Office		0	mo	\$0						
- office rental		4	mo					\$0	\$0	
- trailer set-up & tear do	own	0	mo	\$0			\$0			
- copier		4	mo	\$500	\$2,000			\$500	\$2,000	
- internet		4	mo	\$400	\$1,600			\$400	\$1,600	
- monthly supplies		4	mo	\$600	\$2,400			\$600	\$2,400	
- restroom tank service		0	mo	\$950						
- power monthly (exclud	les hookups)	4	mo	\$200	\$800			\$200	\$800	
- water		4	mo	\$125	\$500			\$125	\$500	
- furniture		0	Isum	\$5,000						
- plans and drawings		0	ea	\$2,000	\$2,000					
Procore Project Manage	ment	0	ea	\$2,000						
TOT	TALS				\$13,300		\$135,904		\$149,204	



SECTION 06- CM SITE SERVICES

PROJECT NAME: City of Bloomington- 4th Street Parking Garage- GMP#2

BID PACKAGE: SCOPE OF WORK: CM Site Services

SCOPE DESCRIPTION						
	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
Base Bid Amount (Quote):	QUANTITY	UNII	UNIT PRICE	AMICUNT	Н	
Dase Did Amount (Quote).						
CM Site Services					_	
Port-a-Johns	2.00	mo				
Quantity	6.00	ea				
Total Unit Rental	12.00	ea	\$300.00		\$	3,600
Dumpsters	6.00	-	\$450.00		\$	2,70
Site Fencing	0.00	- Ca	ψ+30.00		Ψ	in GMP#1
Jersey Barriers						in GMP#1
Maintenance of Traffic						in GMP#1
Signage						in GMP#1
Misc. Labor to Move Barriers, Fencing	40.00	hre	\$50.00		\$	2,00
Temporary Power/Lighting	40.00	1110	ψ50.00		\$	2,000
Project Signage- Main Sign	1.00	ls			\$	3.000
Project/Site Safety Equipment	1.00		\$10,000.00		\$	10.000
General Project Cleanup- Material	1.00	ls Is	\$1,500.00		\$	1,500
General Project Cleanup- Material General Project Cleanup- Labor	120.00		\$1,500.00		\$	6,000
Street Sweeping Services	1.00	ls	\$50.00		\$	2,500
Utility Locates, Potholing	16.00		\$400.00		\$	6,400
Tower Crane	16.00	nrs	\$400.00		Ф	6,400
Anchor Stools	1.00	le.	\$10,500.00		\$	10,500
Freight-In	1.00	ls Is	\$10,500.00		\$	10,500
Freight-Out	1.00		\$10,000.00		\$	10,000
					_	
Assembly	1.00	-	\$25,800.00		\$	25,800 36,300
Dismantle Monthly Rental	8.00		\$36,300.00 \$14,000.00		\$	112,000
· · · · · · · · · · · · · · · · · · ·	160.00	mo hrs			\$	6,400
Crane OT Premium		nrs Is	\$40.00		\$	
Tower Crane Foundation Design	1.00		\$3,000.00		\$	3,000 5.000
Weekend Assembly/Disassembly Premium	1.00		\$5,000.00		\$	1,000
FFA Permit	1.00	-	\$1,000.00		\$	
Lane Closures/Traffic Control Tower Crane Base Enclosure	1.00		\$2,500.00		\$	2,500 7,500
	1.00	ls Is	\$7,500.00 \$500.00		\$	7,500
Fencing Around Tower Crane Base Tower Crane Operator (50 hrs/wk for 8 months- incld climb time)	1,900.00	hrs	\$500.00		\$	133,000
	8.00		\$1,000.00		\$	8.000
Electrical Consumption Cost for Tower Crane	8.00	mo	\$1,000.00		à.	8,000
Tower Crane Footing					\$	
Foundation Concrete Material	162.00	cv	\$116.50		\$	18.873
Foundation Reinforcing & Column Dowels	16.00		\$1,712.00		\$	27,392
Foundation Concrete- Form, Pour, Place, Finish	162.00		\$78.00		\$	12,636
Foundation Excavation & Backfill	1.00		\$10,120.00		\$	10,120
54" diameter drilled shafts (w/ 5' rock socket)	2.00		\$11,950.00		\$	23,900
or diameter difficulation (W. O. Lock aborder)	2.00	Ja	911,000.00		Ψ	23,900
Temp Pole, 480V, 3Ph Power Suuply	1.00	ls	\$12,900.00		\$	12,900
Duke Electrical Drop for Tower Crane	1.00		\$10,000.00		\$	10,000
Tax on Consumables	1.00		\$7,840.00		\$	7,840
		Ī	Ç.,O.0.00		Ť	,,540
Total Cost					\$	



SECTION 07: ASSUMPTIONS AND CLARIFICATIONS- 1 or 2

GENERAL

- Guaranteed Maximum Price (GMP)#2- Drilled Piers and CM Site Services is based upon the following documents issued by CSO Architects titled 100% CD Review Set dated September 20th, 2019.
- 2. GMP#2- Drilled Piers is based upon the Project Bid Manual prepared by Wilhelm Construction issued October 8th, 2019.
- 3. GMP#2 does not include cost for material testing, geotechnical investigations, environmental testing and analysis, environmental remediation or abatement. These services are to be provided by others.
- 4. Patriot Engineering will perform "pre-drilling" services on behalf of the owner and coordinate their findings with Wilhelm and Illini Drilled Foundations. The intent of this service is to accurately gauge the correct elevation of competent limestone materials. This investigation will take place prior to our subcontractor mobilizing on-site.
- 5. GMP#2 pricing for drilled shafts is inclusive of top and bottom of pier elevation listed on drawings S100, plus an additional 2' at each pier location for each pier type and includes a drilled pier contingency allowance which is detailed in Section 04 of this GMP. Any drilling in excess of what we have assumed in our contingency allowance will result in additional costs as indicated by unit prices provided at bid time. Unused portions of the contingency allowance will be returned to the owner.
- 6. Our GMP proposal assumes that any environmental conditions that may exist will not impact our workflow or result in downtime for our foundations contractor. We will follow the recommendation of the authorities having jurisdiction over this matter however for this GMP we have assumed that stockpiling contaminated materials in dumpsters until a suitable dump site is located is sufficient. Testing for contaminants and disposal of contaminated materials is not included in this GMP.
- 7. We have not included costs to handle, dispose, or remediate any material not defined as "clean fill".
- 8. This pricing is based upon (1) mobilization for the foundations contractor- if other mobilizations are required this will result in additional costs.
- 9. Normal working hours have been assumed for this phase of the project.
- 10. Utility Relocations are not included in this GMP Proposal.
- 11. Costs for lane and sidewalk closures are assumed to be by Bloomington and are excluded in the GMP Proposal.
- 12. This GMP proposal is based upon the attached schedule- see Section 09 Schedule.



SECTION 07: ASSUMPTIONS AND CLARIFICATIONS- 2 of 2

- 13. Wilhelm has included all costs associated with providing a tower crane in this GMP#2. This includes the following: tower crane foundation, electrical services, assembly of crane, removal of crane, monthly rental for 8 months, tower crane operator, design services, electrical consumption costs, etc...
- 14. To account for scope that is undefined at this point in time we have established the following allowances:
 - a. Drilled Pier Contingency Allowance- \$64,060
 - 1. This allowance shall be used to cover additional costs, if required, to pay for additional drilling of soils, limestone, premium drilling for obstructions or subsurface concrete.
 - b. Environmental Allowance- \$10,000
 - This allowance shall be used to cover the costs of dumpsters to stockpile contaminated material while they are being tested for contaminants. This allowance does not include testing for contaminants, remediation, or disposal of contaminates. That work would be performed by the owner environmental contractor/testing agent.

SECTION 08- BID EVENT #2 DOCUMENT LIST

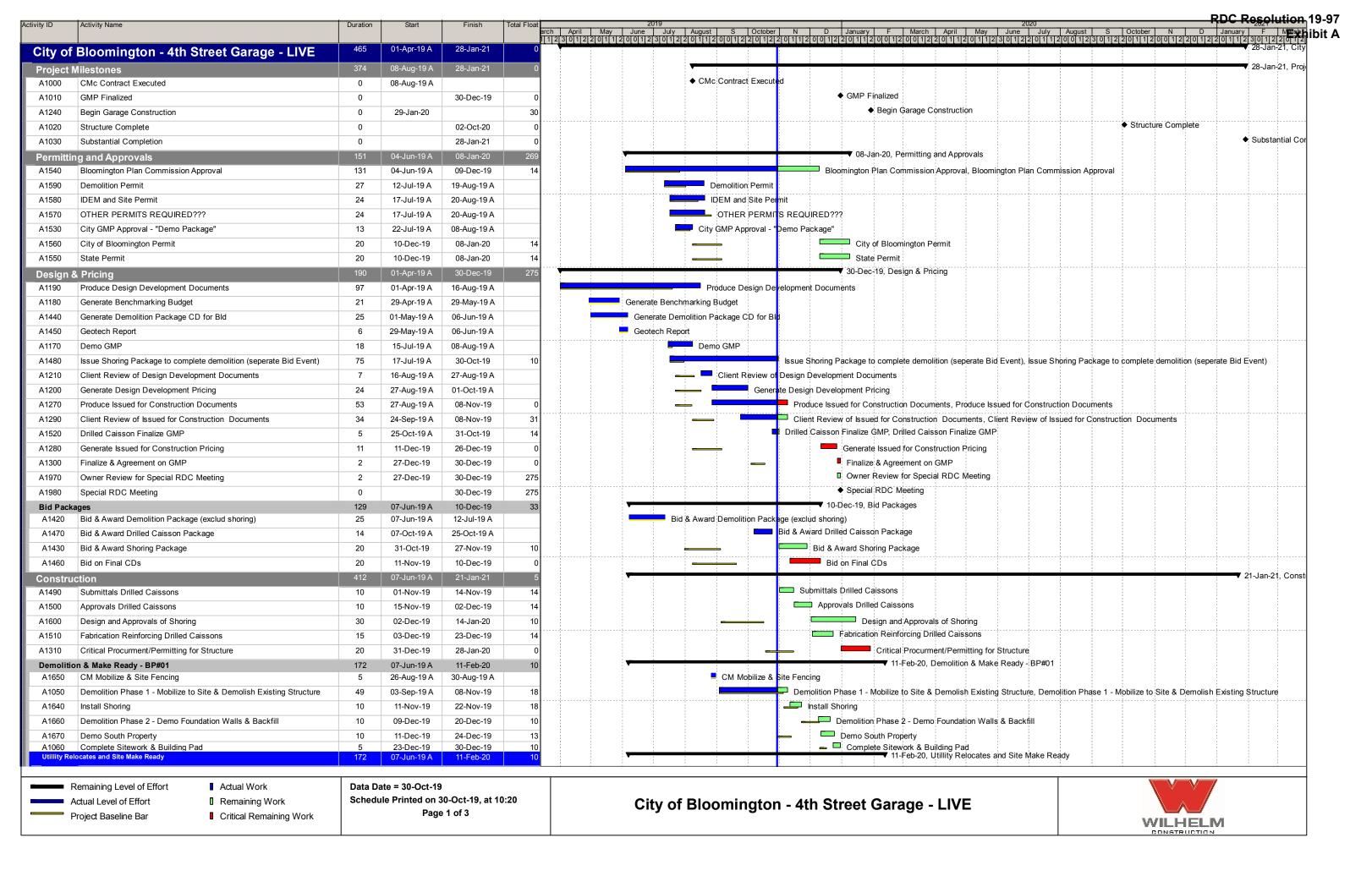
Sheet #	Name	Date	Note
C101	Existing Site Condition Plan		
C201	Stormwater Pollution Prevention Plan Notes		
C202	Stormwater Pollution Prevention Plan		
C203	Stormwater Pollution Prevention Plan Details		
C301	Selective Site Demolition Plan		
C401	Site Grading Details		
C501	Site Utilities Plan		
C601	Site Details		
L100	Materials Plan		
L110	Layout Plan		
L120	Landscape Plan		
L501	Site Details		
L502	Site Details		
S000	3D Views		
S001	Structural General Notes		
S002	Typical Details		
S003	Typical Details		
S003	Typical Details		
S100	Level 1 Foundation Plan		
S101	Level 1 Slab Plan		
S102	Level 2 Framing Plan		
S103	Level 3 Framing Plan		
S104	Level 4 Framing Plan		
S105	Level 5 Framing Plan		
S106	Level 6 Framing Plan		
S107	Roof Framing Plan		
S201	Building Elevations		
S202	Building Elevations		
S211	Building Sections		
S212	Building Sections		
S221	Wall Sections		
S222	Wall Sections		
S223	Wall Sections		
S224	Wall Sections		
S225	Wall Sections		
S301	Foundation Details		
S302	Foundations Details		
S401	Framing Details		
S402	Framing Details		
S411	Steel Framing Details		
S501	Column Schedule and Details		
S601	Typical PT Details		
S602	PT Slab and Miscellaneous Beam Details		
\$603	PT Beam Schedule and Diagrams	 	
A000	Cover		
A010	Life Safety Plans		
A015	Accessibility Summary		
A020	Wall Types		
A101	First Floor Plan		
A102	Second Floor Plan	+	
A103	Third Floor Plan	+	
A103	Fourth Floor Plan	+	
A105	Fifth Floor Plan	+	
A105	Sixth Floor Plan	+	

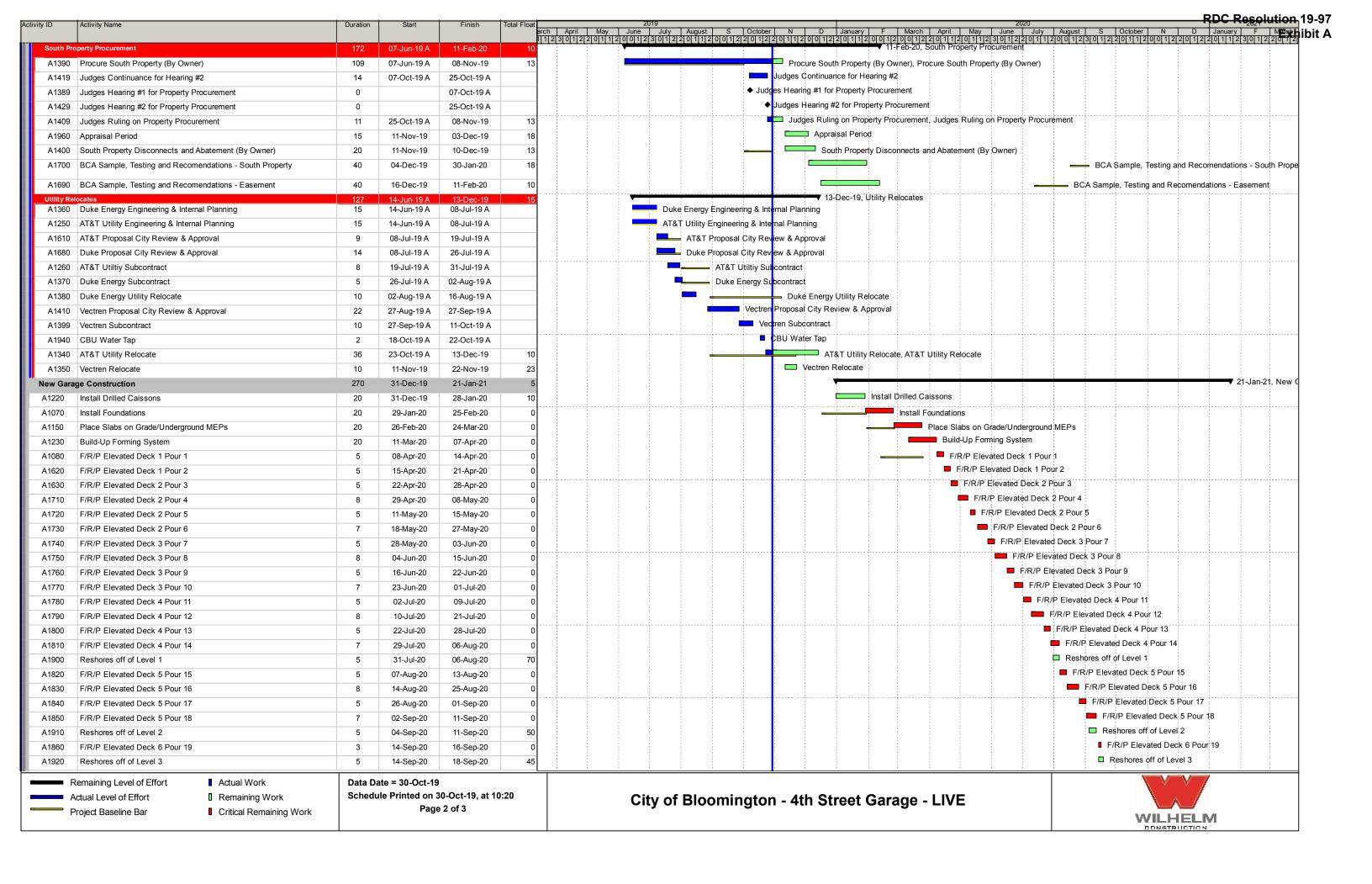


	2 (2)	
A107	Roof Plan	
A200	First Floor Area A Enlarged Plans	
A201	First Floor Area B Enlarged Plans	
A202	First Floor Area C Enlarged Plans	
A210	Southwest Stair & Elevation Plans	
A211	Southwest Stair & Elevation Plans	
A212	Southwest Stair & Elevation Plans	
A213	Northwest Stair & Elevator Plans	
A214	Northwest Stair & Elevator Plans	
A215	Northwest Stair & Elevator Plans	
A221	Overall & Enlarged First Floor RCP's	
A222	Overall Second Floor RCP	
A226	Overall & Enlarged Sixth Floor RCP's	
A301	Exterior Elevations	
A302	Exterior Elevations	
A310	Overall Longitudinal Building Sections	
A313	Sections- Stair & Elevator Northwest	
A314	Sections- Stair & Elevator Southwest	
A315	Typical Building Sections- East	
A316	Wall Sections	
A317	Wall Sections	
A318	Bridge Sections and Details	
A320	Details	
A321	Details	
A340	Plan Details	
A501	Door Schedule and Details	
A502	Storefront & Curtainwall Elevations	
A503	Storefront & Curtainwall Elevations	
A504	Door & Window Details	
A505	Door & Window Details	
A503 A601	Interior Elevations	
A602	Interior Elevations	
A701		
A801	Interior Sections First Floor Finish Plan	
	First Floor Finish Plan	
M000	Mechanical Coversheet	
M101	First Floor Plan- Mechanical	
M102	Second Floor Plan- Mechanical	
M103	Third Floor Plan- Mechanical	
M106	Sixth Floor Plan- Mechanical	
M200	Mechanical Enlarged Plans	
M400	Mechanical Details	
M500	Mechanical Schedules	
P000	Plumbing Coversheet	
P100	Underfloor Plan- Plumbing	
P101	First Floor Plan- Plumbing	
P102	Second Floor Plan- Plumbing	
P103	Third Floor Plan- Plumbing	
P104	Fourth Floor Plan- Plumbing	
P105	Fifth Floor Plan- Plumbing	
P106	Sixth Floor Plan- Plumbing	
P107	Roof Plan- Plumbing	
P400	Plumbing Details	
P500	Plumbing Schedules	
F000	Fire Protection Coversheet	
F101	First Floor Plan- Fire Protection	
F102	Second Floor Plan- Fire Protection	
F103	Third Floor Plan- Fire Protection	
F104	Fourth Floor Plan- Fire Protection	
F105	Fifth Floor Plan- Fire Protection	
F106		
F106	Sixth Floor Plan- Fire Protection	



E000	Electrical Coversheet	
E001	Electrical Site Plan	
E101	First Floor Plan- Lighting	
E102	Second Floor Plan- Lighting	
E103	Third Floor Plan- Lighting	
E104	Fourth Floor Plan- Lighting	
E105	Fifth Floor Plan- Lighting	
E106	Sixth Floor Plan- Lighting	
E201	First Floor Plan- Power	
E202	Second Floor Plan- Power	
E203	Third Floor Plan- Power	
E204	Fourth Floor Plan- Power	
E205	Fifth Floor Plan- Power	
E206	Sixth Floor Plan- Power	
E300	Enlarged Plans	
E400	One-Line Diagrams	
E500	Electrical Details	
E600	Electrical Schedules	
T000	Technology Coversheet	
T101	First Floor Plan- Technology	
T101A	First Floor Plan- Area A- Technology	
T101B	First Floor Plan- Area B- Technology	
T102	Second Floor Plan- Technology	
T103	Third Floor Plan- Technology	
T104	Fourth Floor Plan- Technology	
T105	Fifth Floor Plan- Technology	
T106	Sixth Floor Plan- Technology	
T200	Technology Room Enlargements	
T300	Technology Riser Diagrams	
T301	Technology Riser Diagrams	
T400	Technology Details	
T501	Technology Schedules	
T502	Technology Schedules	
SC001	Cover Sheet	Reference Only
SC002	General Notes & Module Specifications Sheets	Reference Only
SC003	Site Plan	Reference Only
SC101	Column Plan	Reference Only
SC102	Framing Plan	Reference Only
SC103	Component Plan	Reference Only
SC301	Canopy Sections	Reference Only
SC302	Canopy Sections	Reference Only
SC401	Foundations & Base Plate Details	Reference Only
SC501	Component Details	Reference Only
SC502	Framing Details	Reference Only
TC101	Tower Crane Foundation	1 '





ivity ID	Activity Name	Duration	Start	Finish	Total Float	Coat Coat
A1930	Reshores off of Level 4	5	14-Sep-20	18-Sep-20	45	
A1950	Reshores off of Level 5	5	14-Sep-20	18-Sep-20	45	□ Reshores off of Level 5
A1870	F/R/P Elevated Deck 6 Pour 20	5	17-Sep-20	23-Sep-20	0	□ F/R/P Elevated Deck 6 Pour 20
A1880	F/R/P Elevated Deck 6 Pour 21	3	24-Sep-20	28-Sep-20	0	0 ■ F/R/P Elevated Deck 6 Pour 21
A1890	F/R/P Elevated Deck 6 Pour 22	4	29-Sep-20	02-Oct-20	0	0 F/R/P Elevated Deck 6 Pour 22
A1160	Install Elevators	40	05-Oct-20	01-Dec-20	35	35 Install Elevators
A1130	Install Retail Space Accommodations	50	05-Oct-20	15-Dec-20	30	30 Install Retail Space Acco
A1120	Install Exterior Architectural Features	60	05-Oct-20	30-Dec-20	0	0 Install Exterior Archit
A1140	Install Parking Structure Finishes	40	23-Nov-20	21-Jan-21	0	0 Install Parking
Project (Completion	40	02-Dec-20	28-Jan-21	0	0 ▼ 28-Jan-21, F
A1330	Inspections and Testing	5	02-Dec-20	08-Dec-20	35	35 Inspections and Testing
A1320	Generate Final Project Punchlist	5	22-Jan-21	28-Jan-21	0	0 ➡ ■ Generate Fi

Remaining Level of Effort

Actual Level of Effort

Project Baseline Bar

Actual WorkRemaining WorkCritical Remaining Work

Data Date = 30-Oct-19 Schedule Printed on 30-Oct-19, at 10:20 Page 3 of 3

City of Bloomington - 4th Street Garage - LIVE



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 and Josh Scism, 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:

Ph	ase/Work to Be Performed	Cost	<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 + 2.2	25% 2019 – 2020
3	Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4	Construction	\$ TBD	Fall 2019 – 2020
	4a. Foundation Piers and Site Conditions	\$1,231,690	Nov. 2019 – Spring 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

19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price

To Be Completed by Redevelopment Commission Staff:

Approved on By Resolution		
By Resolution	by a vote of	

19-98 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

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

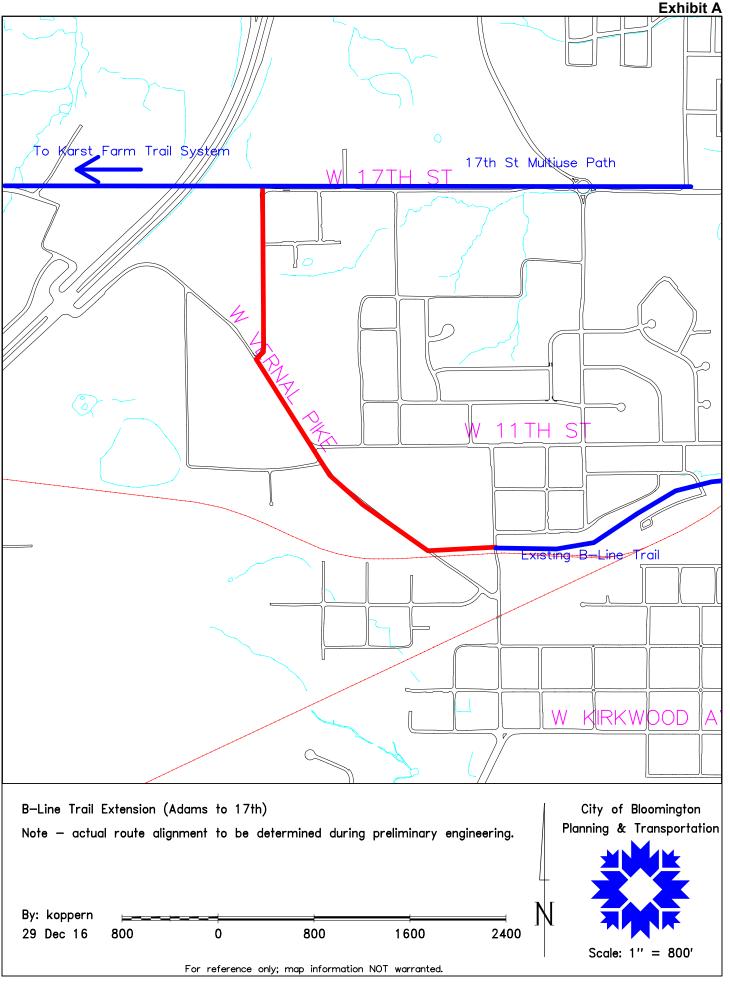
- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area ("Consolidated TIF"); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form ("Form") for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road ("Project") and pledged Consolidated TIF funds for the project; and
- WHEREAS, the City awarded the design contract to Aztec Engineering ("Aztec") on December 12, 2017; and
- WHEREAS, the City has negotiated a second addendum to Aztec's contract to add right-of-way services and additional survey and geotechnical reports to the scope of the Project ("Services") for an amount not to exceed an additional One Hundred Seventy-Six Thousand Ninety-Six Dollars (\$176,096.00); this brings the total cost for the design project to Seven Hundred Two Thousand Seven Hundred Ninety-Nine Dollars (\$702,799.00); and
- WHEREAS, a copy of the second addendum with Aztec that was approved by the Board of Public Works on October 29, 2019, is attached to this Resolution as Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form ("Amended Form") which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

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

- 1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
- 2. The RDC approves funding in an amount not to exceed a total of Seven Hundred Two Thousand Seven Hundred Ninety-Nine Dollars (\$702,799.00) for the Services.
- 3. The Payment authorized above may be made from the Consolidated TIF (West 17th Street). The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
- 4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2022.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President	
,	
ATTEST:	
Mary Alice Rickert, Secretary	
Date	



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

This Addendum #2 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. ("Agreement") for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

- 1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and the Consultant states: "The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract." The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit F, which is attached to this Addendum and incorporated herein.
- 2. Compensation: The Additional Services are in the amount of One-Hundred Seventy-Six Thousand Ninety-Six dollars (\$176,096.00) as specified in Exhibit F. The Additional Services increase the design cost of the Project to a total amount of Seven-Hundred Two Thousand Seven-Hundred Ninety-Nine dollars (\$702,799.00).
- 3. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Updates to the schedule are provided in Exhibit F.
- 4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

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

CITY OF BLOOMINGTON	CONSULTANT
By:	By: du fe
Kyla Cox Deckard, President Board of Public Works Date:	Adrian Reid, P.E. Associate Vice President, AZTEC Date: October 29, 2019
By: Terri Porter, Director Dept. of Planning and Transportation Date:	
By:	

Exhibit F Additional Services

A. Additional topographic survey

Additional services by AZTEC's survey subconsultant, Bledsoe Riggert Cooper James (BRCJ), were necessary to complete the project design. Exhibit E included in Contract Addendum #1 included three components to the additional services: ROW staking, additional survey, and a route plat survey. Exhibit F adds the following to topographic survey:

Additional survey for the project includes Fountain Drive farther to the west of the proposed intersection improvement of Fountain and Crescent Road for purposes tying the new alignment of Fountain to the existing. Additional survey will also capture recently completed improvements for a site development on Crescent Road. The total amount of additional survey is \$2,500.00, \$1,800.00 of which was included in Addendum #1. The quote is attached to Exhibit F and adds \$700.00 in survey to the contract.

The total additional survey is \$700.00 which brings the total amount to \$28,208.00.

B. Additional geotechnical services

Addendum #1 to the contract included the full scope of geotechnical services for the project, adding additional borings and pavement design. Addendum #2 refines the estimate based on site reconnaissance to include the following:

- An additional location for a retaining wall boring to replace an existing retaining wall along Crescent Road.
- 2. An additional location for retaining wall borings for a new retaining wall along Crescent Road between the road and multiuse path adjacent to Crescent Point subdivision.
- 3. Traffic control for geotechnical operations on Fountain Drive and Crescent Road to maintain traffic without road closures due to the route being an active detour for construction on 17th Street.

The total of additional geotechnical services is \$7,330.00, which brings the total amount to \$29,494.00.

C. Waters Report

Addendum #2 includes a Waters Report. The purpose of the report is to determine the presence of jurisdictional wetlands, waterways, and floodplains. The initial scope and preliminary investigation do not indicate any waterbodies exist in the project area. There is an existing detention basin between Adams Street and Fountain Drive. There is also no indication that the basin is a wetlands, but environmental approvals for the project require confirmation that no jurisdictional waters are present from the United States Army Corps of Engineers (USACE). This creates the need for a Waters Report which will include the following services:

- 1. Field Data Collection. Our sub will conduct a desk review of available maps and data to determine wetland areas and an on-site evaluation of soils, hydrology, plants, etc. to determine the presence, if any, of wetlands. These will be mapped on project plans and documented with photos.
- 2. Waters of the U.S. Report. From the data collection, our sub will generate a formal report to be utilized in preparation of the NEPA document for the project and any permit applications such as a 401/404.

The total for additional services for a Waters Report is \$3760.00. Exhibit F.4 contains a more detailed description of the services that will be provided.

D. Archaeological Investigation

The Early Environmental Coordination feedback from INDOT's Cultural Resources Office (CRO) added a requirement for a Phase 1a archaeological investigation for apparently undisturbed areas in the project corridor. This investigation must be completed by a Department of Historic Preservation and Archaeology (DHPA) qualified professional with INDOT prequalification category 5.9.

AZTEC proposes that Green 3 conduct the site archaeological investigation. Addendum #2 includes fees for field investigation and analysis of undisturbed areas and for the project corridor as a whole. Green 3's scope and fee is included in Exhibit F.4. for an additional amount of \$4,706.00.

E. Revised Right-of-Way Acquisition Services

Addendum #2 revises contract language specific to one subconsultant to facilitate a change to the ROW team who will provide acquisition services for the contract. The team will include a Title Search company, an Appraiser, a Review Appraiser, and a local Buyer managed by a prequalified subconsultant different from the one named in the contract. The revised ROW Management proposal is included Exhibit F.4.

The estimate for ROW Acquisition Service is derived from the 2019 INDOT Real Estate Services Fee Schedule provided in Exhibit F.4. Because Appraisal Problem Analyses have not occurred, the type of appraisals necessary to complete the work is an estimate. The fees could change if more intensive efforts (e.g. Long Form commercial appraisals, relocations) are necessary. Addendum #2 assumes 20 parcels will need ROW acquisition with 15 commercial and 5 residential parcels.

Contract Addendum #1 included \$78,800 for ROW Engineering and Services that only included Appraisal Problem Analyses. Addendum #2 includes the full scope of ROW Acquisition services as described for an additional amount of \$159,600 for a total of \$238,400 in ROW Engineering and Acquisition Services.

F. Schedule Update

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

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

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)
Notice to Proceed	December 15, 2017	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change

Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020
Stage III (100%) Plans	May 29, 2020	No change	No change
Bid Opening/Award	November 2020	No change	No change

Exhibit F

Index of Appendices

- F.1. Original Contract Fee Estimate including Addendum #01
- F.2. Addendum #2 Scope and Fee Estimate
- F.3. Revisions to Contract
- F.4. Subconsultant Estimates and Support Documents

F.1. Original Contract Fee Estimate Including Addendum #1

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC. Project Name: B-Line Exension Project

320 W. 8th Street, Suite 100 City Project Number: DES#1700735 Bloomington, IN 47404 AZTEC Project No.: INMUN1716

Phone: 812-717-2555 Date: December 11, 2018 Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours		ge Hourly ng Rate	La	bor Costs			
Senior Project Manager	123	\$	181.47	\$	22,321			
Senior Project Engineer	222	\$	181.47	\$	40,286			
Project Engineer	567	\$	155.82	\$	88,350			
Engineer/Designer	878	\$	136.79	\$	120,102			
Technician/Drafter	1,261	\$	86.14	\$	108,623			
Project Assistant/Admin.	118	\$	61.30	\$	7,233			
Totals	3,169			\$	386,915			
					Total Est	imated Labor - AZTEC \$	\$	386,915
DIRECT EXPENSES	I.a.	_		æ	242			
Mileage - 9 months x 100 miles/month x \$0.38/mi Full size plan sets - 89 shts @ \$2.00/sht x 1 set x				\$ \$	342 534			
Deliveries to various entities - 9 months x 1 deliveries		eliverv		\$	180			
EDR Radius Report	ποσπιο. π φεστα	onvory		\$	500			
Display boards for Public Meetings (2 meetings @	\$500 per meeti	ng)		\$	1,000			
					Total Dire	ect Expenses - AZTEC \$	\$	2,556
SUB-CONSULTANT WORK (LUMP SUM)		_						
BRCJ - Survey						\$	5	27,508
Hydrogeology - Karst Investigation						\$	\$	5,860
Earth Exploration - Geotechnical Investigation, Pa	avement Design					\$	\$	22,164
Little River Consulting - Ecological investigation						\$	5	2,900
SUB-CONSULTANT WORK (COST PLUS TO M.	AX.)							
BLN - ROW Engineering, Plats, Legal Description	ns, APAs.					\$	\$	78,800
				Sub	consultant	Sub-total (Lump Sum) \$	\$	137,232

Adrian Reid, P.E., Associate Vice President

12/11/2018 DATE

Total Estimated Contract Value \$ 526,703

F.2. Addendum #02 Fee Estimate

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC. Project Name: B-Line Exension Project

320 W. 8th Street, Suite 100 City Project Number: DES#1700735
Bloomington, IN 47404 AZTEC Project No.: INMUN1716
Phone: 812-717-2555 Date: August 6, 2019

Revision: 5

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours		age Hourly ing Rate	Lal	bor Costs		
Senior Project Manager	123	\$	181.47	\$	22,321		
Senior Project Engineer	222	\$	181.47	\$	40,286		
Project Engineer	567	\$	155.82	\$	88,350		
Engineer/Designer	878	\$	136.79	\$	120,102		
Technician/Drafter	1,261	\$	86.14	\$	108,623		
Project Assistant/Admin.	118	\$	61.30	\$	7,233		
Totals	3,169			\$	386,915		
					Total Est	timated Labor - AZTEC	\$ 386,915
DIRECT EXPENSES		_		-			
Mileage - 9 months x 100 miles/month x \$0.38/mil				\$	342		
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x				\$	534		
Deliveries to various entities - 9 months x 1 delive	ries/mo. x \$20/d	elivery		\$	180		
EDR Radius Report Display boards for Public Meetings (2 meetings @	\$500 per moeti	na)		\$ \$	500 1,000		
Display boards for Fublic Meetings (2 meetings @	ε φουσ per meeti	ng)		Φ	1,000		
					Total Dir	ect Expenses - AZTEC	\$ 2,556
SUB-CONSULTANT WORK (LUMP SUM)							
BRCJ - Survey		_					\$ 28,208
Hydrogeology - Karst Investigation							\$ 5,860
Earth Exploration - Geotechnical Investigation, Pa	vement Design						\$ 29,494
Little River Consulting - Ecological investigation +	Waters Report						\$ 6,660
Green 3 - Archaeological Investigation							\$ 4,706
SUB-CONSULTANT WORK (COST PLUS TO MA	AX.)						
ROW Engineering, ROW Mgmt., ROW Acquisition	n Services						\$ 238,400
				Sub	consultant	Sub-total (Lump Sum)	\$ 313,328
					Total Est	imated Contract Value	\$ 702,799

Adrian Reid, P.E., Associate Vice President

8/6/2019 **DATE**

TEAM AZTEC B-Line Exension Project

ROW SERVICES DESCRIPTION	Residential Parcels	Commercial Parcels	Total Parcels	INDOT Fee	Unit	INDOT Fee (Res.)	INDOT Fee (Com)		Total
ROW Engineering (From Revised Estimate)						1			
Permanent Legal Descriptions	5	15	20	\$ 900.00	Ea.				\$ 18,000.00
Temporary Legal Descriptions			5	\$ 350.00	Ea.				\$ 1,750.00
Parcel Plans	5	15	20	\$ 900.00	Ea.				\$ 18,000.00
R/W Plan Development (Incl. Plat #1)	5	15		\$10,000.00	LS				\$ 10,000.00
LRS Updates				\$ 5,000.00	LS				\$ 5,000.00
Parcel Packet Submittal				\$ 1,000.00	LS				\$ 1,000.00
Project Administration				\$ 1,500.00	LS				\$ 1,500.00
Title Search - Residential and Commercial	5	15	20		Ea.	\$ 330.00	\$ 450.00		\$ 8,400.00
Title Search - Updates	2	4	6		Ea.	\$ 75.00	\$ 100.00		\$ 550.00
Appraisal Problem Analyses (APAs)			20	\$ 240.00	Ea.				\$ 4,800.00
ROW Management			20	\$ 1,075.00	Ea.				\$ 21,500.00
Appraisals - Short Form (Commercial, Indsutrial, etc.)			10	\$ 4,300.00	Ea.				\$ 43,000.00
Appraisals - Value Finding			6	\$ 1,830.00	Ea.				\$ 10,980.00
Appraisals - Long Form			4	\$ 4,300.00	Ea.				\$ 17,200.00
Review Appraisals - Short Form			10	\$ 2,050.00	Ea.				\$ 20,500.00
Review Appraisals - Value Finding			6	\$ 920.00	Ea.				\$ 5,520.00
Review Appraisals - Long Form			4	\$ 2,025.00	Ea.				\$ 8,100.00
Misc. Appraisals			1	\$ 2,000.00	Ea.				\$ 2,000.00
Buying Services			20	\$ 1,930.00	Ea.				\$ 38,600.00
Recording fees (\$100/parcel @ 20 parcels)			20	\$ 100.00	Ea.				\$ 2,000.00
Subtotal Data Collection Items									\$ 238,400.00

TEAM AZTEC

B-Line Exension Project

Survey		Cost per		Total
DESCRIPTION	Parcels	Parcel		
Original Contract Amt.				\$ 14,768.00
Additional Survey - Addendum #1				\$ 1,800.00
Additional Survey - Addendum #2				\$ 700.00
ROW Staking (20 parcels)	20	\$ 180.00		\$ 3,600.00
ROW Re-staking (7 parcels)	7	\$ 120.00		\$ 840.00
Route Plat Survey				\$ 6,500.00
Subtotal Survey Items				\$ 28,208.00

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

The original scope and fee proposal includes the following subconsultants and fees in the base contract:

Subconsultant	Service	Amount
BRCJ	Survey	\$27,508.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$22,164.00
Little River Consulting	Ecological Investigation	\$2,900.00
BLN	ROW Engineering, ROW Services	\$78,800.00 (Cost-Plus to Max.)
	SUBTOTAL	\$137,232.00

The revised subconsultant fee amounts and new subconsultants in Addendum #01 are as follows:

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

The revised subconsultant fees in Addendum #02 add \$176,096.00 to the base contract. **Exhibit F.4**. includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

- 1. Additional survey services:
 - a. \$700.00 in additional topographic survey for intersection improvements for the new alignment tiein on Fountain Drive west of Crescent and privately constructed improvements on Crescent Road.
- Additional geotechnical investigation in the amount of \$7,330.00 to include borings for a new retaining wall and replacement of an existing retaining wall adjacent to Crescent Road and for MOT to maintain traffic during geotechnical operations on Crescent and Fountain which are an active detour route for construction on 17th Street.
- 3. Inclusion of a Waters Report in the amount of \$3,760.00 for site investigation and analysis with a written report denoting the presence of water bodies, wetlands, etc.
- 4. Inclusion of Archaeological Investigation services in the amount of \$4,706.00 with written findings as required by the INDOT CRO.
- 5. ROW Engineering modified to replace an existing subconsultant and add new subconsultants providing ROW Acquisition Services including Title Search, APAs, Appraisals, Review Appraisals, Buying Services, and overall management of ROW Acquisition following INDOT guidelines and the Uniform Act. The additional services increase ROW Services from \$78,800.00 to \$238,400.00 and includes 20 parcels with 15 commercial and 5 residential parcels.

F.3. Revisions to Contract

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.
- Drainage design assumes that additional runoff into the Lemon Lane watershed will not be allowed. New storm water outfalls into this watershed will be prohibited.

8. Right-of-Way Engineering Services

- **A.** AZTEC's scope and cost proposal does not include ROW Engineering Services. The following items are anticipated to be included when the full design contract is approved:
 - Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
 - Preparation of Legal Descriptions for parcels requiring acquisition.
 - Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
 - Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
 - ROW Engineering and a route plat survey for the project.
- **B.** AZTEC's anticipates our will utilize a sub-contractor for **ROW Engineering** and **ROW Engineering** Services. will the following company:
 - Beam Longest Neff (BLN) Route plat survey, ROW Engineering, Title Search, APAs

It should be noted that <u>BLN-AZTEC</u> will utilize local <u>firms-subconsultants</u> to assist with Title Search, Appraisals, Buying Services noted in their attached scope.

- C. Assumptions regarding Right-of-Way Acquisition Services include the following:
 - Up to 24 parcels require acquisition. The ROW Acquisition will follow the Uniform Act and the INDOT process utilizing the LRS system.
 - ROW Acquisition Services is anticipated to be added to the scope at a later time.
 - For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.
 - ROW acquisition is "fee simple," so ROW will not be acquired as easement.
 - ROW acquisition documentation will ultimately be submitted to INDOT for formal review of land acquisition via the LPA process using federal funds.

9. <u>Landscape Architecture Services</u>

- **A.** AZTEC's proposed estimate to provide Landscape Architectural design services to 15% plan completion includes the following:
 - Graphics for the early public coordination meeting.
 - Preparation of landscape/trail amenities and design options.

The following items are anticipated to be included when the full design contract is approved:

- For the segments of trail (multiuse path) adjacent to City streets, basic landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
- For the segment of trail (B-Line Extension) on the north side of Indiana Railroad between Adams Street and Fountain Drive, additional aesthetics (light fixtures, benches, pavers, trailhead treatments, etc.) approximating the existing B-Line aesthetics.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.

F.4. Subconsultant Estimates and Support Documents



CONTRACT MODIFICATION FORM

	Project Title:	B-Line Extension ar	nd Multiuse Path	Aztec Project #:	0INMUN17	16
Sub	contractor Name:	Earth Exploration		Amendment No.	<u>kyprogramovanionisti elektriopi kunoraktioni s</u>	1
	Address:	7770 W. New York Indianapolis, IN 462		Client Contract #:	E	
I. Desc	cription of Amend	ment/Modification:				
II. Con	and for MOT du	ring operations in ord ute due to another pi	der to maintain traffic or	wall, pavement design, a potential of the contract of the cont		
	ORIGINAL CON	ITRACT AMOUNT (I	Billing Fee):		\$	12,320.00
	NET CHANGE I	BY AMENDMENTS:				
	# of PREVIOUS (If Applicable)	AMENDMENTS 0	-	Amount:	\$	_
	THIS AMENDM	ENT:			\$	12,174.00
	REVISED CON	TRACT AMOUNT TO	D DATE:		\$	24,494.00
This ful	lly executed amei June 17, 2019	ndment shall become	e part of the Subcontrac	t for Professional Services	· ·	
AZTEC By:	Engineering Gro	oup, Inc.		Earth Exploration By:		
	Adrian Reid		-	Name: Kellen P H	teavin	
Title:	Associate Vice	President	-	Title: Project E	MINER	
Date:	June 17, 2019		=1	Date: 6/11/9	V	- CONTRACTOR (



CONTRACT MODIFICATION FORM

	Project Title:	B-Line Extension an	d Multiuse Path	Aztec Project #:	0INMUN1	716
Sub	contractor Name:	Earth Exploration		Amendment No.		2
	Address:	7770 W. New York S Indianapolis, IN 462		Client Contract #:		
I. Desc	Additional geote			which was added to the de		
	side of the road include flagging the week of Aug	between the road an /MOT and ROW perr	d mulituse path. AZTEC nits with City of Blooming	C field marked wall locations gton as needed. Work will with other work Earth Ex. h.	s. Earth Ex. be conducted	will
II. Con	region. npensation for An	mendment:				
	ORIGINAL CON	NTRACT AMOUNT (E	Billing Fee):		\$	24,494.00
	NET CHANGE	BY AMENDMENTS:				
	# of PREVIOUS (If Applicable)	AMENDMENTS 1		Amount	: \$	
	THIS AMENDM	ENT:			\$	5,000.00
	REVISED CON	TRACT AMOUNT TO	DATE:		\$	29,494.00
This fu	lly executed ame		part of the Subcontract	for Professional Services		
AZTEC	Engineering Gro	oup, Inc.		Earth Exploration		
Ву:	Adu.	RO		Ву:		
Name:	Adrian Reid		. N	lame:		
Title:	Associate Vice	President		Title:		
Date:	August 6, 2019			Date:		

Geotechnical Cost Estimate

B-Line Trail Extension & Intersection Improvements Bloomington, Indiana

		<u>Unit</u>	Unit Price	<u>Total</u>
	DTECHNICAL FIELD			
1.	Mobilization and Field Coordination	4	\$070.00	#070.00
	a. SPT Rig	1 ea	\$270.00	\$270.00
	b. CPT	ea	\$450.00	# CCO 00
	c. Field and utility coordination	1 LS	\$660.00	\$660.00
	d. Field coordination with property owners	4.1.0	#220.00	#220.00
	i. 1 - 10	1 LS	\$320.00	\$320.00
	ii. 11 - 25	LS	\$500.00	
	iii. Over 25	LS 440 mi	\$690.00	# 400.00
0	e. Mileage	140 mi	\$3.50	\$490.00
2.	Truck mounted borings with split spoon sampling	182.5 ft	\$19.00	\$3,467.50
3.	Truck mounted borings with drilling fluid	ft	\$19.00	
4.	Truck mounted core drilling	10 ft	\$39.00	\$390.00
5.	Truck mounted borings a. Truck mounted borings through bedrock or boulders or concrete pavement	e ft	\$39.00	
	b. Bridge deck coring and restoration		\$350.00	
6.	Cone penetrometer testing	ea	φ330.00	
0.	a. Set up	02	\$80.00	
	b. Subsurface profiling	ea ft	\$80.00 \$12.25	
		п	φ12.23	
	Profiling with pore pressure measurement Piezometric Saturation	00	¢02.00	
		ea "	\$93.00 \$14.50	
	ii . Penetration	ft	\$14.50 \$100.00	
	iii. Pore water dissipation testiv. Hydraulic conductivity and consolidation	hr ea	\$190.00 \$75.00	
	d. Profiling with Shearwave Velocity Measurement	ft	\$15.75	
	e. Sample	ea	\$24.00	
7.	Hand or truck soundings	ft	\$12.50	
8.	Hand auger drilling	10 ft	\$13.00	\$130.00
9.	Skid mounted borings with split spoon sampling	ft	\$30.00	ψ130.00
10.	Skid mounted borings using drilling fluid	ft	\$30.00	
11.	Skid mounted core drilling	ft	\$43.00	
12.	Skid mounted boring through bedrock or boulders	ft	\$45.00 \$45.00	
13.	Skid mounted soundings	ft	\$43.00 \$17.50	
14.	Skid Mounted Cone Penetrometer Testing (CPT)	11	ψ17.50	
	a. Set up	ea	\$115.00	
	b. Subsurface profiling	ft	\$17.75	
	c. Profiling with pore pressure measurement	11	ψ17.75	
	i. Piezometric Saturation	ea	\$110.00	
	ii. Penetration	ft	\$20.50	
	iii. Pore Water Dissipation Test	hr	\$220.00	
	iv. Hydraulic Conductivity and Consolidation	ea	\$85.00	
	d. Profiling with Shearwave Velocity Measurement	ft	\$25.00	
	e. Sample		\$32.00	
	ο. σαιτιρίο	ea	φ32.00	

		<u>Unit</u>	Unit Price	<u>Total</u>
15.	Furnishing of a boat		Actual Cost	
16.	Barge set-up expenses			
	a. Navigable water			
	i. Barge set-up	ea	\$6,000.00	
	ii. Rental of support equipment and/or boat		Actual Cost	
	iii. Drill rig down time	hr	\$150.00	
	b. Non-navigable water barge set-up	ea	\$5,000.00	
17.	Additional disassembly and reassembly			
	a. Navigable water	ea	\$2,100.00	
	b. Non-navigable water	ea	\$1,900.00	
18.	Barge mounted borings with split spoon sampling	ft	\$33.00	
19.	Barge mounted core drilling	ft	\$45.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$45.00	
21.	Barge mounted soundings	ft	\$20.00	
22.	Casing through water	ft	\$8.50	
23.	Uncased sounding through water	ft	\$5.50	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	8 ea	\$70.00	\$560.00
	b. Rock core borings	2 ea	\$120.00	\$240.00
25.	Additional 2-in. split spoon sampling	8 ea	\$21.00	\$168.00
26.	3-in. split spoon samples	ea	\$23.00	
27.	3-in. Shelby tube samples	2 ea	\$63.00	\$126.00
28.	Bag samples			
	a. 25-lb sample	ea	\$51.00	
	b. 5-lb sample	6 ea	\$33.00	\$198.00
29.	Field vane shear test	ea	\$115.00	
30.	4½-in. cased hole	ft	\$12.50	
31.	Installation of Geotechnical Instruments			
	a. Inclinometer casing installation	ft	\$15.00	
	b. Piezometer installation up to 25 ft below surface	ea	\$270.00	
	c. Piezometer installation deeper than 25 ft below surface	ea	\$300.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$125.00	
32.	Geotechnical engineer	4 hr	\$120.00	\$480.00
33.	Railroad expenses		Actual Cost	
34.	Twenty-four hour water levels			
	a. Field measurements per borehole	6 ea	\$38.00	\$228.00
	b. PVC slotted pipe	ft	\$6.00	
35.	Special borehole backfilling			
	a. 0 to 30 ft			
	i. SPT	13 ea	\$110.00	\$1,430.00
	ii . CPT	ea	\$46.00	
	b. More than 30 ft			
	i. SPT	ft	\$6.50	
	ii . CPT	ea	\$1.90	
	c. Pavement restoration	10 ea	\$60.00	\$600.00
36.	Dozer rental		Actual Cost	
37.	Traffic control			

		<u>Unit</u>	Unit Price	<u>Total</u>
	a. Flag crew	day	\$1,300.00	
	b. Equipment Rental		Actual Cost	
	c. Flag crew with equipment	2 day	\$1,550.00	\$3,100.00
38.	Centerline surveying	0.14.4.1/0	Actual Cost	* 40.057.50
		Subtotal (Geoted	ennicai Field)	\$12,857.50
GEO	DTECHNICAL LABORATORY			
39.	Sieve analysis for soils	5 ea	\$49.00	\$245.00
40.	Hydrometer analysis	5 ea	\$58.00	\$290.00
41.	Sieve analysis for Aggregates			
	a. Analysis by Washing (AASHTO T-11)	ea	\$77.00	
	b. Analysis by Using (AASHTO T-27)	ea	\$135.00	
42.	Liquid limit	5 ea	\$39.00	\$195.00
43.	Plastic limit & plasticity index	5 ea	\$28.00	\$140.00
44.	Liquid Limit Ratio	ea	\$75.00	
45.	pH test	5 ea	\$15.50	\$77.50
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	
	c. Organic content based on Clorimeter	ea	\$24.00	
47.	Topsoil Tests			
	a. Phosphorus tests	1 ea	\$21.00	\$21.00
	b. Potassium tests	1 ea	\$21.00	\$21.00
48.	Moisture Content Tests			
	a. Moisture Content Test (Conventional)	70 ea	\$6.75	\$472.50
	b. Moisture Content Test (Microwave)	ea	\$8.20	
49.	Expansion Index of Soils	ea	\$235.00	
50.	Specific Gravity Test	5 ea	\$36.00	\$180.00
51.	Unit weight determination	5 ea	\$17.50	\$87.50
52.	Hydraulic Conductivity Test			
	a. Constant Head	ea	\$235.00	
	b. Falling Head	ea	\$285.00	
53	a. Unconfined Compression Test	5 ea	\$45.00	\$225.00
	b. Remolding of soil samples with chemical admixtures in			
	chemical soil modification/stabilization			
	(3 samples is equal to 1 unit)	ea	\$115.00	
	c. Point Load Strength Index of Rock	ea	\$43.00	
54	Compressive Strength and Elastic Moduli of Intact Rock		©440.00	
	a. Compressive Strength of Intact Rock	ea	\$110.00	
	b. Elastic Moduli of Intact Rock	ea	\$430.00	
55	Consolidation Test	ea	\$450.00	
56	Triaxial test		# 050.00	
	a. Unconsolidated - Undrained (UU)	ea	\$350.00	
	b. Consolidated - Undrained (CU)	ea	\$520.00 \$735.00	
	c. Consolidated - Drained (CD)	ea	\$725.00	
	d. Pore Pressure measurement with a. or b.	22	\$250.00	
	and use of back pressure for saturation	ea	φ230.00	

		<u>Unit</u>	Unit Price	<u>Total</u>
57	Direct Shear Test	ea	\$530.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	\$140.00	
	b. Modified Proctor	ea	\$155.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$525.00	
	b. Subgrade Resilient Modulus	ea	\$620.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$380.00	
	b. Cohesive or Expansive Soils	ea	\$450.00	
61	Water Soluble Sulfate Test	4 ea	\$105.00	\$420.00
62	Water Soluble Chloride Test	ea	\$105.00	
63	Soil Resistivity Test	ea	\$135.00	
64	a. Slake Durability Index Test	ea	\$125.00	
	b. Jar Slake Test	ea	\$13.25	
		Subtotal (Geotechnica	l Laboratory)	\$2,446.50
GEO	DTECHNICAL ENGINEERING			
65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$2,000.00	\$2,000.00
	Each additional mile	mi	\$700.00	
	b. With soil subgrade investigation			
	First mile	LS	\$2,500.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			
	a. C, Ø or C & Ø analysis	ea	\$770.00	
	b. Corrective measures	ea	\$770.00	
	c. Stage construction corrective method	ea	\$1,340.00	
70	Bridge foundation analysis and recommendations			
	a. Shallow foundation	ea	\$475.00	

		<u>Unit</u>	Unit Price	<u>Total</u>
	b. Deep foundation			
	i. Deep foundation analyses	ea	\$840.00	
	ii. Wave equation analyses	ea	\$325.00	
	iii. Liquefaction analysis	ea	\$260.00	
	iv. Group - 3D analysis	ea	\$420.00	
	c. Settlement analysis for bridge pier foundation			
	i. Bridge pier	ea	\$380.00	
	ii. Embankment plus pier	ea	\$420.00	
	iii. Embankment plus pier plus all other loads	ea	\$485.00	
	d. Foundation on bedrock	ea	\$370.00	
71	Retaining structure analysis recommendations			
	a. Conventional retaining structures and other types such			
	as MSE Walls and Bin walls			
	i. Shallow foundation	1 ea	\$860.00	\$860.00
	ii. Deep foundation	ea	\$1,130.00	
	iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
	b. Pile retaining structure analysis and recommendations			
	i. Free standing structure	ea	\$1,000.00	
	ii. Retaining structure with tie-back system	ea	\$1,450.00	
	c. Drilled-in-pier retaining structure analysis			
	i. Free standing structure	ea	\$1,025.00	
	ii. Retaining structure with tie-back system	ea	\$1,470.00	
	d. Soil nailing wall analysis	ea	\$990.00	
72	Seepage analysis	ea	\$1,400.00	
73	Deep dynamic compaction analysis	ea	\$1,400.00	
	Subtotal (Geote	chnical E	Engineering)	\$2,860.00
COI	Subtotal (GeotenSTRUCTION INSPECTION AND MONITORING	echnical I	Engineering)	\$2,860.00
<u>COI</u>		e chnical I day	Engineering) \$1,600.00	\$2,860.00
	NSTRUCTION INSPECTION AND MONITORING		-	\$2,860.00
74	NSTRUCTION INSPECTION AND MONITORING Pressuremeter testing services	day	\$1,600.00	\$2,860.00
74 75	Pressuremeter testing services Mobilization of testing equipment	day LS	\$1,600.00 \$160.00	\$2,860.00
74 75	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation	day LS hr	\$1,600.00 \$160.00 \$75.00	\$2,860.00
74 75 76	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector	day LS hr	\$1,600.00 \$160.00 \$75.00 \$75.00	\$2,860.00
74 75 76 77	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing	day LS hr	\$1,600.00 \$160.00 \$75.00 \$75.00	\$2,860.00
74 75 76 77	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing	day LS hr hr	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost	\$2,860.00
74 75 76 77	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT)	day LS hr hr	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost	\$2,860.00
74 75 76 77 78	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD)	day LS hr hr hr	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00	\$2,860.00
74 75 76 77 78	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis	day LS hr hr hr ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00 \$1,025.00	\$2,860.00
74 75 76 77 78 79 80	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test	day LS hr hr hr ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00 \$1,025.00	\$2,860.00
74 75 76 77 78 79 80 81	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test	day LS hr hr hr ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00 \$1,025.00 \$1,025.00 Actual Cost	\$2,860.00
74 75 76 77 78 79 80 81 82	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00	\$2,860.00
74 75 76 77 78 79 80 81 82 83	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis Final construction inspection report Subtotal (Construction Inspection)	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00	\$2,860.00
74 75 76 77 78 79 80 81 82 83	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis Final construction inspection report Subtotal (Construction Inspect	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00 Monitoring)	\$2,860.00
74 75 76 77 78 79 80 81 82 83	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis Final construction inspection report Subtotal (Construction Inspection Insp	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00 Monitoring)	\$2,860.00
74 75 76 77 78 79 80 81 82 83	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis Final construction inspection report Subtotal (Construction Inspection b. Borehole test/Pier or foundation b. Borehole test/Pier or foundation	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00 Monitoring)	\$2,860.00
74 75 76 77 78 79 80 81 82 83	Pressuremeter testing services Mobilization of testing equipment a. Monitoring geotechnical instrumentation b. Field Inspector Integrity testing Field Compaction Testing a. Dynamic Cone Penetration Test (DCPT) b. Light Weight Deflectometer Test (LWD) Dynamic pile analysis Static load test Dynamic pile load test CAPWAP-C analysis Final construction inspection report Subtotal (Construction Inspection Insp	day LS hr hr hr ea ea ea	\$1,600.00 \$160.00 \$75.00 \$75.00 Actual Cost \$75.00 \$1,025.00 \$1,025.00 Actual Cost \$480.00 \$925.00 Monitoring)	\$2,860.00

			<u>Unit</u>	Unit Price	<u>Total</u>			
GEOTECHNICAL PROJECT MANAGEMENT								
8	86	Project Management						
		a. Project Coordination	mi	\$1,620.00				
		b. Project Website	LS	\$3,420.00				
8	87	Geotechnical Review						
		a. Structure Report	ea	\$325.00				
		b. Roadway Report	mi	\$275.00				
	Subtotal (Non-Destructive, Geophysical and Project Management)							
į	PAV	EMENT INVESTIGATION						
	1.	Mobilization of coring equipment	LS	\$200.00				
:	2.	Mobilization mileage for coring equipment	mi	\$1.85				
;	3.	Pavement core (partial depth)	ea	\$125.00				
4	4.	Pavement core (full depth)	ea	\$190.00				
į	5.	Sub-base sample	ea	\$60.00				
(6.	Cement concrete pavement core density determination	ea	\$33.00				
-	7.	Cement concrete core compressive strength test	ea	\$31.50				
8	8.	Bituminous extraction test	ea	\$84.00				
,	9.	Sieve analysis of extracted aggregate test	ea	\$56.00				
	10.	Recovery of asphalt from solution by Abson method	ea	\$350.00				
	11.	Theoretical maximum specific gravity test	ea	\$70.00				
	12.	Bulk specific gravity test	ea	\$30.00				
	13.	Air voids calculation	ea	\$28.00				
	14.	Core report for partial depth core	ea	\$34.00				
	15.	Core report for full depth core	ea	\$42.00				
	16.	Pavement analysis and report	ea	\$770.00				
		Subtotal (F	Pavement Ir	nvestigation)				

Summary of Fees

Geotechnical Field	\$12,857.50
Geotechnical Laboratory	\$2,446.50
Geotechnical Engineering	\$2,860.00

Construction Inspection and Monitoring

Non-Destructive, Geophysical and Project Management

Pavement Investigation

Geotechnical Total \$18,164.00

Pavement Design (Intersection and Trail) \$4,000.00

Estimated Total \$22,164.00



CONTRACT MODIFICATION FORM

Project Title:	B-Line Extension and Multiuse Path	Aztec Project #:	0INMUN1716		
Subcontractor Name	e: Little River Consultants	Amendment No.		1	
Address:	9675 South CR 100 East Clayton, IN 46118	Client Contract #:			
I. Description of Amer	ndment/Modification:				
document and	ection and creation of a formal waters re I to request USACE determination on war Work to be completed within 3-weeks of 5 weeks	ters of the US within the project area			
II. Compensation for A	Amendment:				
ORIGINAL CO	ONTRACT AMOUNT (Billing Fee):		\$	2,900.00	
NET CHANGE	E BY AMENDMENTS:				
# of PREVIOL (If Applicable)	JS AMENDMENTS 1	Amount:	\$	<u>-</u>	
THIS AMEND	MENT:		\$	3,760.00	
REVISED CO	NTRACT AMOUNT TO DATE:		\$	6,660.00	
This fully executed am dated July 17, 2019	nendment shall become part of the Subco	entract for Professional Services			
AZTEC Engineering G	Group, Inc.	Little River Consultant	S		
By: Ada	·RO	By: a. Rach	Bolen	_	
Name: Adrian Reid		Name: A. Rachele Baker		_	
Title: Associate Vice	e President	Title: Chief Ecologist		_	
Date: July 17, 2019	Date: July 17, 2019 Date: July 17, 201				

June 4, 2019

Michael Myers **Environmental Services Division Lead AZTEC** Engineering 4561 East McDowell Road Phoenix. Arizona 85008

Subject: Proposal for Waters Report

> B-Line Trail Expansion Bloomington, Indiana

Project 19-018

Dear Mr. Myers:

Little River Consultants is pleased to provide you with this proposal for wetland and stream services for expansion of the B-Line Trail in Bloomington, Indiana. The project will connect the existing B-Line Trail Terminus at Adams Street with the multiuse path on the 17th Street I-69 overpass. The current proposed route for the new trail would follow the railroad corridor from Adams Street to Fountain Drive (Vernal Pike), Fountain Drive from the railroad corridor to Crescent Road, and Crescent Road from Fountain Drive to 17th Street. Little River Consultants has previously provided a cursory assessment of biological and water resources along the proposed route. As the project has progressed, a more formal Waters Report is needed to document stream and wetland resources within the project limits.

The USGS quad map of the area shows no blue line streams within the project boundary, the NWI map and the FIRM show no wetlands or floodplains within or near the project limits, and the soils mapped within the project limits are not hydric and contain no hydric soil components. Aerial photography does not indicate the presence of wet areas or drainageways within the project limits.

An onsite inspection revealed three channels and two wetland areas near the study limits. A formal delineation of jurisdictional areas within the study area will provide the information needed for the NEPA document and permitting process. The resulting Waters Report will follow the Indiana Department of Transportation (INDOT) template. Based on our current understanding of the project, we propose the following services in support of this project.

SCOPE OF SERVICES

The purpose of these services is to identify and delineate the boundaries of jurisdictional wetlands and streams within the study area, and prepare a written report of the findings in a format suitable for use in preparation of the National Environmental Policy Act (NEPA) document, and inclusion in future Clean Water Act (CWA) Section 404/401 permit applications, if needed.

Task 1 – Field Data Collection: Little River staff will conduct an assessment of wetland and stream resources present onsite. Prior to onsite data collection, we will review available maps and data to determine likely boundaries of wetland areas. Once onsite, we will evaluate soils, hydrology, plant communities, and topography to determine the boundaries of onsite wetlands in accordance with the 1987 Army Corps of Engineers Wetland Delineation Manual and the 2012 Eastern Mountain and Piedmont Regional Supplement. Any wetland areas will be evaluated for connectivity to other Waters of the US. Wetland boundaries will be mapped using sub-meter accurate GPS for inclusion on site plans and for calculating impacts for permit applications. The current condition of the project area will be photo-documented. In addition, evidence of wetland hydrology, locations of data points, and soil profiles will also be photo-documented. The location of data points and photo points will be recorded using sub-meter accurate GPS and included in report exhibits. Channel dimensions and the ordinary high water mark will be measured and recorded. Each channel will be evaluated to determine jurisdictional status.

Task 2 – Waters of the US Report: From the data collected onsite, we will generate a formal Waters of the US Report in a format appropriate for use in preparation of the NEPA document, and for inclusion in CWA Section 404/401 permit applications, and in compliance with the INDOT template. The report will include our opinion on whether any drainageways or wetlands delineated onsite fall within the US Army Corps of Engineers' (USACE) jurisdiction. The report will include a section that summarizes the different permitting scenarios associated with proposed wetland and stream impacts. As attachments, the report will include exhibits showing the project vicinity, USGS Topographic Map, National Wetland Inventory Map, Soil Survey Map, FEMA Flood Map, and aerial photography. An exhibit will also be created that shows location of jurisdictional creeks, mapped wetland boundaries, location of site photographs, and location of wetland data points. Wetland Data Sheets and site photographs will be included as appendices.

This proposal does not include preparation of a NEPA document, permit applications, or a wetland mitigation plan, but can be amended to include those services if needed. This proposal also does not include tasks associated with Construction in a Floodway permit applications or consultation with the US Fish & Wildlife Service regarding threatened and endangered species.

ESTIMATED FEE

We propose to bill you on a Lump Sum basis upon completion of Task 1 and Task 2. Payment shall be due within 30 days of invoice date. The Lump Sum amounts include all direct and indirect expenses incurred during execution of the work described above. This cost estimate is based on the scope of services described above, the project alignment supplied on November 29, 2017, and on our current understanding of the project. This cost estimate is for evaluation of the current proposed alignment only. Should alternative alignments require assessment, this proposal can be amended. The estimated fee to complete Tasks 1 and 2 is:

Task 1: Field Data Collection	\$1,810.00
Task 2: Waters of the US Report	\$1,950.00
Total	\$3760.00

SCHEDULE

Little River can initiate work on this project within three weeks of your notice to proceed (NTP). We will coordinate with you regarding access to the project area. Completion of the fieldwork will be contingent on site access and weather, but is estimated to require 3 weeks from NTP to complete. The summary report can be completed within two weeks of completion of field work.

CLOSING

We appreciate the opportunity to propose on this project and are confident our depth of experience on similar projects will be an asset to this project. Please feel free to contact me at 317-702-7291 or at rachele@littleriverconsultants.com if you have any questions regarding this proposal.

Sincerely,		
a. Rachl Bolen		
A. Rachele Baker, PWS, CPESC Chief Ecologist		
Proposal Acceptance		
Signature	Date	



CONTRACT MODIFICATION FORM

	Project Title:	B-Line Extension ar	nd Multiuse Path	Aztec Project #:	0INMUN17	16
Sub	contractor Name:	Earth Exploration		Amendment No.	<u>kyprogramovanionisti elektriopi kunoraktioni s</u>	1
	Address:	7770 W. New York Indianapolis, IN 462		Client Contract #:	E	
I. Desc	cription of Amend	ment/Modification:				
II. Con	and for MOT du	ring operations in ord ute due to another pi	der to maintain traffic or	wall, pavement design, a potential of the contract of the cont		
	ORIGINAL CON	ITRACT AMOUNT (I	Billing Fee):		\$	12,320.00
	NET CHANGE I	BY AMENDMENTS:				
	# of PREVIOUS (If Applicable)	AMENDMENTS 0	-	Amount:	\$	_
	THIS AMENDM	ENT:			\$	12,174.00
	REVISED CON	TRACT AMOUNT TO	D DATE:		\$	24,494.00
This ful	lly executed amei June 17, 2019	ndment shall become	e part of the Subcontrac	t for Professional Services	· ·	
AZTEC By:	Engineering Gro	oup, Inc.		Earth Exploration By:		
	Adrian Reid		-	Name: Kellen P H	teavin	
Title:	Associate Vice	President	-	Title: Project E	MINER	
Date:	June 17, 2019		=1	Date: 6/11/9	V	- CONTRACTOR (



SCOPE OF SERVICES

JULY 24, 2019

Aztec Engineering is requesting an archaeological records review and fieldwork for the proposed extension of the B-Line Trail in the City of Bloomington. Aztec Engineering will enter a subconsultant agreement with Green 3, LLC who will be in charge of completing the archaeological study.

Client Contact:

Mike Myers, <u>MMyers@aztec.us</u>
Environmental Services Division Lead
P: 602-454-0402

Project Location:

The trail commences at the intersection of 17th Street and Crescent Road and terminates at just north of the intersection of the railroad and Adams Street. The trail will run east of North Crescent Road and Vernal Pike, as well as north of the railroad. Specifically, the extension is in the northwestern quarter of Section 32, Township 9 North, Range 1 West, Bloomington Township, Monroe County.

Project Scope:

Based on information received on July 22, 2019 and a review of the trail by the Indiana Department of Transportation's Cultural Resources Office, it was determined that parts of the southern and central sections might traverse through undisturbed soils. Because of this, it was recommended that a Phase Ia archaeological survey will be needed for the potentially undisturbed areas. The entire project will be investigated to verify locations of undisturbed soils.

Green 3, LLC Level of Work and Deliverables:

- Archaeological Desktop Records Review
- Visual examination of the entire trail and photo documentation of disturbed areas
- Phase Ia archaeological survey of potentially undisturbed areas
- Archaeological Report that presents the findings of the review and fieldwork, as well as recommendations concerning
 any archaeological sites that might be documented during the study
- Notice of entry letters to affected property owners

Tasks Not Covered under This Proposal:

Additional Archaeological Fieldwork (i.e., Phase II investigation of a site(s))

The fee for the necessary archaeological services will be \$4,706 and will be billed lump sum based on percent complete. The task and hourly breakdown for each service is attached.

If you agree with the terms and conditions listed above, please sign this agreement below and return to Green 3, LLC. Receipt of the signed agreement will serve as our notice to proceed, unless otherwise directed by client. Thank you, and we look forward to working with you!

Green 3, LLC 1104 Prospect Street Indianapolis, IN 46203 317.634.4110

Erin Malyan
Erin Mulryan, MPA
President
Client Attention
Client- Aztec Engineering
IC:
(Signature)
(Printed Name and Title)
(Timed Name and Time)
(Date)

Kind Regards,

Name of Project: B-Line Trail Extension

Des. 1700735

Job Type: Phase la Archaeological Investigation

Contact Information:

AZTEC Engineering Attention: Mike Myers 4561 East McDowell Road

Phoenix, Arizona 85008



Green 3, LLC Historic Fountain Square 1104 Prospect Street Indianapolis IN 46203

Date: July 24, 2019 Fee Justification

Task Description	Princ	cipal / QP	Fie	eld Director	Intern	Totals
Project Administration		1.0		1.0	0.0	2.0
Notice of Entry Mailings (Affected Property Owners)		0.0		1.0	2.0	3.0
Records Review		0.0		5.0	0.0	5.0
Field Investigation		0.0		14.0	0.0	14.0
Laboratory Analysis		0.0		4.0	0.0	4.0
Report Write-up		2.0		20.0	0.0	22.0
Correspondence with INDOT CRO		1.0		2.0	0.0	3.0
Total Hours		4.0		47.0	2.0	53.0
	<u>\$</u>	130.00	\$	80.00	\$ 12.00	
Fee	\$	520.00	\$	3,760.00	\$ 24.00	\$ 4,280.00
Expenses: Printing						\$10.00
Archaeological Records	Reviev	w at SHPO	(\$7	0/hour) x 2		\$140.00
GIS Analysis						\$200.00
Mileage (100 miles x 0.	38 / m	ile; 2 field	day	s)	 	\$76.00
Total Fee For Archaeological Services						\$4,706.00



REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way that has to be acquired to clear the project(s) for construction, in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT. The current version of the INDOT Real Estate Manual is located at http://www.in.gov/indot/2493.htm. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1.075 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment (including completion of the INDOT Real Estate Cost Estimate Spreadsheet) in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

The \$130 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Waiver Valuations Include: all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Appraisal Reports Include: all processes, procedures and observations to complete an appraisal report per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Vaiver Valuation: Any Property Type (Improved or Unimproved)	\$645
/alue Finding: Any Property Type (Improved or Unimproved)	\$1,830
Short Form: Any Property Type (Improved or Unimproved)	\$2,690
Short Form: Residential / Ag (with affected improvements or a total take)	\$3,010
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,300
ong Form: Any Property Type (Unimproved)	\$3,230
Long Form: Residential / Ag (Improved)	\$4,300
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,760
Excess Land Appraisal	\$615

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

Review Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Appraisal Review Reports Include: all processes, procedures and observations to complete a review of an appraisal or waiver valuation per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$240
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$380
Value Finding: Any Property Type (Improved or Unimproved)	\$920
Short Form: Any Property Type (Improved or Unimproved)	\$1,290
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,455
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,050
Long Form: Any Property Type (Unimproved)	\$1,535
Long Form: Residential / Ag (Improved)	\$2,050
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,950

Buying Services

Buying Assignments Include: all processes, procedures and observations to complete the total or partial acquisition of real estate, the obtaining of temporary or access rights, or buying review, as each case may be per Scope of Work assignment, and in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Total/Partial Acquisition	\$1,930
Temporary/Access Rights	\$1,605
Buying Review	\$310

Relocation Services

Relocation Assignments Include: all processes, procedures and observations to complete the activities for relocation of residential or business owners or tenants, or personal property, or review of relocation activities, as each case may be per Scope of Work assignment, and in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day Notice is issued - 30% payment when R/W is cleared.	\$3,865
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when R/W is cleared.	\$3,865
Personal Property Only	70% payment when move is determined and approved by INDOT and 90-Day Notice is issued - 30% payment when RW is cleared.	\$1,615
Residential and Business Review	100% once the parcel is compliant and closed.	\$1,075
Personal Property Move Only Review	100% once the parcel is compliant and closed.	\$410



The above Fee Schedule will be effective for all new assignments (issued Purchased Orders) made on or after January 1, 2019. Any deviation from the above established fees will require pre-approval from a Manager in INDOT's Real Estate Department.



City of Bloomington Redevelopment Commission AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

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

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

The project is included in the BMCMPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$1,150,000 in federal funds for construction and construction inspection.

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

This Project will serve the Consolidated TIF's allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17th, 2018 End Date: July 31st, 2022

Financial Information:

Estimated full cost of project:	\$2,975,579 \$3,267,799
Sources of funds:	
Cum-Cap Dev (601)	\$132,999 \$133,000
General Fund (101)	\$200,000 \$81,450
Federal Funding	\$1,150,0001
Consolidated TIF	\$1,492,580 ² \$1,903,349 ²

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

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$702,799	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$530,000	Oct 2019 – May 2020
4	Construction	\$ 1,540,250 \$1,800,000	Apr 2021 – Nov 2021
5	Construction Engineering	\$192,530 \$225,000	Apr 2021 – Nov 2021

TIF District: Consolidated TIF (West 17th Street)

Resolution History: Res. 19-91 – Approval of Project Review Form

Res. 19-98 – Approval of Funding for Second Addendum

<u> </u>	*	 _
Approved on		
By Resolution	by a vote of	

To Be Completed by Redevelopment Commission Staff:

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

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

19-99 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR LIGHTING IMPROVEMENTS 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, in Resolution 19-70, the RDC approved funding in the amount of \$8,280.00 for an improved and more efficient HVAC system; and
- WHEREAS, as part of the continued improvements to the BCT and in an effort to advance greater energy efficiency throughout the City, City Staff believe it is in the best interest of the BCT and the City to install new LED stage lighting in the theater; and
- WHEREAS, City Staff and the BCT solicited and evaluated quotes and identified the quote from Indianapolis Stage Sales and Rentals, Inc., for \$49,125.40, as the best response for the most efficient system, which is attached to this Resolution as Exhibit A; and
- WHEREAS, the new lighting system will upgrade the building by improving the efficiency and the capability of the stage lighting ("Imrovement"); and
- WHEREAS, there are available funds in the 2019 Partnership Agreement Consolidated TIF Allocation to pay for the upgrade, and \$16,594.60 will remain of the allocated TIF funds for the agreement for the remainder of 2019; and

WHEREAS, this lighting efficiency 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 \$49,125.40 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 December 31, 2019, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President	
ATTEST:	
Mary Alice Rickert, Secretary	
Date	

INDIANAPOLIS STAGE SALES AND RENTALS, INC. 905 MASSACHUSETTS AVE. INDIANAPOLIS, IN 46202 317-635-9430 ~ WWW.INDYSTAGE.COM ~ Fax 317-635-9433

QUOTE SALESPERSON: Aaron Seelig DATE: 9/4/2019 **Buskirk-Chumley Theatre** PROJECT: LED Quote 2 CUSTOMER: Contact Name: Skylar Delk QUOTE #: 0919-06 sdelk@buskirkchumley.org Contact E-mail: Contact Phone: 812-318-6195 Terms: Net 15 (approved accounts) Ship Via: Freight: Included ITEM QTY MFG. PART# **DESCRIPTION EACH TOTAL Fixtures** 1.0 8 ETC S4LEDS2LS-0 Series 2 Lustr, Black, Edison 1,771.40 14,171.20 16 ETC S4LEDS2LS-0 Series 2 Lustr, Black, Stage Pin 1,771.40 2.0 28,342.40 36° EDLT lens tube, black 3.0 8 ETC 436EDLT 206.70 1,653.60 4.0 12 ETC 426EDLT 26° EDLT lens tube, black 206.70 2,480.40 5.0 4 ETC **419EDLT** 19° EDLT lens tube, black 206.70 826.80 **Accessories** PowerCon Extension, 5' PE700J-5-27.00 432.00 6.0 16 Lex DMX-5P-100 5-pin DMX cable, Neutrik, 100' 80.80 7.0 1 Lex 80.80 8.0 2 Lex DMX-5P-50 5-pin DMX cable, Neutrik, 50' 51.70 103.40 2 5-pin DMX cable, Neutrik, 10' DMX-5P-10 29.20 58.40 9.0 Lex 5-pin DMX cable, Neutrik, 5' DMX-5P-5 26.30 420.80 10.0 16 Lex 11.0 24 **ISSR** SC Safety Cables, Black 4.90 117.60

Notes

Quote is for materials and shipping only.		
This quote is valid for 30 days and must be verified for purchase outside this time frame.		
Shipping cost is Firm as quoted.	Shipping:	438.00
Invoices over \$1,000.00 paid by credit or debit card are subject to a 3% surcharge.	Onipping.	430.00
U:\3 Customers\Buskirk Chumley Theatre\[LED Quote 2 0919-06.xlsx]Wksheet	Total:	49,125.40
O.10 Customers/Duskirk Chamley Theatre/[LED Quote 2 0919-00.xisk]Wksheet	rotai.	49,123.40
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Maron	Leelie)

by:

Aaron Seelig Outside Sales

19-100 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ENVIRONMENTAL TESTING FOR THE DIMENSION MILL

- WHEREAS, on September 6, 2016, the Redevelopment Commission of the City of Bloomington ("RDC") approved a Project Review & Approval Form ("Form") authorizing a project to renovate the Dimension Mill for use as tech office space (the "Project") in the portion of the CTP commonly known as The Trades District in Resolution 16-55; and
- WHEREAS, Dimension Mill, Incorporated ("DMI"), entered into a lease agreement with the RDC to operate the Mill as a shared-office space for technology startups and entrepreneurs; and
- WHEREAS, as part of the renovation of the Mill, much of the renovation work was guaranteed for one year from substantial completion, and notification of substantial completion was provided to DMI on February 21, 2019; and
- WHEREAS, DMI has requested, and the City has agreed to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in one of the offices in the Dimension Mill ("Services"); and
- WHEREAS, the City has solicited a bid from VET Environmental Engineering, LLC ("VET"), for an amount not to exceed One Thousand One Hundred Six Dollars and Fifty Cents (\$1,106.50) to perform the Services; and
- WHEREAS, the agreement with VET is attached to this Resolution as Exhibit A; and
- WHEREAS, the RDC has available funds in its revenue account to pay for the Services;

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

- 1. The RDC reaffirms its approval of the Project, which is the renovation and improvement of the Dimension Mill.
- 2. The RDC hereby approves the agreement for environmental testing in an amount not to exceed One Thousand One Hundred Six Dollars and Fifty Cents (\$1,106.50) for the Services.
- 3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the testing shall come from the RDC's general services account (444-15-150000-53990).

BLOOMINGTON REDEVELOPMENT COMMISSION	
	-
Donald Griffin, President ATTEST:	
ATTEST.	
Mary Alice Rickert, Secretary	
Date	_

4. The funding authorizations contained in this Resolution shall terminate on December 31, 2019, unless otherwise extended by the RDC.

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between <u>VET Environmental Engineering, LLC</u> an Indiana corporation, with office at <u>2335 West Fountain</u> <u>Drive, Bloomington, Indiana 47404</u> and <u>Mr. Alex Crowley. City of Bloomington Redevelopment Commission</u> with office at <u>401</u> North Morton Street, Suite 150, Bloomington, IN 47404 ("CLIENT").

VET Environmental Engineering, LLC agrees to perform the services described in its Cost Estimate dated: October 29, 1. 2019 including attachments and amendments ("SERVICES"). CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and 2. location: Indoor Air Testing, Dimension Mill Suite 112, 642 North Madison Street, Bloomington, Indiana. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and 3. complete): CLIENT will pay on a time and material basis. VET Environmental Engineering, LLC will invoice according to the attached Cost Estimate and Fee Schedule. CLIENT will pay a lump sum of \$0.00 for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL. CLIENT will pay on a time and material basis not to exceed the sum of \$1,106.50. VET Environmental \mathbf{X} Engineering, LLC will invoice according to the Fee Schedule* attached up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing. * VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually. 4. Billing: VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT. 5. Special Provisions: __NONE _X_ ATTACHMENT 6. CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY. CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below. CLIENT - VET Environmental Engineering, LLC

By:

Title:

Name: Sara Rae Hamidovic, MS, PE, CHMM

Date: 10/30/19

By:_____

Date:

- 7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.
- 8. Indemnity / limitation of Liability: Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.
- 9. Hazardous Substances/Hazardous Waste: CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.
- 10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.
- 11. **Documents and Records**: CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.
- 12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.
- 13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.
- 14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.
- 15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.
- 16. **Complete Agreement**: The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404 Phone: (812) 822-0400 Fax: (812) 650-3892 Email: info@vet-env.com

VET Standard Rates 2019

Principal Engineer	\$129/hour
Registered Professional Engineer	\$114/hour
Licensed Professional Geologist	\$93/hour
Project Manager	\$87/hour
Senior Environmental Scientist	\$87/hour
Graduate Engineer	\$87/hour
Graduate Geologist	\$83/hour
Staff Project	\$80/hour
Environmental Scientist	\$72/hour
Ecologist	\$72/hour
Senior Environmental Technician	\$72/hour
Environmental Technician	\$62/hour
GIS Analyst	\$62/hour
Clerical	\$52/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

Cost Estimate - Indoor Air Testing Dimension Mill 642 North Madison Street, Bloomington, Indiana - October 29, 2019

Activity	Note	Units	Type		Unit Cost	Total Cost
Task 1. Sampling						
Field Work	Project Manager	4	hours	@	\$87.00	\$348.00
Indoor Air Sampling	2 Samples (Includes 1 ambient air)	2	each	@	\$166.75	\$333.50
Mileage	Cost per mile	20	each	@	\$0.70	\$14.00
Subtotal						\$681.50
Task 2. Reporting						
Reporting	Registered Professional Engineer	1	hours	@	\$114.00	\$114.00
Reporting	Project Manager	2	hours	@	\$87.00	\$174.00
Reporting	Graduate Engineer	1	hours	@	\$87.00	\$87.00
Office Expenses		1	each	@	\$50.00	\$50.00
Subtotal						\$425.00
Grand Total						\$1,106.50

ADDENDUM TO AGREEMENT between the

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

and

VET ENVIRONMENTAL ENGINEERING, LLC

This Addendum supplements the Letter of Agreement ("Agreement") between the City of Bloomington ("City") and VET Environmental Engineering, LLC ("VET"), for indoor air testing and reporting at the Dimension Mill, 642 N. Madison Street, Suite 112, Bloomington, Indiana, as follows:

- 1. E-Verify: VET is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. VET shall sign an affidavit, attached as <u>Exhibit A</u>, affirming that VET 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 VET Environmental Engineering, LLC

Larry D. Allen City of Bloomington RDC 401 N. Morton Street, Suite 220 Bloomington, Indiana 47404 VET Environmental Engineering, LLC ATTN: Sara Rae Hamidovic 2335 W. Fountain Drive Bloomington, Indiana 47404

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

- 3. Non-Discrimination: VET 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 REDEVELOPMENT COMMISSION	VET ENVIRONMENTAL ENGINEERING, LLC
Donald Griffin, President	Sara Rae Hamidovic, President
Date	

EXHIBIT A

COUNTY OF MONROE E-VERIFY AFFIDAVIT The undersigned, being duly sworn, hereby affirms and says that: 1. The undersigned is theof VET ENVIRONMENTAL ENGINEERING, LLC.
The undersigned, being duly sworn, hereby affirms and says that: 1. The undersigned is theof VET ENVIRONMENTAL ENGINEERING, LLC.
The undersigned is theof VET ENVIRONMENTAL ENGINEERING, LLC.
(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 herby 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: