

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
*McCloskey Conference Room*  
**December 16, 2019**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 18, 2019 and Memorandum of Executive Session for November 18, 2019
- III. EXAMINATION OF CLAIMS** –November 27, 2019 for \$1,128,320.37 and December 13, 2019 for \$1,128,320.37
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 22, 2019 for \$32,107.79 and December 6, 2019 for \$32,072.59
- 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 19-96: CDBG Physical Improvement Funding Agreement between the RDC and Planning & Transportation
  - B. Resolution 19-104: Approval of Project Review and Approval Form for the Convention Center Parking Garage
  - C. Resolution 19-105: Approval of Guaranteed Maximum Price for the Trades District Garage
  - D. Resolution 19-106: Approval of Amended Project Review and Approval Form for Consultant for Fourth Street and Trades District Garages
  - E. Resolution 19-107: Approval of Purchase Agreement for Showers Dry Kiln
  - F. Resolution 19-108: Approval of First Amendment to Inspection Contract for 2<sup>nd</sup> - Bloomfield Road Multimodal Improvement Project
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, November 18, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.***

**I. ROLL CALL**

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

Commissioners Absent: Sue Wanzer

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

Others Present: Jeff Underwood, Controller; Larry Allen, Attorney; Alex Crowley, Director, Economic & Sustainable Development, Matt Smethurst, Project Manager, Planning & Transportation; Tamby Cassady, Citizen; Randy Cassady, Citizen; Brianna Stenger, RQAN

**II. READING OF THE MINUTES** – David Walter moved to approve the November 4, 2019, minutes. Eric Sandweiss seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – David Walter moved to approve the claim register for November 15, 2019, for \$494,397.50. Mary Alice Rickert seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri moved to approve the payroll register for November 8, 2019, for \$31,173.77. David Walter seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A.** Director's Report. Doris Sims was available to answer questions.

**B.** Legal Report. Larry Allen informed the commissioners that Resolution 19-102 was originally on tonight's agenda but has been withdrawn to finalize the contract details. The resolution is for snow removal in the Trades District.

**C.** Treasurer's Report. Jeff Underwood stated that we closed on the Fourth Street and Trades District Garage Bonds. Bids are out on both garages. A Guaranteed Maximum Price (GMP) agreement for the Trades District will be brought to the RDC for approval by the end of the year. Staff will have a recommendation for the Fourth Street Garage at the end of year special RDC meeting on December 30, 2019.

**D.** Business Development Updates. Alex Crowley stated we are now focusing on developers who might be interested in the Trades District. Crowley said staff is working with individual bidders to determine specific terms for the Kiln and Administration Building.

**VI. NEW BUSINESS**

**A.** Resolution 19-101: Approval of Change Order #3 for 17<sup>th</sup> Street Reconstruction. Matt Smethurst stated Reed and Sons Construction and city staff have determined that a third change order is necessary for added rock excavation. Smethurst said that for a project this size, a geological report is used to estimate how much rock excavation will be needed. Unfortunately, the report was off by a large margin: 400 cubic yards of rock was anticipated and we have excavated 2000 cubic yards on the project. The change order is for \$75,920.40, increasing the total contract amount with Reed and Sons to \$3,228,890.78. The change order was approved by the Board of Public Works on October 29, 2019. The

project was due to be completed this November; however weather-related issues have delayed the completion date to next spring. Smethurst said residents in the area are being kept up to date on the project through the city website and emails.

Eric Sandweiss asked if there is any professional liability or responsibility when a contractor issues a report that is so far off and causes a large cost increase. Larry Allen said it depends on what caused the inconsistencies in the report. Typically there will be no additional liability if the error is due to the erratic geology of the site, which is common in southern Indiana, and they followed the best practices of the industry. David Walter said it is an unsure science when you are drilling rock.

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

Sue Sgambelluri moved to approve Resolution 19-101. David Walter seconded the motion. The board unanimously approved.

- B. Resolution 19-103: Funding Approval for Parking Lot Upgrades and Repairs in the Trades District.** The Trades District contains surface parking lots that are being utilized for displacement parking during the construction of the Trades District Garage. The surface lots are in need of resurfacing and restriping. City staff have entered into an agreement with Brad Gilliland Excavating Inc., to perform the rehabilitation work on the parking lots for an amount not to exceed \$24,000.

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

David Walter moved to approve Resolution 19-103. Eric Sandweiss seconded the motion. The board unanimously approved.

**C. BUSINESS/GENERAL DISCUSSION**

**D. ADJOURNMENT**

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Don Griffin, President

\_\_\_\_\_  
Mary Alice Rickert, Secretary

\_\_\_\_\_  
Date

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, November 18, 2019, at 4:30 p.m. in the Showers City Hall, Law Library, 401 North Morton Street.

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

Commissioners Absent: Sue Wanzer.

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Jeffrey Underwood, Treasurer, Controller.

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

\_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_  
Mary Alice Rickert, Secretary

\_\_\_\_\_  
Date

**19-96  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-18-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds for the Adams-Kirkwood-Third Streets Pedestrian Improvement Project located along Adams St, Kirkwood Ave and Third St, have been approved from said source, and,

**WHEREAS**, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

**WHEREAS**, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration, and,

**WHEREAS**, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and City of Bloomington's Planning and Transportation Department is approved for an amount not to exceed One Hundred Twenty Six Thousand Five Hundred and Sixty Four Dollars (\$126,564.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Don Griffin, President

DATED

ATTEST:

\_\_\_\_\_  
Mary Alice Rickert, Secretary

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\_\_\_\_\_  
Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
PLANNING AND TRANSPORTATION DEPARTMENT  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of December, 2019 by and between the City of Bloomington’s Housing and Neighborhood Development Department and the City of Bloomington’s Planning and Transportation Department (hereinafter called the “Subrecipient”), WITNESSETH:

**WHEREAS**, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B18MC180013; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2018 Community Development Block Grant (CDBG) funds to oversee and inspect the design and construction of pedestrian, vehicular and street improvements along the W. Kirkwood – S. Adams – W. Third Streets corridor. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a public improvement for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than December 31, 2020, unless mutually agreed to by all parties.

**B. National Objectives**

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Area (LMA) Persons, 24 CFR 570.208(a)(2)

Census Tract and Block Groups served:

\_\_\_\_\_

Census Tract and Block Groups served:

\_\_\_\_\_

Census Tract and Block Groups served:

\_\_\_\_\_

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner.

Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 31, 2025** unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Twenty Six Thousand Five Hundred Sixty Four Dollars (**\$126,564.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

**IV. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:  Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient:  Neil Kopper, Project Engineer Planning and Transportation Department City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: kopperrn@bloomington.in.gov Tel: (812) 349-3593
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.



**B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers’ Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City’s termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215; and
  - g. Submit performance measurements as required by HUD.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of**

**services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
  - a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation; (if applicable)
  - b. "Program Year to Date Reporting Form" at project completion; (if applicable)
  - c. Beneficiary information (if applicable)
  - d. Certified payrolls (if applicable)
  - e. Section 3 Report
  - f. MBE/WBE Report
  
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
  
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

## VII. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CRF Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. The Fair Housing Act (42 U.S.C. 3601-3620) see 2014 agreements**

The Subrecipient shall comply with this Act and prohibit discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Furthermore, the Subrecipient shall affirmatively promote fair housing and assist the Grantee in overcoming any impediments that have been identified in the Grantee's Analysis of Impediments to Fair Housing Choice.

**D. Residential Lead-based Paint**

1. Residential Lead-based Paint Poisoning Prevention Requirements

The Subrecipient shall comply with all applicable CDBG requirements for the Project, including but not limited to; HUD Rule, Fed. Reg. 24 CFT Part 35, EPA Rule Fed Reg. 40 CFR Part and IDEM Rule, 326 Indiana Administrative Code 23.

2. Prohibition Against the Use of Lead-based Paint

The Agency hereby agrees that any contractors or subcontractors hired to perform work on the activities subject to this agreement will not use or permit to be used any lead-based paint on any applicable surfaces during the course of work. Exterior and/or interior paints, enamels and/or primers used on any surface of structure constructed or rehabilitated under this Contract Agreement shall not contain more than six one-hundredths percent (.06%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints. All paints, enamels

and/or primers shall be delivered to the work site in original unopened containers with manufacturing labels intact. Such paints, enamels and primers shall be subject to inspection and test by the City of Bloomington. In the event the City of Bloomington determines the need to test the lead content of any paint, enamel or product to be used in the Project, the Agency shall be liable for the cost of such a test. "Lead-based paint" means 1) any paint containing more than five-tenths of one per centum lead weight in the dried film of paint already applied or both; or 2) with respect to paint manufactured after June 22, 1977 "lead-based paint" means any paint containing more than six one-hundredths of one per centum lead by weight in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

**E. Davis Bacon and Related Acts**

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

**F. Contract Work Hours and Safety Standards Act**

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working

conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

## **G. Employment Restrictions**

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.



## H. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers

(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

### **VIII. Other Applicable Federal Requirements**

#### **A. Clean Air Act and Federal Water Pollution Control Act**

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

#### **B. 24 CFR Part 570, Subpart K – Other Program Requirements**

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.

14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

**IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

**A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

**B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

**C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

**X. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XI. ATTACHMENTS**

- A. Exhibit A: 2019 HUD Income Limits**
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2019 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

**PLANNING AND TRANSPORTATION  
DEPARTMENT:**

By:

By:

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED

By:

By:

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED

**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By: *[Signature]*  
DATE: 11-21-19

CITY OF BLOOMINGTON  
Controller  
Reviewed by: *[Signature]*  
DATE: 11-23-19  
FUND/ACCT: 250-15-5392

**19-104**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR CONVENTION CENTER  
PARKING GARAGE DESIGN**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC procure design services for a parking garage to serve the new convention center (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Mary Alice Rickert, Secretary

\_\_\_\_\_  
Date



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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$30,000	Dec. 2019 - Summer 2020

**TIF District:** Consolidated TIF (Downtown)

**Resolution History:** 19-104: Approval of Project Review Form

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_



**19-105  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF GUARANTEED MAXIMUM PRICE FOR  
THE TRADES DISTRICT 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 Trades District 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 Trades District Garage in Council Resolution 18-25, which the RDC certified in its own Resolution 19-06; and
- WHEREAS, the RDC approved the Construction Manager as Constructor (CMC) contract with Garmong Construction Services, (“Garmong”) in Resolution 19-32 (“Agreement”); and
- WHEREAS, as part of the Agreement, Garmong was to present a Guaranteed Maximum Price (“GMP”) for the Project; and
- WHEREAS, City staff have negotiated a GMP with Garmong for the construction of the Garage for an amount that shall not exceed Twelve Million Five Hundred Sixteen Thousand Seven Hundred Ninety-Four Dollars (\$12,516,794.00), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the 2019 TIF Revenue Bond to pay for the construction services pursuant to the terms of the Agreement for the Project; 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 Revenue 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 Twelve Million Five Hundred Sixteen Thousand Seven Hundred Ninety-Four Dollars (\$12,516,794.00) to pay for the construction of the new Trades District Parking Garage, pursuant to the terms of the GMP.
4. The Payment authorized above may be made from the 2019 TIF Revenue 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 March 31, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Mary Alice Rickert, Secretary

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Date

**CITY OF BLOOMINGTON**  
**TRADES DISTRICT PARKING GARAGE**  
**BLOOMINGTON, INDIANA**

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**GMP BUDGET**

DECEMBER 16, 2019



**CONTENTS**

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<b>PROJECT BUDGET</b> .....	<b>3</b>
<b>VALUE ENGINEERING</b> .....	<b>4</b>
<b>LABOR RATE SHEET</b> .....	<b>5</b>
<b>SCOPE ALLOCATION WORKSHEET</b> .....	<b>6</b>
<b>ASSUMPTIONS AND CLARIFICATIONS</b> .....	<b>9</b>
<b>PROJECT SCHEDULE</b> .....	<b>12</b>
<b>SITE LOGISTICS PLAN</b> .....	<b>13</b>
<b>DRAWING AND DOCUMENT LISTING</b> .....	<b>14</b>

## PROJECT BUDGET

City of Bloomington Trades District Garage  
GMP Budget  
December 16, 2019



PROJECT INFORMATION					
Lower Level Floor Area (SF)	19,286	Anticipated Start Date	Jan-20		
First Level Floor Area	35,133	Anticipated Completion	Dec-20		
Second Level	28,698	Estimated Duration	11 Months		
Third Level	28,698	Designer	CSO Architects		
Top Level	17,057				
Total Square Footage	128,872				
Total Parking Spaces	360				
Total Square Feet per Space	358				
Division	Description	GMP	Cost/SF	Cost/Space	
Division 0	Design Fees	\$ -	\$ -	\$ -	
Division 1	General Conditions and Requirements	\$ 473,772	\$ 3.68	\$ 1,316.03	
Bid Category 1	Site Work	\$ 607,800	\$ 4.72	\$ 1,688.33	
Bid Category 2	Cast-in-place Concrete	\$ 4,177,000	\$ 32.41	\$ 11,602.78	
Bid Category 3	Pre-cast Concrete	\$ 1,294,000	\$ 10.04	\$ 3,594.44	
Bid Category 4	General Trades	\$ 2,217,000	\$ 17.20	\$ 6,158.33	
Bid Category 5	Mechanical & Plumbing	\$ 580,000	\$ 4.50	\$ 1,611.11	
Bid Category 6	Fire Protection	\$ 75,000	\$ 0.58	\$ 208.33	
Bid Category 7	Electrical	\$ 667,500	\$ 5.18	\$ 1,854.17	
	Addendum 4 Changes	\$ 146,750	\$ 1.14	\$ 407.64	
<b>Subtotal</b>		<b>\$ 10,238,822</b>	<b>\$ 79.45</b>	<b>\$ 28,441.17</b>	
	CM Fee 2.50%	\$ 255,971	\$ 1.99	\$ 711.03	
	Project Contingency 3.00%	\$ 307,165	\$ 2.38	\$ 853.24	
	Performance & Payment Bond 0.85%	\$ 91,817	\$ 0.71	\$ 255.05	
	Preconstruction Fee	\$ 20,000	\$ 0.16	\$ 55.56	
<b>Total Construction Budget</b>		<b>\$ 10,913,774</b>	<b>\$ 84.69</b>	<b>\$ 30,316.04</b>	
<b>Project Alternates</b>					
1	Commercial Space	\$ 926,510	\$ 7.19	\$ 2,573.64	
2	Limestone Sills	\$ 72,614	\$ 0.56	\$ 201.71	
3	Second Elevator	\$ 235,709	\$ 1.83	\$ 654.75	
4	Server Room Mech System	\$ 76,192	\$ 0.59	\$ 211.64	
5	Pave CFC Lot	\$ 217,358	\$ 1.69	\$ 603.77	
6	Lighting for CFC Lot	\$ 2,768	\$ 0.02	\$ 7.69	
7	Decommission Cooling Tower	\$ 71,869	\$ 0.56	\$ 199.64	
<b>Total Project Budget</b>		<b>\$ 12,516,794</b>	<b>\$ 97.13</b>	<b>\$ 34,768.87</b>	

## VALUE ENGINEERING

<b>City of Bloomington Trades District Garage</b>			
<b>Value Engineering Log</b>			
December 16, 2019			
<b>VALUE ENGINEERING</b>			
Description	Anticipated Savings		
1	Redesign of Commercial Mechanical Systems	\$	(100,000)
2	Revise location of water service line to avoid heat tracing	\$	(5,000)
3	Change Sanitary piping to PVC in lieu of Cast Iron	\$	(35,000)
4	Redesign Mechanical System in the server room	\$	(25,000)
5	Change location of Gas Service entry to enter in the Commercial Space	\$	(1,000)
6	Aluminum electrical feeders in lieu of Copper	\$	(3,000)
7	Change construction type of the dumpster enclosure gate	\$	(8,000)
8	Remove toilet partitions in public restrooms	\$	(3,500)
9	Eliminate BACnet IP gateway on FCU-1, 2, & 3	\$	(4,000)
<b>Subtotal</b>		<b>\$</b>	<b>(184,500)</b>
	CM Fee	2.50%	\$ (4,613)
	Project Contingency	3.00%	\$ (5,535)
	Performance & Payment Bond	0.85%	\$ (1,655)
	<b>Anticipated Total Savings</b>	<b>\$</b>	<b>(196,302)</b>

Final savings will be determined by the final design information provided by CSO.

## LABOR RATE SHEET

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### Construction Labor Rates

Description	Total/HR
Project Executive	\$ 120.00/hr
Project Manager	\$ 93.00/hr
Project Engineer	\$ 76.00/hr
Supervision	\$ 92.00/hr
Contract Admin	\$ 71.00/hr
Project Accountant	\$ 58.00/hr
Carpenter Foreman	\$ 60.43/hr
Carpenter	\$ 57.58/hr
Laborer Foreman	\$ 46.10/hr
Laborer	\$ 43.57/hr
Cement Finisher Foreman	\$ 53.35/hr
Cement Finisher	\$ 49.93/hr

## SCOPE ALLOCATION WORKSHEET

### GMP Scope Allocation Work Sheet

1.01	General	Garmong	Owner
1.02	Builder's Risk insurance		X
1.03	General Liability insurance	X	
1.04	State design release		X
1.05	Building permit and inspection fees		X
1.06	Environmental permits or fees		X
1.07	Rule 5 / Wetland/ Floodway permitting or fees		X
1.08	State elevator permit	X	
1.09	Contaminated Material Disposal		X
1.10	Performance and Payment bond	X	
1.11	Design and consultant fees		X
1.12	Site survey		X
1.13	Commissioning		X
1.14	Unsuitable soil mitigation		X
1.15	Street Light/Signal Work		X

2.00	Contingencies	Garmong	Owner
2.01	CM contingency	X	
2.02	Owner contingency		X
2.03	Design contingency		X

3.00	Testing	Garmong	Owner
3.01	Environment testing and reporting		X
3.02	Geotechnical testing and reporting		X
3.03	Utility/concrete/steel/soil compaction testing agency		X
3.04	3rd Party Testing and inspections		X

4.00	Temporary Facilities	Garmong	Owner
4.01	Utility consumption (power/water)		X
4.02	Progress cleaning and final cleaning	X	
4.03	Temporary toilets	X	
4.04	Trash removal/dumpsters	X	
4.05	Traffic control measures	X	
4.06	Temporary fencing	X	
4.07	Off Site Parking & Material Storage	X	
4.08	Temporary Offices		X

5.00	Exterior Furniture, Fixtures & Equipment	Garmong	Owner
5.01	Bike Racks	X	
5.02	Exterior Benches		X
5.03	Exterior Trash Receptacles		X



5.04	Exterior Tables & Chairs		X
5.05	Parking Control Equipment		X
5.06	Parking Control Equipment Electrical/Data Conduit	X	
5.07	Exterior Signage/Wayfinding		X

		Garmong	Owner
6.00	<b>Interior Furniture, Fixtures, &amp; Equipment</b>		
6.01	Visual Display Surfaces		X
6.02	Directories		X
6.03	Interior Building Signage		X
6.04	Office furniture and equipment		X

		Garmong	Owner
7.00	<b>Voice/Data</b>		
7.01	Conduit, back box rough-in, w/pull strings	X	
7.02	Furnish wire	X	
7.03	Pull wire	X	
7.04	Terminate and test copper horizontal cabling	X	
7.05	Furnish and install fiber optic cable/raceways and terminations		
7.06	Furnish and install fiber optic patch panels	X	
7.07	Furnish and install cable tray system	X	
7.08	Furnish and install "J" hooks	X	
7.09	Installation of wireless access points		X
7.10	Provide/program wireless access points	X	
7.11	Provide IT room network equipment, cabinets, and connections	X	
7.12	Provide IT room ladder racks	X	
7.13	Provide IT room back boards	X	
7.14	Final connections of contractor installed devices	X	
7.15	Telephone devices and installation		X

		Garmong	Owner
8.00	<b>Door Security (Access Control)</b>		
8.01	Conduit, back box rough-in, w/pull strings	X	
8.02	Furnish wire	X	
8.03	Pull wire	X	
8.04	Furnish and install electric strikes	X	
8.05	Furnish and Install card reader/keypads	X	
8.06	Furnish and program proximity cards	X	
8.07	Furnish and Install Head end Equipment	X	
8.08	Final Connections	X	
8.09	Program Devices	X	

		Garmong	Owner
9.00	<b>Security Cameras and Communications</b>		
9.01	Conduit, back box rough-in, w/pull strings	X	
9.02	Furnish wire	X	
9.03	Pull wire	X	
9.04	Furnish and install connection to head end equipment	X	
9.05	Final connections	X	

9.06	Provide/program devices	X	
9.07	Electronic cabinets and enclosures	X	

10.00	Fire Alarm System	Garmong	Owner
10.01	Conduit, back box rough-in, w/pull strings	X	
10.02	Furnish ceiling mounted speaker/strobe back boxes	X	
10.03	Furnish wire	X	
10.04	Pull wire	X	
10.05	Final connections	X	
10.06	Provide/program devices	X	

11.00	A/V system	Garmong	Owner
11.01	Conduit, back box rough-in, w/pull strings	X	
11.02	Furnish wire	X	
11.03	Pull wire	X	
11.04	Final connections	X	
11.05	Projector Screens	X	
11.06	Projectors		X
11.07	Provide/program devices	X	

12.00	Utilities	Garmong	Owner
12.01	Sanitary Tap Fees		X
12.02	Stormwater impact fee		X
12.03	Gas piping to meter location		X
12.04	Underground Primary Conductor Conduits w/ Pull Strings	X	
12.05	Underground Primary Conductor Wire and Installation		X
12.06	Furnish Electrical Pull Boxes	X	
12.07	Installation of Electrical Pull Boxes	X	
12.08	Concrete Pads for Transformers	X	
12.09	Water service line from tap to building	X	
12.10	Application to utility companies for service		X

## ASSUMPTIONS AND CLARIFICATIONS

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### DIVISION 1 – GENERAL CONDITIONS

- This GMP is based upon a GMP approval date of December 16, 2019
- Local permit fees are excluded
- Utility Tap Fees are excluded
- Project is Tax-Exempt
- Online Project Management Software billed at \$1,000/month
- This GMP assumes full access to all construction property limits from mobilization through final completion
- Builders Risk Insurance is excluded
- 100% Performance and Payment bonds are included and will be reimbursed at a cost of \$85/\$1,000 of contract volume
- Temporary utility costs are excluded
- We have not included any third-party testing or inspection costs (subgrade compaction, concrete, grout, mortar, asphalt, steel/decking connections etc.), these costs are to be paid directly by the owner
- As-built drawings will be provided as red-lined PDF documents. We have not included cost to prepare corrected digital data files in Autodesk Revit or any other format
- We have not included BIM modeling
- We have not included cost for a certified survey to document the new utility installation
- We have not included Building Commissioning
- The Garmong self-performance bid package will be billed as a lump sum price

### DIVISION 2 – EXISTING CONDITIONS

- Disposal of contaminated soils is excluded.

### DIVISION 3 – CONCRETE

- Winter Conditions are included according to the GMP Project Schedule

### DIVISION 4 – MASONRY

- Scope included according to plans and specifications

### DIVISION 5 – METALS

- Canopy over northeast stair tower labeled as "By Others" has been included

### DIVISION 6 – WOODS & PLASTICS

- Scope included according to plans and specifications

DIVISION 7 – THERMAL & MOISTURE PROTECTION

- Joint sealants for dissimilar materials
- Metal Art Wall screening labeled as “By Others” has been included. Artwork applied to metal panels will be by the Owner

DIVISION 8 – OPENINGS

- Scope included according to plans and specifications

DIVISION 9 – FINISHES

- Elevator flooring assumed to be manufacturer standard carpet

DIVISION 10 – SPECIALTIES

- Scope included according to plans and specifications

DIVISION 12 – FURNISHINGS

- Scope included according to plans and specifications

DIVISION 14 – CONVEYANCE

- Scope included according to plans and specifications

DIVISION 21 – FIRE PROTECTION

- We have not included any costs to accommodate insufficient water flow for the fire suppression systems.
- We have not included sprinkler coverage for the canopies.

DIVISION 22 – PLUMBING

- Scope included according to plans and specifications

DIVISION 23 – HVAC

- Provide HVAC Permit as required per local and State code.

DIVISION 26 – ELECTRICAL

- All work associated with proposed building solar array is by Others

DIVISION 27 – COMMUNICATIONS

- Scope included according plans and specifications

DIVISION 28 – SAFETY & SECURITY

- Scope included according plans and specifications

DIVISION 31 – EARTHWORK

- Scope included according plans and specifications

#### DIVISION 32 – EXTERIOR IMPROVEMENTS

- We have not included any costs for patching, repairs, or resurfacing areas outside the project limits
- We have not included an allowance for unsuitable soils. All unsuitable soils encountered will be accounted for through owner change order

#### DIVISION 33 – UTILITIES

- We have included a \$50,000 allowance for the foundation drain changes outlined in Post-Bid Addendum #4

#### BID ALTERNATES

1. Construction of Commercial Space – ACCEPTED
  - a. Final cost will be modified following receipt of updated design
2. Limestone window sills on main parking structure – ACCEPTED
3. Second building elevator – ACCEPTED
4. Server Room mechanical system installation – ACCEPTED
  - a. Final cost will be modified following receipt of updated design
5. Paving of CFC parking lot – ACCEPTED
6. Lighting of CFC parking lot – ACCEPTED
7. Decommissioning/removal of cooling tower - ACCEPTED

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Quarter																
					Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021	Qtr 4, 2021	Qtr 1, 2022	Qtr 2, 2022						
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1	Preconstruction	135 days	Wed 3/6/19	Tue 9/10/19																	
18	Public Bidding	36 days	Mon 10/28/19	Tue 12/17/19																	
19	Public Approval of Bid Documents	5 days	Mon 10/28/19	Fri 11/1/19																	
20	First Public Notice	5 days	Mon 11/4/19	Fri 11/8/19																	
21	Drawings Issued	1 day	Mon 11/4/19	Mon 11/4/19																	
22	Second Public Notice	7 days	Mon 11/11/19	Tue 11/19/19																	
23	Public Bid Opening	0 days	Tue 11/19/19	Tue 11/19/19																	
24	GMP Established	1 day	Tue 12/10/19	Tue 12/10/19																	
26	Public Bidding Complete	0 days	Tue 12/10/19	Tue 12/10/19																	
25	Formal Approval of the GMP	0 days	Tue 12/17/19	Tue 12/17/19																	
27	Construction	279 days	Tue 12/17/19	Fri 1/8/21																	
28	Subcontracting	10 days	Tue 12/17/19	Mon 12/30/19																	
30	Site Mobilization	5 days	Fri 12/27/19	Thu 1/2/20																	
32	Site Demo/Grading	25 days	Fri 12/27/19	Thu 1/30/20																	
29	Submittal Kickoff	5 days	Tue 12/31/19	Mon 1/6/20																	
37	Phase #1 Parking Field	190 days	Fri 1/31/20	Thu 10/22/20																	
31	Owner Delivery of the new Chiller Unit	0 days	Mon 2/10/20	Mon 2/10/20																	
33	Foundations	40 days	Mon 2/17/20	Fri 4/10/20																	
34	Cast in Place Concrete Decks	95 days	Mon 4/13/20	Fri 8/21/20																	
36	Retail/RR/Office Construction	102 days	Mon 8/10/20	Tue 12/29/20																	
35	Architectural Finishes	40 days	Mon 8/24/20	Fri 10/16/20																	
38	Site Finishes	30 days	Mon 10/19/20	Fri 11/27/20																	
39	A/E Punch List Generation	10 days	Mon 11/30/20	Fri 12/11/20																	
40	Substantial Completion	0 days	Fri 12/11/20	Fri 12/11/20																	
41	A/E Punch List Completion	20 days	Mon 12/14/20	Fri 1/8/21																	
42	Final Completion	0 days	Fri 1/8/21	Fri 1/8/21																	





## DRAWING AND DOCUMENT LISTING

Discipline	Drawing No.	Drawing Title	Drawing Date	Set Name
Civil	C101	EXISTING SITE CONDITION PLAN	10/28/2019	Bid Documents
Civil	C201	STORMWATER POLLUTION PREVENTION PLAN NOTES	10/28/2019	Bid Documents
Civil	C202	STORMWATER POLLUTION PREVENTION PLAN - PHASE 1	10/28/2019	Bid Documents
Civil	C202A	STORMWATER POLLUTION PREVENTION PLAN PHASE 1 ALTERNATES	10/28/2019	Bid Documents
Civil	C203	STORMWATER POLLUTION PREVENTION PLAN - PHASE 2	10/28/2019	Bid Documents
Civil	C203A	STORMWATER POLLUTION PREVENTION PLAN PHASE 2 ALTERNATES	10/28/2019	Bid Documents
Civil	C204	STORMWATER POLLUTION PREVENTION PLAN DETAILS	10/28/2019	Bid Documents
Civil	C301	SELECTIVE SITE DEMOLITION PLAN	11/12/2019	Addendum 03
Civil	C301A	SELECTIVE SITE DEMOLITION PLAN - ALTERNATES	11/12/2019	Addendum 03
Civil	C401	SITE IMPROVEMENT AND GRADING PLAN	11/12/2019	Addendum 03
Civil	C401A	SITE IMPROVEMENT AND GRADING PLAN - ALTERNATES	11/12/2019	Addendum 03
Civil	C501	SITE UTILITIES PLAN	11/21/2019	Addendum 04
Civil	C501A	SITE UTILITIES PLAN - ALTERNATES	11/12/2019	Addendum 03
Civil	C502	WATER PROFILE	11/12/2019	Addendum 03
Civil	C601	SITE DETAILS	10/28/2019	Bid Documents
Landscape	L100	MATERIALS Plan	11/12/2019	Addendum 03
Landscape	L100A	MATERIALS PLAN ALTERNATE	11/12/2019	Addendum 03
Landscape	L110A	MATERIALS Plan ALTERNATE	11/12/2019	Addendum 03
Landscape	L120	LANDSCAPE PLAN	11/12/2019	Addendum 03
Landscape	L120A	LANDSCAPE Plan ALTERNATE	11/12/2019	Addendum 03
Landscape	L500	SITE DETAILS	10/28/2019	Bid Documents
Landscape	L501	SITE WALL DETAILS	10/28/2019	Bid Documents
Structural	S000	3D VIEWS	10/28/2019	Bid Documents
Structural	S001	STRUCTURAL GENERAL NOTES	10/28/2019	Bid Documents
Structural	S002	TYPICAL DETAILS	10/28/2019	Bid Documents
Structural	S003	TYPICAL DETAILS	10/28/2019	Bid Documents
Structural	S004	STEEL TYPICAL DETAILS	10/28/2019	Bid Documents
Structural	S100	FOUNDATION PLAN	11/21/2019	Addendum 04
Structural	S100.1	LEVEL 0.5 SLAB PLAN	10/28/2019	Bid Documents
Structural	S101	LEVEL 1/1.5 FRAMING PLAN	11/21/2019	Addendum 04
Structural	S102	LEVEL 2/2.5 FRAMING PLAN	10/28/2019	Bid Documents
Structural	S103	LEVEL 3/3.5 FRAMING PLAN	10/28/2019	Bid Documents



Structural	S104	LEVEL 4/4.5 FRAMING PLAN	10/28/2019	Bid Documents
Structural	S105	ROOF FRAMING PLAN	10/28/2019	Bid Documents
Structural	S111	RETAIL / OFFICE FOUNDATION AND FRAMING PLANS	10/28/2019	Bid Documents
Structural	S112	RETAIL / OFFICE ELEVATIONS	10/28/2019	Bid Documents
Structural	S201	BUILDING ELEVATIONS	11/21/2019	Addendum 04
Structural	S202	BUILDING ELEVATIONS	10/28/2019	Bid Documents
Structural	S203	BUILDING SECTIONS	10/28/2019	Bid Documents
Structural	S211	WALL SECTIONS	11/21/2019	Addendum 04
Structural	S212	WALL SECTIONS	11/21/2019	Addendum 04
Structural	S213	WALL SECTIONS	11/21/2019	Addendum 04
Structural	S214	WALL SECTIONS	11/21/2019	Addendum 04
Structural	S215	WALL SECTIONS	11/21/2019	Addendum 04
Structural	S216	WALL SECTIONS	10/28/2019	Bid Documents
Structural	S301	FOUNDATION DETAILS	11/21/2019	Addendum 04
Structural	S302	FOUNDATION DETAILS	11/21/2019	Addendum 04
Structural	S401	FRAMING DETAILS	10/28/2019	Bid Documents
Structural	S402	FRAMING DETAILS	11/1/2019	Addendum 01
Structural	S411	STEEL FRAMING DETAILS	10/28/2019	Bid Documents
Structural	S501	COLUMN SCHEDULE AND DETAILS	10/28/2019	Bid Documents
Structural	S601	TYPICAL PT DETAILS	10/28/2019	Bid Documents
Structural	S602	PT SLAB AND MISCELLANEOUS BEAM DETAILS	10/28/2019	Bid Documents
Structural	S603	PT BEAM SCHEDULE AND DIAGRAMS	10/28/2019	Bid Documents
Structural	SP100	SOLAR PV ELECTRICAL 1.0 LEVEL SITE PLAN	10/28/2019	Bid Documents
Structural	SP101	SOLAR PV ELECTRICAL 4.0 TO 4.5 LEVEL SITE PLAN	10/28/2019	Bid Documents
Structural	SP200	SOLAR PV ELECTRICAL ONE-LINE DIAGRAM	10/28/2019	Bid Documents
Architectural	0	COVER TRADES DISTRICT PARKING GARAGE	11/1/2019	Addendum 01
Architectural	A001	SHEET INDEX	11/21/2019	Addendum 04
Architectural	A005	SITE LOGISTICS PLAN	10/28/2019	Bid Documents
Architectural	A006	EXISTING SURVEY	10/28/2019	Bid Documents
Architectural	A010	LIFE SAFETY PLANS	11/21/2019	Addendum 04
Architectural	A011	LIFE SAFETY PLANS	11/21/2019	Addendum 04
Architectural	A012	LIFE SAFETY PLAN - ALTERNATE 1	10/28/2019	Bid Documents
Architectural	A012A	LIFE SAFETY - ALTERNATE 1	11/21/2019	Addendum 04
Architectural	A015	ACCESSIBILITY SUMMARY	11/12/2019	Addendum 03
Architectural	A016	ACCESSIBILITY DIAGRAMS	11/12/2019	Addendum 03
Architectural	A017	PARKING DIAGRAMS	11/12/2019	Addendum 03
Architectural	A020	EXTERIOR WALL TYPES, FLOOR AND ROOF ASSEMBLIES	11/12/2019	Addendum 03
Architectural	A021	INTERIOR WALL TYPES	11/12/2019	Addendum 03
Architectural	A100	OVERALL FIRST FLOOR KEY PLAN	11/21/2019	Addendum 04

Architectural	A200	BASEMENT FLOOR PLAN	11/21/2019	Addendum 04
Architectural	A201	FIRST FLOOR PLAN	11/21/2019	Addendum 04
Architectural	A202	SECOND FLOOR PLAN	11/12/2019	Addendum 03
Architectural	A203	THIRD FLOOR PLAN	11/12/2019	Addendum 03
Architectural	A204	FOURTH FLOOR PLAN	11/12/2019	Addendum 03
Architectural	A205	ROOF PLAN	11/12/2019	Addendum 03
Architectural	A211	RETAIL FLOOR PLAN - BASE BID	11/12/2019	Addendum 03
Architectural	A211A	RETAIL FLOOR PLAN - ALTERNATE 1	11/12/2019	Addendum 03
Architectural	A212	RETAIL ROOF PLAN - BASE BID	11/1/2019	Addendum 01
Architectural	A212A	RETAIL ROOF PLAN - ALTERNATE 1	11/1/2019	Addendum 01
Architectural	A214	ENLARGED FLOOR PLANS - GARAGE	11/12/2019	Addendum 03
Architectural	A215	ENLARGED FLOOR PLANS - GARAGE ENTRY + OTHERS	11/12/2019	Addendum 03
Architectural	A218	NORTHWEST STAIR FLOOR PLANS AND ELEVATIONS	11/12/2019	Addendum 03
Architectural	A219	NORTHEAST STAIR FLOOR PLAN AND SECTION	11/12/2019	Addendum 03
Architectural	A220	SOUTHEAST STAIR FLOOR PLANS	11/12/2019	Addendum 03
Architectural	A225	ENLARGED RETAIL FLOOR PLANS	11/12/2019	Addendum 03
Architectural	A225A	ENLARGED RETAIL FLOOR PLANS - ALTERNATE 1	11/12/2019	Addendum 03
Architectural	A231	FIRST FLOOR RETAIL REFLECTED CEILING PLAN	11/12/2019	Addendum 03
Architectural	A231A	FIRST FLOOR RETAIL REFLECTED CEILING PLAN - ALTERNATE 1	11/12/2019	Addendum 03
Architectural	A232	NORTHWEST & SOUTHEAST STAIR REFLECTED CEILING PLANS	11/12/2019	Addendum 03
Architectural	A240	DUMPSTER ENCLOSURE PLAN, ELEVATIONS, & DETAILS	11/12/2019	Addendum 03
Architectural	A300	NORTH & SOUTH EXTERIOR ELEVATIONS - BASE BID	11/21/2019	Addendum 04
Architectural	A301	EAST & WEST EXTERIOR ELEVATIONS - BASE BID	11/21/2019	Addendum 04
Architectural	A301A	NORTH & WEST EXTERIOR ELEVATIONS - RETAIL ALTERNATE 1	11/21/2019	Addendum 04
Architectural	A310	PRECAST PANEL ELEVATIONS - ENLARGED	11/21/2019	Addendum 04
Architectural	A311	PRECAST PANEL ELEVATIONS - ENLARGED	11/21/2019	Addendum 04
Architectural	A312	PRECAST PANEL ELEVATIONS - ENLARGED	11/21/2019	Addendum 04
Architectural	A313	PRECAST PANEL ELEVATIONS - ENLARGED	11/21/2019	Addendum 04
Architectural	A314	PRECAST PANEL ELEVATIONS - ENLARGED	11/21/2019	Addendum 04
Architectural	A315	METAL PANEL WALL ELEVATION, ENLARGED - BASE BID	11/21/2019	Addendum 04
Architectural	A320	ELEVATION DETAILS	11/12/2019	Addendum 03

Architectural	A321	OVERALL BUILDING SECTIONS	11/21/2019	Addendum 04
Architectural	A322	OVERALL BUILDING SECTIONS	11/21/2019	Addendum 04
Architectural	A401	WALL SECTIONS	11/21/2019	Addendum 04
Architectural	A402	WALL SECTIONS	11/12/2019	Addendum 03
Architectural	A403	WALL SECTIONS	11/12/2019	Addendum 03
Architectural	A410	TYPICAL NORTH STAIR/ELEVATOR SECTION	11/21/2019	Addendum 04
Architectural	A411	TYPICAL SOUTH STAIR/ELEVATOR SECTION	11/21/2019	Addendum 04
Architectural	A420	SECTION DETAILS	11/21/2019	Addendum 04
Architectural	A421	SECTION DETAILS	11/21/2019	Addendum 04
Architectural	A422	SECTION DETAILS	11/12/2019	Addendum 03
Architectural	A423	SECTION DETAILS	11/12/2019	Addendum 03
Architectural	A430	PLAN DETAILS-GARAGE	11/12/2019	Addendum 03
Architectural	A431	PLAN DETAILS-GARAGE	11/12/2019	Addendum 03
Architectural	A440	PLAN DETAILS - RETAIL	11/12/2019	Addendum 03
Architectural	A441A	PLAN DETAILS - RETAIL ALTERNATE 1	11/1/2019	Addendum 01
Architectural	A500	DOOR SCHEDULE AND DETAILS	11/12/2019	Addendum 03
Architectural	A501	STOREFRONT ELEVATIONS - BASE BID & ALTERNATE 1	11/12/2019	Addendum 03
Architectural	A503	CURTAINWALL GARAGE	10/28/2019	Bid Documents
Architectural	A601	INTERIOR ELEVATIONS - RETAIL	11/12/2019	Addendum 03
Architectural	A801	FINISH FLOOR PLANS - RETAIL	10/28/2019	Bid Documents
Mechanical	M000	MECHANICAL COVERSHEET	10/28/2019	Bid Documents
Mechanical	M200	BASEMENT FLOOR - MECHANICAL	11/12/2019	Addendum 03
Mechanical	M201	FIRST FLOOR PLAN - MECHANICAL	11/12/2019	Addendum 03
Mechanical	M201a	FIRST FLOOR PLAN - MECHANICAL - ALT BID	10/28/2019	Bid Documents
Mechanical	M202	SECOND FLOOR PLAN - MECHANICAL	10/28/2019	Bid Documents
Mechanical	M202a	SECOND FLOOR PLAN - MECHANICAL - ALT BID	11/12/2019	Addendum 03
Mechanical	M203	THIRD FLOOR PLAN - MECHANICAL	11/12/2019	Addendum 03
Mechanical	M204	FOURTH FLOOR PLAN - MECHANICAL	11/12/2019	Addendum 03
Mechanical	M800	MECHANICAL DETAILS	10/28/2019	Bid Documents
Mechanical	M900	MECHANICAL SCHEDULES	11/12/2019	Addendum 03
Electrical	E000	ELECTRICAL COVERSHEET	10/28/2019	Bid Documents
Electrical	E200	BASEMENT FLOOR - LIGHTING	11/12/2019	Addendum 03
Electrical	E201	FIRST FLOOR PLAN - LIGHTING	11/12/2019	Addendum 03
Electrical	E201a	FIRST FLOOR PLAN- LIGHTING - ALT BID	11/12/2019	Addendum 03
Electrical	E202	SECOND FLOOR PLAN - LIGHTING	11/12/2019	Addendum 03
Electrical	E203	THIRD FLOOR PLAN - LIGHTING	11/12/2019	Addendum 03
Electrical	E204	FOURTH FLOOR PLAN - LIGHTING	11/12/2019	Addendum 03
Electrical	E300	BASEMENT FLOOR - POWER	11/12/2019	Addendum 03
Electrical	E301	FIRST FLOOR PLAN - POWER & SYSTEM	11/12/2019	Addendum 03
Electrical	E301a	FIRST FLOOR PLAN - POWER & SYSTEM ALT BID	11/12/2019	Addendum 03

Electrical	E302	SECOND FLOOR PLAN - POWER	11/12/2019	Addendum 03
Electrical	E302a	SECOND FLOOR PLAN - POWER - ALT BID	11/12/2019	Addendum 03
Electrical	E303	THIRD FLOOR PLAN - POWER	11/12/2019	Addendum 03
Electrical	E304	FOURTH FLOOR PLAN - POWER	11/12/2019	Addendum 03
Electrical	E700	ELECTRICAL ONE-LINE DIAGRAMS	11/12/2019	Addendum 03
Electrical	E800	ELECTRICAL DETAILS	10/28/2019	Bid Documents
Electrical	E900	ELECTRICAL SCHEDULES	11/12/2019	Addendum 03
Plumbing	P000	PLUMBING COVERSHEET	10/28/2019	Bid Documents
Plumbing	P100	FOUNDATION PLAN - PLUMBING- GARAGE	11/12/2019	Addendum 03
Plumbing	P101	FOUNDATION PLAN - PLUMBING- OFFICE BASE AND ALT BID	11/12/2019	Addendum 03
Plumbing	P200	BASEMENT FLOOR - PLUMBING	11/12/2019	Addendum 03
Plumbing	P201	FIRST FLOOR PLAN - PLUMBING	11/12/2019	Addendum 03
Plumbing	P201a	FIRST FLOOR PLAN- PLUMBING - ALT BID	11/12/2019	Addendum 03
Plumbing	P202	SECOND FLOOR PLAN - PLUMBING	11/12/2019	Addendum 03
Plumbing	P202a	SECOND FLOOR PLAN - PLUMBING - ALT BID	11/12/2019	Addendum 03
Plumbing	P203	THIRD FLOOR PLAN - PLUMBING	11/12/2019	Addendum 03
Plumbing	P204	FOURTH FLOOR PLAN - PLUMBING	11/12/2019	Addendum 03
Plumbing	P600	PLUMBING RISE DIAGRAMS	10/28/2019	Bid Documents
Plumbing	P800	PLUMBING DETAILS	11/12/2019	Addendum 03
Plumbing	P900	PLUMBING MATERIAL LISTS	11/12/2019	Addendum 03
Fire Protection	F000	FIRE PROTECTION COVERSHEET	10/28/2019	Bid Documents
Fire Protection	F200	BASEMENT FLOOR - FIRE PROTECTION	11/12/2019	Addendum 03
Fire Protection	F201	FIRST FLOOR PLAN - FIRE PROTECTION	11/12/2019	Addendum 03
Fire Protection	F201a	FIRST FLOOR PLAN - FIRE PROTECTION - ALT BID	11/12/2019	Addendum 03
Fire Protection	F202	SECOND FLOOR PLAN - FIRE PROTECTION	11/12/2019	Addendum 03
Fire Protection	F203	THIRD FLOOR PLAN - FIRE PROTECTION	11/12/2019	Addendum 03
Fire Protection	F204	FOURTH FLOOR PLAN - FIRE PROTECTION	11/12/2019	Addendum 03
Fire Protection	F800	FIRE PROTECTION RISER DIAGRAM	11/12/2019	Addendum 03
Fire Protection	F900	FIRE PROTECTION MATERIAL LISTS	11/12/2019	Addendum 03
Telecom	T000	TECHNOLOGY COVERSHEET	10/28/2019	Bid Documents
Telecom	T200	BASEMENT FLOOR - TECHNOLOGY	10/28/2019	Bid Documents
Telecom	T201	FIRST FLOOR PLAN - TECHNOLOGY	11/12/2019	Addendum 03
Telecom	T201a	FIRST FLOOR PLAN - TECHNOLOGY - ALT BID	10/28/2019	Bid Documents
Telecom	T202	SECOND FLOOR PLAN - TECHNOLOGY	11/12/2019	Addendum 03

Telecom	T203	THIRD FLOOR PLAN - TECHNOLOGY	11/12/2019	Addendum 03
Telecom	T204	FOURTH FLOOR PLAN - TECHNOLOGY	11/12/2019	Addendum 03
Telecom	T600	TECHNOLOGY ROOM ENLARGEMENTS	10/28/2019	Bid Documents
Telecom	T700	TECHNOLOGY RISER DIAGRAMS	10/28/2019	Bid Documents
Telecom	T800	TECHNOLOGY DETAILS	10/28/2019	Bid Documents
Telecom	T801	TECHNOLOGY DETAILS	10/28/2019	Bid Documents
Telecom	T802	TECHNOLOGY DETAILS	11/12/2019	Addendum 03
Telecom	T900	TECHNOLOGY SCHEDULES	10/28/2019	Bid Documents

Division	Number	Description	Issued Date	Set
00 - Procurement and Contracting Requirements	00 01 10	Volume One Table of Contents	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 10 00	Notice to Bidders	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 21 13	Instructions to Bidders	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13	Bid Category Scopes of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13-01	BC-01 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.02	BC-02 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.03	BC-03 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.04	BC-04 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.05	BC-05 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.06	BC-06 Scope of Work	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 24 13.07	BC-07 Scope of Work	10/28/2019	Bid Documents

00 - Procurement and Contracting Requirements	00 43 13	Bid Security	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 43 50	Subcontractors and Products List	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 45 10	Bidder's Cert of Authorized Employment	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 31 00	Information Available to Bidders GCS	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 31 13	Preliminary Schedules	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 41 16	Bid Form - Stipulated Sum GCS	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 43 25	Substitution Request Form CSO	10/28/2019	Bid Documents
00 - Procurement and Contracting Requirements	00 45 19	Indiana Form 96	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 52 14	Subcontract Form of Agreement	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 61 13	Performance and Payment Bond Form	11/8/2019	Addendum #2
00 - Procurement and Contracting Requirements	00 73 16	Schedule of Insurance Requirements	11/8/2019	Addendum #2
01 - General Requirements	01 10 00	Summary	10/28/2019	Bid Documents
01 - General Requirements	01 22 00	Unit Prices GCS	10/28/2019	Bid Documents
01 - General Requirements	01 23 00	Alternates GCS/CSO	11/8/2019	Addendum #2
01 - General Requirements	01 25 00	Substitution Procedures	10/28/2019	Bid Documents
01 - General Requirements	01 26 00	Contract Modification Procedures	10/28/2019	Bid Documents
01 - General Requirements	01 29 00	Payment Procedures	10/28/2019	Bid Documents
01 - General Requirements	01 31 00	Project Management and Coordination	10/28/2019	Bid Documents

01 - General Requirements	01 32 00	Construction Progress Documentation	10/28/2019	Bid Documents
01 - General Requirements	01 33 00	Submittal Procedures	10/28/2019	Bid Documents
01 - General Requirements	01 35 15	Parksmart Certification Procedures with Score Card THP	10/28/2019	Bid Documents
01 - General Requirements	01 40 00	Quality Requirements	10/28/2019	Bid Documents
01 - General Requirements	01 50 00	Temp Facilities and Controls	10/28/2019	Bid Documents
01 - General Requirements	01 57 13	Temporary Erosion and Sediment Control BRCJ	10/28/2019	Bid Documents
01 - General Requirements	01 60 00	Product Requirements	10/28/2019	Bid Documents
01 - General Requirements	01 73 00	Cutting and Patching	10/28/2019	Bid Documents
01 - General Requirements	01 77 00	Contract Closeout	10/28/2019	Bid Documents
01 - General Requirements	01 78 23	O&M Data	10/28/2019	Bid Documents
01 - General Requirements	01 78 39	Project Record Documents	10/28/2019	Bid Documents
01 - General Requirements	01 79 00	Demonstration and Training	10/28/2019	Bid Documents
01 - General Requirements	01 91 13	Commissioning Requirements	11/12/2019	Addendum #3
01 - General Requirements	01 74 19	Construction Waste Management CSO/THP	10/28/2019	Bid Documents
02 - Existing Conditions	02 41 13	Selective Site Demolition	10/28/2019	Bid Documents
03 - Concrete	03 30 00	Cast-in-Place Concrete THP	10/28/2019	Bid Documents
03 - Concrete	03 35 00	Concrete Surface Treatment	10/28/2019	Bid Documents
03 - Concrete	03 38 00	Concrete Post Tensioning System THP	10/28/2019	Bid Documents
03 - Concrete	03 38 10	Post Tensioned Barrier Cable System THP	10/28/2019	Bid Documents
03 - Concrete	03 45 00	Precast Architectural Concrete	10/28/2019	Bid Documents
04 - Masonry	04 20 00	Unit Masonry	10/28/2019	Bid Documents
04 - Masonry	04 43 13	Anchored Stone Masonry Veneer	10/28/2019	Bid Documents
05 - Metals	05 12 00	Structural Steel Framing THP	10/28/2019	Bid Documents

05 - Metals	05 30 00	Metal Decking THP	10/28/2019	Bid Documents
05 - Metals	05 40 00	Cold-Formed Metal Framing	10/28/2019	Bid Documents
05 - Metals	05 50 00	Metal Fabrications	10/28/2019	Bid Documents
05 - Metals	05 52 13	Pipe and Tube Railings	10/28/2019	Bid Documents
06 - Wood, Plastics, and Composites	06 10 53	Wood Blocking	10/28/2019	Bid Documents
06 - Wood, Plastics, and Composites	06 16 00	Sheathing	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 13 26	Self-Adhearing Sheet Waterproofing	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 18 00	Traffic Membrane	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 21 00	Thermal Insulation	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 24 15	DAFS	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 27 26	Fluid-Applied Membrane Air Barriers	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 42 16	Metal Screenwall Panels	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 42 43	Metal Composite Material Wall Panels	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 54 25	TPO Roofing	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 71 00	Roof Specialties (Aluminum)	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 84 46	Fire-Resistive Joint Systems	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants	10/28/2019	Bid Documents
07 - Thermal and Moisture Protection	07 95 00	Expansion Control	10/28/2019	Bid Documents
08 - Openings	08 11 13	Hollow Metal Doors and Frames	10/28/2019	Bid Documents
08 - Openings	08 14 19	Flush Wood Doors	10/28/2019	Bid Documents



08 - Openings	08 31 13	Access Doors and Frames	10/28/2019	Bid Documents
08 - Openings	08 41 13	Aluminum-Frames Entrances and Storefronts	10/28/2019	Bid Documents
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls	10/28/2019	Bid Documents
08 - Openings	08 71 00	Door Hardware	10/28/2019	Bid Documents
08 - Openings	08 80 00	Glazing	10/28/2019	Bid Documents
08 - Openings	08 83 00	Mirrors	10/28/2019	Bid Documents
08 - Openings	08 91 19	Fixed Louvers	10/28/2019	Bid Documents
09 - Finishes	09 22 16	Non-Structural Metal Framing	10/28/2019	Bid Documents
09 - Finishes	09 29 00	Gypsum Board	10/28/2019	Bid Documents
09 - Finishes	09 30 00	Tiling	10/28/2019	Bid Documents
09 - Finishes	09 51 13	Acoustical Panel Ceilings	10/28/2019	Bid Documents
09 - Finishes	09 65 13	Resilient Base and Accessories	10/28/2019	Bid Documents
09 - Finishes	09 68 13	Tile Carpeting	10/28/2019	Bid Documents
09 - Finishes	09 91 23	Interior Painting	10/28/2019	Bid Documents
09 - Finishes	09 96 00	High-Performance Coatings	10/28/2019	Bid Documents
10 - Specialties	10 14 19	Dimensional Letter Signage	10/28/2019	Bid Documents
10 - Specialties	10 28 00	Toilet, Bath, and Laundry Accessories	10/28/2019	Bid Documents
10 - Specialties	10 44 13	Fire Extinguisher and Cabinets	10/28/2019	Bid Documents
10 - Specialties	10 73 16	Canopies	10/28/2019	Bid Documents
12 - Furnishings	12 93 00	Bike Storage Lockers	11/12/2019	Addendum #3
14 - Conveying Equipment	14 21 00	Electric Traction Elevators	10/28/2019	Bid Documents
21 - Fire Suppression	21 05 00	Basic Fire Suppression Requirements	10/28/2019	Bid Documents
21 - Fire Suppression	21 05 29	Fire Suppression Supports and Anchors IMEG	10/28/2019	Bid Documents

21 - Fire Suppression	21 05 53	Identification of Piping and Equipment IMEG	10/28/2019	Bid Documents
21 - Fire Suppression	21 13 00	Fire Protection Systems IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 05 00	Basic Plumbing Requirements IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 05 29	Basic Supports and Anchors IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 05 53	Plumbing Identification IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 07 19	Plumbing Piping Insulation IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 09 00	Instrumentation IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 10 00	Plumbing Piping IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 10 23	Natural Gas Piping IMEG	10/28/2019	Bid Documents
22 - Plumbing	22 10 30	Plumbing Specialties IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 00	Basic HVAC Requirements IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 29	HVAC Supports and Anchors IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 48	HVAC Vibration Isolation IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 53	HVAC Identification IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 93	Testing, Adjusting and Balancing IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 13	Ductwork Insulation IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 19	HVAC Piping Insulation IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 08 00	Commissioning of HVAC	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 21 00	Hydronic Piping IMEG	10/28/2019	Bid Documents

23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 31 00	Ductwork IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 33 00	Ductwork Accessories IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 34 16	Power Ventilators	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 34 23	HVAC Power Ventilators	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 37 00	Air Inlets and Outlets IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 81 21	Computer Room Air-Conditioning Units IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 81 45	Variable Refrigerant Volume Heat Pumps IMEG	10/28/2019	Bid Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 82 00	Terminal Heat Transfer Units IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 00	Basic Electrical Requirements IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 13	Wire and Cable IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 17	Electric Heat Trace and Snow Melt IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 26	Grounding and Bonding IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 27	Supporting Devices IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 33	Conduit and Boxes Grounding IMEG	10/28/2019	Bid Documents
26 - Electrical	26 05 53	Electrical Identification IMEG	10/28/2019	Bid Documents
26 - Electrical	26 08 00	Commissioning of Electrical Systems	10/28/2019	Bid Documents
26 - Electrical	26 09 33	Lighting Control Systems IMEG	10/28/2019	Bid Documents
26 - Electrical	26 20 00	Electric Service Entrance IMEG	10/28/2019	Bid Documents
26 - Electrical	26 22 00	Dry Type Transformers IMEG	10/28/2019	Bid Documents

26 - Electrical	26 24 16	Panel Boards IMEG	10/28/2019	Bid Documents
26 - Electrical	26 24 19	Motor Control IMEG	10/28/2019	Bid Documents
26 - Electrical	26 27 26	Wiring Devices IMEG	10/28/2019	Bid Documents
26 - Electrical	26 27 29	Electric Vehicle Charging Station IMEG	10/28/2019	Bid Documents
26 - Electrical	26 28 16	Disconnect Switches IMEG	10/28/2019	Bid Documents
26 - Electrical	26 32 13	Packaged Engine Generator Systems IMEG	10/28/2019	Bid Documents
26 - Electrical	26 36 00	Transfer Switch IMEG	10/28/2019	Bid Documents
26 - Electrical	26 43 00	Surge Protection Devices IMEG	10/28/2019	Bid Documents
26 - Electrical	26 51 00	Lighting IMEG	10/28/2019	Bid Documents
27 - Communications	27 05 00	Basic Communications Systems Requirements IMEG	10/28/2019	Bid Documents
27 - Communications	27 05 26	Communications Bonding IMEG	10/28/2019	Bid Documents
27 - Communications	27 05 28	Interior Communications Pathways IMEG	10/28/2019	Bid Documents
27 - Communications	27 05 43	Exterior Communications Pathways IMEG	10/28/2019	Bid Documents
27 - Communications	27 05 53	Identification and Administration IMEG	10/28/2019	Bid Documents
27 - Communications	27 11 00	Communications Equipment Room IMEG	10/28/2019	Bid Documents
27 - Communications	27 13 00	Backbone Cabling Requirements IMEG	10/28/2019	Bid Documents
27 - Communications	27 15 00	Horizontal Cabling Requirements IMEG	10/28/2019	Bid Documents
27 - Communications	27 17 10	Testing IMEG	10/28/2019	Bid Documents
27 - Communications	27 17 20	Support and Warranty IMEG	10/28/2019	Bid Documents
28 - Electronic Safety and Security	28 05 00	Basic Safety and Security Systems Requirements IMEG	10/28/2019	Bid Documents
28 - Electronic Safety and Security	28 13 00	Electronic Access Control IMEG	10/28/2019	Bid Documents
28 - Electronic Safety and Security	28 23 00	Video Security Systems IMEG	10/28/2019	Bid Documents
31 - Earthwork	31 10 00	Site Clearing BRCJ	10/28/2019	Bid Documents

31 - Earthwork	31 20 00	Earth Moving Classified BRCJ	10/28/2019	Bid Documents
31 - Earthwork	31 23 00	Excavation and Fill BRCJ	10/28/2019	Bid Documents
31 - Earthwork	31 50 00	Excavation Support and Protection BRCJ	10/28/2019	Bid Documents
32 - Exterior Improvements	32 12 16	Asphalt Paving BRCJ	10/28/2019	Bid Documents
32 - Exterior Improvements	32 31 13	Chain Link Fences and Gates	11/12/2019	Addendum #3
32 - Exterior Improvements	32 33 00	Site Furnishings	11/12/2019	Addendum #3
33 - Utilities	33 00 10	CBU Construction Specifications BRCJ	10/28/2019	Bid Documents
33 - Utilities	33 10 00	Water Utilities BRCJ	10/28/2019	Bid Documents
33 - Utilities	33 30 00	Sanitary Sewerage Utilities	10/28/2019	Bid Documents
33 - Utilities	33 40 00	Storm Drainage Utilities	10/28/2019	Bid Documents



**19-106**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM FOR**  
**CONSULTANT FOR FOURTH STREET GARAGE**

- WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) approved a Project Review & Approval Form (“Form”), to hire consultant to consult for the City on the Fourth Street and Trades District Parking Garages (“Project”) in Resolution 18-45; and
- WHEREAS, in Resolution 18-46, the RDC approved an Agreement with CORE Planning Strategies, LLC (CORE), to provide the consultant services for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00); and
- WHEREAS, City Staff and CORE believe it is in the best interest of the Project to add additional time and services including continued coordination and consulting on the Project, environmental and engineering, and ParkSmart management to the scope of the contract (“Additional Services”); and
- WHEREAS, the cost for these Additional Services shall not exceed Two Hundred Ninety-Nine Thousand Seventy Dollars (\$299, 070.00), for a total contract amount not to exceed Four Hundred Ninety-Nine Thousand Seventy Dollars (\$499, 070.00); and
- WHEREAS, City staff have brought an Amended Project Review & Approval Form for the RDC’s consideration, which is attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission reiterates that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Mary Alice Rickert, Secretary

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Date

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
AMENDED PROJECT REVIEW & APPROVAL FORM**

**Please Note:**

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

*To Be Completed by Requesting Party:*

**Project Name:**        **4<sup>th</sup> Street and Trades District Garages**

**Project Manager:**    Jeff Underwood, Controller

**Project Description:** This is a project is to retain the services of a project manager and consultant to assist with the construction of the new 4<sup>th</sup> Street Parking Garage and the Trades District Parking Garage. The Contract also includes environmental and engineering services, and ParkSmart Certification management.



**Project Timeline:**

Start Date: August 2018

End Date: **March 2021**

**Financial Information:**

Estimated full cost of project:	<b>\$499,070</b>
Sources of funds:	Consolidated TIF / 2015 TIF Bond

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

Step	Description	Quoted Cost	Timeline
1.	Consultant – Pre-Design	\$36,800	Aug. 2018 – Feb. 2019
2.	Conceptual Design and Expenses	\$8,000	Feb. 2019
3.	Due Diligence, Site Surveys, and Technical/Environmental Studies	<b>\$156,000</b>	<b>Dec 2019 – Mar. 2021</b>
4.	Design/Construction (Includes Reimbursable Expenses)	<b>\$140,900</b> <b>\$251,120</b>	Feb. 2019 – <b>Mar. 2021</b>
5.	<b>ParkSmart Consultant and Management</b>	<b>\$47,150</b>	<b>Dec. 2019 – Mar. 2021</b>

**TIF District:** Consolidated TIF (Downtown)/2015 TIF Bond

**Resolution History:** 18-45: Approval of Project Review and Approval Form  
 18-46: Approval of Agreement with CORE Planning Strategies  
**19-106: Amended Project Review and Approval Form**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**FIRST ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION AND  
CORE PLANNING STRATEGIES, INC.**

This First Addendum supplements the Agreement for Design Services between the City of Bloomington Redevelopment Commission (“RDC”) and CORE Planning Strategies, Inc., (“CORE”) (“Agreement”) executed on September 17, 2018, as follows:

1. Pursuant to Section 1.15.1, additional services and fees may be agreed to by the parties in writing. The RDC and CORE believe it is in the best interest of the project to add certain services to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit 1, which is attached to this Addendum and incorporated herein.
2. Section 1.11 stated that Phase 2 of the Project would begin in January 2019 and last through May 2020. That section shall be amended include an extension of ten (10) months as follows: “Phase 2: Design/Construction: January 2019 – March 2021”
3. Scope of Services: Section 1.14 of the Agreement shall be amended to add the following subsection:

1.14.2 Additional Services Compensation

- A. The CORE Planning Strategies Fee will Increase due to extended project schedule and additional project complexities. The current contract reflects a completion of May 2020. Since this project will extend beyond the original completion date, additional services will be invoiced by month.
  - a. \$8,770 for 10 additional months for a total of \$60,220. (June 2020 – March 2021)
  - b. \$2,500 Additional fee for 16 months due to project complexities for a total of \$40,000.
  - c. GRAND TOTAL of INCREASE: \$100,220.00
  - d. Reimbursables expenses such as mileage, etc. apply to this scope of work and will not exceed \$5,000.
- B. Reimbursable Expenses shall increase to provide specialty consulting services requested by the City of Bloomington:
  - a. Facility Commissioning Group (FCG): As a consultant to CORE Planning Strategies, FCG will provide Commissioning and Verification + Enhanced System Commissioning for Parksmart Version 1.0 compliance (achieving 8 Parksmart points) for \$41,500.00 at the 4th Street Garage Project.
    - i. This is proposed as a fixed fee and will be invoiced as work is completed.
    - ii. An additional 10% fee by CORE Planning Strategies (per paragraph 1.14.1) will be applied to all invoices for a total of \$4,150.00.
    - iii. All terms and conditions listed in the attached subconsultant proposal apply to this agreement with the City of Bloomington.

- iv. If Enhanced Commissioning is not required, a (\$8,200) deduct can be applied.
  - v. Refer to the attached subconsultant agreement for additional details.
  - vi. All mileage reimbursables apply to this scope of work and will not exceed \$1,500.
- b. Patriot Engineering and Environmental (Patriot): As a consultant to CORE Planning Strategies, Patriot will provide construction material testing and inspection services for the 4th Street Garage Project will be approximately \$132,000.00.
- i. This is proposed as a time and material contract and will be invoiced as work is completed per the schedule (proposal attached).
  - ii. An additional 10% fee by CORE Planning Strategies (per paragraph 1.14.1) will be applied to all invoices for a total of \$13,200.00.
  - iii. All terms and conditions listed in the attached subconsultant proposal apply to this agreement with the City of Bloomington.
  - iv. Due to the technical nature of this work, the CORE Planning Strategies and Patriot companies mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
  - v. Refer to the attached subconsultant agreement for additional details.
  - vi. All mileage reimbursables apply to this scope of work and will not exceed \$1,500.
4. Compensation: The RDC shall pay CORE an amount not to exceed \$299,070.00 for the Additional Services. Any unused amount attributed in Exhibit 1 to an allowance or alternate shall remain with the RDC.
5. In all other respects, the Agreement shall remain in effect as originally written.

[Signature Page Follows]

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

**CITY OF BLOOMINGTON**

**CORE PLANNING STRATEGIES, LLC**

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

\_\_\_\_\_  
Debra S. Kunce, Managing Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Mary Alice Rickert, Secretary

\_\_\_\_\_  
Date

**EXHIBIT 1**

**Amendment to Project Management Agreement**  
**City of Bloomington – 4<sup>th</sup> Street and Trades Parking Garages**

This Amendment to the Project Management agreement entered into by and between City of Bloomington, Indiana, the City of Bloomington Redevelopment Commission (collectively the "Owner"), and Core Planning Strategies, LLC (the Consultant) September 2018 shall be amended as follows:

1.14 Basic Compensation

- A. The CORE Planning Strategies Fee will Increase due to extended project schedule and additional project complexities. The current contract reflects a completion of May 2020. Since this project will extend beyond the original completion date, additional services will be invoiced by month.
  - a. \$8,770 for 10 additional months for a total of \$60,220. (June 2020 – March 2021)
  - b. \$2,500 Additional fee for 16 months due to project complexities for a total of \$40,000.
  - c. GRAND TOTAL of INCREASE: \$100,220.00
  - d. Reimbursables expenses such as mileage, etc apply to this scope of work and will not exceed \$5,000.
- B. Reimbursable Expenses shall increase to provide specialty consulting services requested by the City of Bloomington:
  - a. Facility Commissioning Group (FCG): As a consultant to CORE Planning Strategies, FCG will provide Commissioning and Verification + Enhanced System Commissioning for Parksmart Version 1.0 compliance (achieving 8 Parksmart points) for \$41,500.00 at the 4<sup>th</sup> Street Garage Project.
    - i. This is proposed as a fixed fee and will be invoiced as work is completed.
    - ii. An additional 10% fee by CORE Planning Strategies (per paragraph 1.14 Basic Compensation) will be applied to all invoices for a total of \$4,150.00.
    - iii. All terms and conditions listed in the attached subconsultant proposal apply to this agreement with the City of Bloomington.
    - iv. If Enhanced Commissioning is not required, a (\$8,200) deduct can be applied.
    - v. Refer to the attached subconsultant agreement for additional details.
    - vi. All mileage reimbursables apply to this scope of work and will not exceed \$1,500.
  - b. Patriot Engineering and Environmental (Patriot): As a consultant to CORE Planning Strategies, Patriot will provide construction material testing and inspection services for the 4<sup>th</sup> Street Garage Project will be approximately 132,000.00.

- i. This is proposed as a time and material contract and will be invoiced as work is completed per the schedule (proposal attached).
- ii. An additional 10% fee by CORE Planning Strategies (per paragraph 1.14 Basic Compensation) will be applied to all invoices for a total of \$13,200.00.
- iii. All terms and conditions listed in the attached subconsultant proposal apply to this agreement with the City of Bloomington.
- iv. Due to the technical nature of this work, the CORE Planning Strategies and Patriot companies mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- v. Refer to the attached subconsultant agreement for additional details.
- vi. All mileage reimbursables apply to this scope of work and will not exceed \$1,500.

All other terms of the agreement remain the same.

In Witness Whereof, the parties hereto have made and executed this amendment as follows:

**OWNER:**

**PROJECT MANAGER:**

**City of Bloomington**

**CORE Planning Strategies, LLC**

By: \_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

By:  \_\_\_\_\_  
Debra S. Kunce, Managing Principal

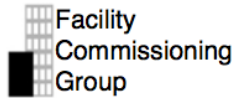
**City of Bloomington Redevelopment Commission**

By: \_\_\_\_\_  
Donald Griffin, RDC President

ATTEST:

By: \_\_\_\_\_  
Mary Alice Rickert, Secretary

October 18, 2019



October 11, 2019

Josh Scism  
Core Planning Strategies  
429 N. Pennsylvania St, Suite 304  
Indianapolis, IN 46204

RE: City of Bloomington – 4<sup>th</sup> Street Parking Garage  
Parksmart Commissioning Fee Proposal

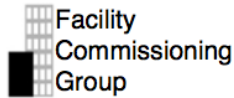
Mr. Scism,

We have prepared a scope of work and associated fee based on our October 8, 2019 meeting regarding the commissioning scope of the project to adhere to Parksmart Version 1.0, Standard 2016 requirements. A fee breakdown for commissioning is shown at the end of this document.

We have considered the following parameters:

- This project consists of a multistory parking garage with office and public restroom space, plus retail shell space. The facility includes approximately 180,855 SF and 550 parking spaces. The retail fit-out is not included in our proposed scope of work.
- Proposed Commissioning Scope of Work is consistent with LEED Version 4 requirements for Commissioning, as outlined in the Parksmart Standard 2016, Measure 9, Building Systems Commissioning. LEED v4 Fundamental and Enhanced Option 1, Path 1 Commissioning scopes of work have been provided for consideration.
- According to the Parksmart Standard 2016, LEED v4 Fundamental and Enhanced requirements would achieve 8 points. Fundamental Commissioning only would achieve 6 points.
- LEED v4 requires inclusion of the following systems:
  1. HVAC
  2. Building Automation (Controls)
  3. Plumbing Systems including Domestic Hot Water
  4. Electrical including Service, Distribution and Lighting Controls
  5. Renewable Energy Systems
  6. Building Envelope (BOD/OPR Review)
- LEED v4 Fundamental requires performing the following tasks for each system:
  1. OPR/BOD Review and Coordination (includes Building Envelope)
  2. Design Review/Reports
  3. Design Phase Cx Plan/Cx Specification
  4. Commissioning Meetings/Site Observations





5. Write System Verification Checklists (SVC)
  6. Write Functional Performance Tests (FPT)
  7. Equipment Start-Up
  8. TAB Verification / Review (HVAC and DHW Only)
  9. Functional Performance Tests
  10. Compile Current Facility Requirements (CFR)/O&M Maintenance Plan
  11. Commissioning Report
- LEED v4 Enhanced requires performing the following tasks for each system:
    1. Additional Design Review
    2. Submittal Reviews
    3. Systems Manual
    4. O&M/Training Plan and Verification
    5. Warranty Review
    6. Ongoing Cx Plan
  - We anticipate attending two Design Review meetings, holding one Cx Kickoff meeting after bid and another as a refresher when commissioned systems are being installed. We anticipate one site visit per quarter until the commissioned system installation begins, and following progress in between by reviewing meeting minutes. After commissioned system installation begins, we anticipate attending one meeting per month prior to startup.
  - Other deliverables are detailed in the Fee Proposal section.

Facility Commissioning Group appreciates this opportunity to perform commissioning services for this project.

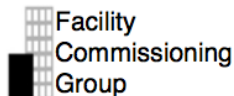
Please contact us with any questions or comments about this proposal, the commissioning process or the Parksmart and LEED process.

Sincerely,

FACILITY COMMISSIONING GROUP, INC.

A handwritten signature in black ink, appearing to read "V. Todd Yates".

V. Todd Yates, PE  
President



**City of Bloomington**  
**4<sup>th</sup> Street Parking Garage**  
 Bloomington, Indiana

**Parksmart Version 1.0, Standard 2016**  
**LEED v4 Commissioning Services Fee Proposal**

**LEED Fundamental – Commissioning and Verification \***

HVAC Fundamental Commissioning Total .....	\$11,000.00
Plumbing/DHW Fundamental Commissioning Total.....	\$4,500.00
Electrical/Lighting Controls Fundamental Commissioning Total.....	\$17,300.00
Building Envelope Fundamental Commissioning Total.....	\$500.00
<b>LEED v4 Fundamental Commissioning TOTAL</b>	<b>\$33,300.00</b>

**LEED Enhanced – Option 1, Path 1 Enhanced Systems Commissioning \***

HVAC Enhanced Commissioning Total .....	\$3,200.00
Plumbing/DHW Enhanced Commissioning Total.....	\$1,800.00
Electrical/Lighting Controls Enhanced Commissioning Total.....	\$3,200.00
<b>LEED v4 Enhanced Option 1, Path 1 Commissioning TOTAL</b>	<b>\$8,200.00</b>

**LEED v4 Overall Commissioning TOTAL** **\$41,500.00**

\* Detailed breakdown for individual deliverables shown on following pages

## LEED Fundamental – Commissioning and Verification

### HVAC and HVAC Controls

OPR/BOD Review & Coordination	\$400.00
Design Review/Reports	\$800.00
Design Phase Cx Plan/Cx Specification	\$100.00
Commissioning Meetings / Site Observation	\$2,000.00
Write System Verification Checklists (SVC)	\$800.00
Write Functional Performance Tests (FPT)	\$800.00
Equipment Start-Up	\$500.00
TAB Verification / Review	\$400.00
Functional Performance Tests	\$3,000.00
Compile CFR/O&M Maintenance Plan	\$1,000.00
Commissioning Report	\$1,200.00
<b>Total</b>	<b>\$11,000.00</b>

### Plumbing and DHW

OPR/BOD Review & Coordination	\$200.00
Design Review/Reports	\$400.00
Design Phase Cx Plan/Cx Specification	\$100.00
Commissioning Meetings / Site Observation	\$750.00
Write System Verification Checklists (SVC)	\$400.00
Write Functional Performance Tests (FPT)	\$200.00
Equipment Start-Up	\$250.00
Functional Performance Tests	\$1,000.00
Compile CFR/O&M Maintenance Plan	\$400.00
Commissioning Report	\$800.00
<b>Total</b>	<b>\$4,500.00</b>

### Electrical Distribution and Lighting Controls

OPR/BOD Review & Coordination	\$400.00
Design Review/Reports	\$800.00
Design Phase Cx Plan/Cx Specification	\$100.00
Commissioning Meetings / Site Observation	\$2,000.00
Write System Verification Checklists (SVC)	\$800.00
Write Functional Performance Tests (FPT)	\$2,000.00
Equipment Start-Up	\$4,000.00
Functional Performance Tests	\$4,000.00
Compile CFR/O&M Maintenance Plan	\$1,600.00
Commissioning Report	\$1,600.00
<b>Total</b>	<b>\$17,300.00</b>

### Building Envelope

OPR/BOD Review & Coordination	\$500.00
<b>Total</b>	<b>\$500.00</b>

## LEED Enhanced – Option 1, Path 1 Enhanced Commissioning

### HVAC and HVAC Controls

Additional Design Review	\$400.00
Submittals Review	\$800.00
Systems Manual	\$800.00
O&M Training Plan and Verification	\$400.00
Warranty Review	\$400.00
Ongoing Cx Plan	\$400.00
<b>Total</b>	<b>\$3,200.00</b>

### Plumbing and DHW

Additional Design Review	\$200.00
Submittals Review	\$400.00
Systems Manual	\$400.00
O&M Training Plan and Verification	\$400.00
Warranty Review	\$200.00
Ongoing Cx Plan	\$200.00
<b>Total</b>	<b>\$1,800.00</b>

### Electrical Distribution and Lighting Controls

Additional Design Review	\$400.00
Submittals Review	\$800.00
Systems Manual	\$800.00
O&M Training Plan and Verification	\$400.00
Warranty Review	\$400.00
Ongoing Cx Plan	\$400.00
<b>Total</b>	<b>\$3,200.00</b>



**PATRIOT ENGINEERING  
and ENVIRONMENTAL, Inc.**

*Engineering Value for Project Success*

October 4, 2019

Mr. Josh Scism  
Core Planning Strategies, LLC  
429 North Pennsylvania Street, Suite 304  
Indianapolis, Indiana 46204

**Re: Proposal for Construction Materials Testing and Inspections  
4<sup>th</sup> Street Garage**  
Bloomington, Indiana  
Patriot Proposal No.: 19-1626-11C

Dear Josh,

We are pleased to submit this proposal to provide construction material testing and inspection services for the referenced project. Based on previous involvement with the project as the geotechnical engineering firm of record, our proposed services include foundation inspection and testing procedures consistent with project design and specification requirements. Based on the project schedule anticipated by FA Wilhelm, we estimate the cost of our proposed testing and inspection services will be approximately **\$132,000**. *We feel that our local proximity to the project site will provide exceptionally responsive service and cost savings.*

We propose performance of our services on a time and materials basis in accordance with the unit rates listed in the attached fee schedule. Our estimated fees for the described services shall be considered not to exceed costs, rather than lump sum quotes. The overall fee for our services will be determined by the scheduling of our activities and work requested by the client's representative, as well as requirements set forth in project specifications. Costs beyond the stated fee estimates could be approved through change orders, or services would be terminated at the stated price.

As our formal authorization to proceed, please fill out and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this proposal for our files. Also, please note the Terms and Conditions included herein, which are an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for Patriot's General Terms and Conditions and recognizes this proposal. We greatly appreciate the opportunity to offer our services to you on this project. If you should have any questions or require further information, please feel free to contact this office at your earliest convenience.

Respectfully submitted,  
**Patriot Engineering and Environmental, Inc.**

Zachary G. Ethington, P.E.  
Branch Office Manager

## PROJECT DESCRIPTION

Based on our correspondence, we understand that a new parking structure is planned to replace the existing 4th Street Garage in Bloomington, Indiana. The new structure will occupy the full footprint of the existing garage as well as the properties directly south of the existing garage extending to 3<sup>rd</sup> Street. The project scope will include the construction of a new six level parking structure with grade level retail space. We understand the proposed structure will be supported by drilled shaft foundations on bedrock with bearing pressures not exceeding 50 kips per square foot. The proposed superstructure will consist of cast-in-place concrete with post-tensioned elevated decks.

## PROPOSED TESTING SERVICES

*Patriot* proposes to perform material testing and inspection services for the project. We understand our services will be required for earthwork construction, foundation construction, cast-in-place concrete construction, post-tensioning, and masonry construction. The services described below constitute what we anticipate will be the required material testing services for the project. Additional testing or engineering consulting services may be quoted upon request.

- **Structural Fill Testing**

For construction of the building pad (existing basement backfill), we propose to provide compaction testing using a nuclear density gauge. Proctor testing will be conducted on selected fill materials (lean clay is recommended) to determine optimum compaction criteria prior to providing density testing in the field. Upon completion of fill operations, we propose to observe a proofroll of the pad prior to construction of the stone base. The proofroll should consist of engineering observation of repeated parallel passes using a fully loaded tri-axle dump truck across the building pad. Areas determined to exhibit excess pumping or deflection should be corrected as recommended by the engineer. We estimate structural fill testing services will require twenty-five (25) full-time site visits for the duration of fill placement activities at the building pad area.

- **Limestone Bedrock Foundation Support**

Due to the limestone geology of the site, the bedrock underlying the proposed rock-supported foundations should be evaluated by a geotechnical engineer for acceptable foundation support characteristics. This will require that test holes of at least 2 inches in diameter be extended to depths of at least 10 feet below the encountered bedrock surface or proposed foundation bearing elevation, whichever is greater, at each isolated foundation location. A geotechnical professional should observe test drilling then assess the rock for voids and clay seams inside the probe holes and determine the approximate depth that suitable foundation bearing material has been encountered. Additional rock removal and test drilling may be required at some foundation locations. Pre-marked locations for probe holes, surface elevations, and drilling of test holes will be provided by surveyors retained by *Patriot*. We estimate bedrock drilling at the site will require three (3) days to complete.

- **Foundation Inspections and Testing**

*Patriot* proposes to provide full-time inspections of drilled shaft foundation construction. These services will be performed to verify that foundation excavations have been advanced to competent bedrock elevations as determined by test drilling activities. Observations will also confirm that foundation excavations are fully supported by competent bedrock. Reinforcing steel inspections and concrete testing as described below will also be provided during construction. We estimate foundation construction will require thirty (30) full-time site visits for the project. We also anticipate that grade beam construction will occur concurrently within the schedule allotted for drilled shaft foundations.

- **Concrete Testing**

*Patriot* proposes to provide material testing of cast-in-place concrete. Cast-in-place concrete will be used to construct structural foundations, walls, columns, PT decks, and floor slabs. Prior to concrete placement, inspections will be provided to verify correct reinforcing steel placement including grade of steel, bar quantities, diameters, cleanliness, and form clearance. Concrete testing will be conducted during construction to determine slump, temperature, air content, and a typical set of 5 cylinders will be molded for compressive strength testing at 7 and 28 days in accordance with ACI requirements. We estimate that these services will require forty (40) visits for column/wall construction and twenty-three (23) site visits for construction of decks and slabs. Deck and slab pours will require three (3) technicians to accommodate the specified frequency of concrete tests.

- **Deck and Slab Construction**

Unbonded, post-tensioned concrete decks will be constructed during the erection of the building superstructure. Prior to concrete placement, inspections will be provided to verify correct reinforcing steel and tendon placement. *Patriot* proposes to also provide inspections during post tensioning operations to verify loading and elongation of tendons. We estimate that these site inspection services will require thirty-six (36) visits by a post-tensioning inspector to complete.

- **Masonry Inspections**

*Patriot* proposes to provide periodic inspections and material testing of concrete masonry unit (CMU) and veneer masonry construction. These services will include inspection of wall reinforcement, block, mortar, and grout materials. Complimentary laboratory material testing services will be provided in accordance with ASTM C 67, C 140, C 109, and C 1019 to determine the strength of masonry materials for every 5,000 square feet of wall space in accordance with project requirements. Field personnel will also verify mortar and grout installations comply with submitted mix designs. We estimate periodic masonry inspections and material testing will require ten (10) site visits to complete.

## Qualifications

Estimated costs are based on anticipated durations indicated above. At the completion of each workday, daily reports documenting the previously described observation and testing services will be provided. Reports will indicate respective test results as well as note possible observed deficiencies requiring amendment. All tests will be conducted in general accordance to ASTM, ACI, and AWS requirements. Our estimated fees are based on anticipated durations of the indicated testing services using the fees attached to this proposal. *Patriot* requests that a 24-hour notice prior to required testing services be provided in order to schedule testing services. Should you elect to utilize our services for this project, please complete the attached Proposal Acceptance Sheet and return one copy of our proposal in its entirety to our office. If we are to be issued a Purchase Order, please reference this proposal along with the Purchase Order. We appreciate the opportunity to offer our services to you on this project and look forward to working with you.



**Patriot Engineering Environmental, Inc.**  
Construction Materials Testing and Inspection Services

Service	Quantity	Unit Price	Unit	Total
<b>Field &amp; Laboratory Testing Services</b>				
Engineering Technician	1300	\$45.00	Hour	\$58,500
Engineering Technician (overtime)		\$67.50	Hour	
Nuclear Density Gauge	25	\$75.00	Day	\$1,875
Standard Proctor (ASTM D698)	3	\$125.00	Each	\$375
Modified Proctor (ASTM D1557)		\$140.00	Each	
Sieve Analysis, washed (ASTM C136)		\$80.00	Each	
Sieve Analysis & Hydrometer (ASTM D422)		\$115.00	Each	
Specific Gravity (ASTM C127 or C128)		\$62.00	Each	
Atterberg Limits (ASTM D4318)		\$72.00	Each	
Concrete Compression Test Cylinders	1250	\$12.00	Each	\$15,000
Concrete Test Specimens (cast by others)		\$13.00	Each	
CMU Hollow Block Test (ASTM C140)	2	\$315.00	Each	\$630
Grout Prism Compression Test	40	\$20.00	Each	\$800
Concrete Shrinkage (ASTM C157)		\$325.00	Each Beam	
IntelliRock™ Meter		\$78.00	Day	
Mortar Cube Compression Test		\$12.00	Each	
Floor Flatness Evaluation (up to 25,000 sf)		\$425.00	Day	
Hydraulic Conductivity (cohesive soils)		\$290.00	Each	
Remold Samples		\$87.00	Each	
<b>Field &amp; Laboratory Testing Subtotal</b>		<b>\$77,180.00</b>		
<b>Steel Inspection Services</b>				
PT Technician, reg	300	\$65.00	Hour	\$19,500
PT Technician, OT		\$97.50	Hour	
Certified Weld Inspector (CWI I)		\$115.00	Hour	
Ultrasonic Equipment		\$100.00	Day	
Hazard Premium		\$8.00	Hour	
Calibrated Torque Wrench		\$35.00	Day	
Skidmore-Wilhelm Device		\$75.00	Day	
Anchor Bolt Pull-test Device		\$125.00	Day	
<b>Steel Inspection Subtotal</b>		<b>\$19,500.00</b>		



**Patriot Engineering Environmental, Inc.**  
 Construction Materials Testing and Inspection Services



Service	Quantity	Unit Price	Unit	Total
<b>Bedrock Test Drilling Services</b>				
CAD/Drafting Services	8	\$85.00	Hour	\$680
Principal Engineer, P.E.	12	\$120.00	Hour	\$1,440
Drill Operation	3	\$2,875.00	Day	\$8,625
Drilling Mobilization	1	\$850.00	Each	\$850
Test Drilling Survey Layout (Provided by BRCJ)	1	\$2,530.00	Each	\$2,530
Onsite Engineer / Geologist	3	\$1,750.00	Day	\$5,250
<b>Bedrock Test Drilling Services Subtotal</b>		<b>\$19,375.00</b>		
<b>Professional Services</b>				
Word Processing	100	\$60.00	Hour	\$6,000
Project Manager	75	\$115.00	Hour	\$8,625
Project Engineer		\$130.00	Hour	
Staff Engineer		\$85.00	Hour	
Senior Project Manager/Engineer		\$132.00	Hour	
Principal Engineer, P.E.		\$140.00	Hour	
<b>Professional Services Subtotal</b>		<b>\$14,625.00</b>		
<b>Miscellaneous</b>				
Transportation	1680	\$0.77	Mile	\$1,294
Misc. Rented Equipment		Cost + 15%	Each	
<b>Miscellaneous Subtotal</b>		<b>\$1,293.60</b>		
<b>Estimated Project Total =</b>				<b>\$131,974</b>

**All field services must be scheduled through Patriot's office (not through field personnel).**

Minimum technician charge of 4 hours per day (not applied to sample/specimen pick-ups).

A 24-hour notice (workday prior) is required for scheduling field services.

Weekend services must be requested not later than noon on Friday (day prior)

Project Mgr. fees will be applied when field services not scheduled prior day, or per weekend provisions.

Project manager fees will apply to laboratory tests requiring rapid turnaround.

All field services are charged portal to portal.

Overtime rates apply for all time over 8 hours per day and Saturdays.

Work performed on Sundays and Holidays will be charged at twice the regular hourly labor rate.

Fees for other services not listed are available upon request.

Hazard premium applies for climbing structural steel or concrete.



## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

### 2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

### 3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

### 4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

### 5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

### 6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

### 7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

### 8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

### 9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

### 10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later

held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT*'S performance or other breach.

#### 11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

#### 12. DELAYS IN WORK

*PATRIOT* will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT*'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

#### 13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT*'S report, are based on information furnished by others and/or estimates made by *PATRIOT*'S personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT*'S and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

#### 14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

#### 15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT*'S or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT*'S recommendations that are not followed.

#### 16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### 17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

#### 18. FIELD MONITORING AND CONTROL

*PATRIOT* shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT*'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT*'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT*'s work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT*'S proposed and contracted scope of work.

**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

**20. SITE WORK**

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

**21. UTILITIES**

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

**22. SAMPLES**

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

**23. AQUIFER CONTAMINATION**

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

**24. HAZARDOUS SUBSTANCES**

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

**25. ENVIRONMENTAL PROBLEMS**

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

**26. ENVIRONMENTAL INDEMNITY**

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of

transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

**27. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

**28. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

**29. NON-SOLICITATION**

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

*Revised July 2017*

**19-107**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**TO APPROVE PURCHASE AGREEMENT FOR**  
**SHOWERS DRY KILN IN THE TRADES DISTRICT**

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a certified tech park (“CTP”) in Downtown Bloomington; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-22, the RDC is vested with the power to disburse and offer for sale real property; and
- WHEREAS, in accordance with Indiana Code § 36-7-14-22, the RDC formally offered the Dry Kiln for sale on September 15, 2015; and
- WHEREAS, on October 20, 2015, bids were opened, but no suitable offers were accepted following the offering; and
- WHEREAS, Indiana Code § 36-7-14-22(h) permits the sale of the real property by private negotiation after the closing of the bid and rejection of any offers; and
- WHEREAS, City Staff has negotiated an agreement to sell the Dry Kiln (“Property”), a copy of which is attached to this Resolution as Exhibit A (“Purchase Agreement”);

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

1. The RDC finds that the sale of the Property has a valid public purpose.
2. The RDC approves the Purchase Agreement. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Mary Alice Rickert, Secretary

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Date

## REAL ESTATE CONVEYANCE AGREEMENT

This Real Estate Conveyance Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of December 2019, by and between the City of Bloomington Redevelopment Commission (“RDC”) and Kiln Collective, LLC (“Purchaser”).

### RECITALS

- A. The RDC owns real property (hereinafter referred to as “Real Estate”) of historic and architectural significance in Bloomington, Indiana, commonly known as the Showers Kiln and located at 333 West 11th Street, in Monroe County, Indiana, which is more particularly described as follows:
- Lot 7 in the Trades District Amendment 1 Final Plat recorded as Instrument No. 2019002507.*
- B. Purchaser recognizes that the Real Estate includes a historic structure, and desires to maintain the character and elements of its uniqueness within the Trades District.
- C. Pursuant to IC 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the Quitclaim Deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

### TERMS AND CONDITIONS

1. **Agreement to Convey**: The RDC agrees to convey the Real Estate to Purchaser for Fifty Thousand Dollars (\$50,000.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing by certified check, cashier's check, or by wire transfer.
2. **Closing**: The purchase and sale of the Real Estate shall be closed on within thirty (30) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing, at 1:00 p.m. subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”
3. **Conditions Precedent to Closing**: Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

- A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:
- (1) current real estate taxes not delinquent; and
  - (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser. (collectively, "Permitted Exceptions").

As evidence of such title, RDC shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **fourteen (14)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. RDC shall cause the final owner's policy of title insurance to be delivered to Purchaser within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

- B. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause a staked survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to RDC not later than **ninety (90)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. If any objections raised by Purchaser are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder.
- C. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the Redevelopment Commission on or before **December 16, 2019**. If such approval is not received by Purchaser on or before such date then either party may terminate this Agreement.
- D. **Condition of Real Estate.** Purchaser, at its expense and within **ninety (90)** days after the Effective Date, shall have determined, in its sole discretion, that the Real Estate enjoys adequate rights of access to and from public roads. If within this **ninety (90)** days Purchaser, in its sole discretion, does not believe that the Real Estate enjoys adequate rights of access to and from public roads and this requirement is not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder



- E. **Government and Land Use Approvals** Purchaser at its expense, and within **one hundred twenty (120)** days after the Effective Date, shall have secured land use approvals and any other government approvals for its intended use and development, including but limited to, parking, signage, design, and historical compliance. If such approvals are not received by Purchaser on or before the **one hundred twenty (120)** days expires, then Purchaser may terminate this Agreement.
  - F. **Financing.** Purchaser shall have **one hundred twenty (120)** days after the Effective Date to secure a commitment from a financial institution to financing in an amount and terms acceptable to Purchaser and in addition obtain an approval from the RDC for the placement of any necessary liens on the Property that may be required by such financing. If such a commitment and RDC approval are not received by Purchaser on or before the **one hundred twenty (120)** days expires, then Purchaser may terminate this Agreement.
  - G. **Environmental.** RDC shall within **sixty (60) days** after the Effective Date, shall, in a form satisfactory to Purchaser, send to Purchaser any environmental reports or studies in its possession and provide clarification and removal of the necessity for having an environmental restrictive covenant (ERC) placed on the property deed prohibiting the use of shallow groundwater for drinking water and limiting future site to non-residential use. The Purchaser may waive the RDC's obligations under this Section by providing acknowledgement of waiver in writing. The RDC, at RDC's sole cost and expense, shall within **one hundred twenty (120)** days after the Effective Date, provide to Purchaser in a form satisfactory to Purchaser, or have the requirement waived by Purchaser in writing, an All Appropriate Inquiry (AAI) compliant Phase I Environmental Site Assessment (ESA)
4. **Use of Real Estate:** The RDC's conveyance is subject to the following restrictions:
- A. For a **ten (10) year period** after the Real Estate is conveyed, unless the Parties otherwise agree in writing, Purchaser shall operate 100% of the Real Estate, including any newly developed improvements, as non-residential space.
  - B. Purchaser shall at all times use and maintain the Real Estate in accordance with the Covenant, Conditions, and Restrictions for the Trades District Subdivision, which are attached to this Agreement as **Exhibit B.**
  - C. Upon execution of this Purchase Agreement, Purchaser also agrees to execute a shared-access use agreement with the RDC for a shared sidewalk between the Real Estate and the Dimension Mill to the South. The easement shall be recorded and attached to this Agreement as **Exhibit C.**
5. **Transfer Back to RDC:** As part of the consideration for this conveyance, Purchaser and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Real Estate Conveyance Agreement. If at any time within ten (10) years after the conveyance, Purchaser materially fails to comply with the terms of Section 4 "Use of Real Estate" of this Agreement, and such breach continues for **ninety (90)** days after written notice from the RDC, then the Real Estate herein conveyed together with any improvements may, at the sole option of the RDC, be purchased by the RDC as defined below, unless Purchaser's compliance with these terms and conditions occurs during said

ninety (90) day period. If RDC requests to purchase of the Real Estate under this Section, the RDC shall pay Purchaser the average of two qualified MIA appraisals of the Real Estate and any improvements. RDC shall pay all of the costs and expenses of any conveyance and of the appraisals that may arise under the terms of this Section.

6. **Right of First Refusal:** For a period of **ten (10)** years, in the event Purchaser proposes to sell or otherwise dispose the Real Estate, the RDC shall have the right to purchase the Real Estate. The Purchase Price shall be the lesser of the amount offered by a potential purchaser so long as an offer to purchase is an arm's length offer from a party not related or connected with the Purchaser, or the average of two appraisals for the Real Estate. The Purchaser shall give the RDC written notice of its desire to sell or of an offer to purchase, and the RDC shall notify Purchaser within a **ninety (90)** day period whether the RDC wishes to purchase the Real Estate. If no notice to exercise this right is given during the **ninety (90)** day period, this Right of First refusal shall expire. The Right of First Refusal shall not apply to any conveyances to an entity that is wholly owned or controlled by the Purchaser.
7. **No Liens:** Except for the approval given with this Agreement for a lien under Section 3.F., without the RDC's prior written approval, Purchaser shall not permit any lien to attach to the Real Estate. This restriction shall expire after **ten (10)** years from the date of Conveyance. However, this paragraph does not apply to an assessment imposed by a unit of government for services provided to the Property, such as an assessment for utility, storm water, or solid waste fees.
8. **Warranty Deed and Other Documents:** The RDC agrees to deliver a Warranty deed to the Purchaser at Closing. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
9. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and Purchaser.
10. **Closing Adjustments and Prorations:**
  - A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.
  - B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
  - C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be cancelled as of the Closing Date.
  - D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.
11. **Covenants and Assurances:**
  - A. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing

authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.

- B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
  - C. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;
  - D. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
  - E. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
  - F. This Agreement shall be construed according to the laws of the State of Indiana.
12. **Default:** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Purchaser and such breach or default shall not have been cured by Purchaser within thirty (30) days (or such additional time as may be reasonably necessary to cure any non-payment default) after delivery by RDC of written Notice thereof to Purchaser, then RDC shall be entitled to recover Twenty-Five Thousand Dollars (\$25,000.00) as full liquidated damages, which shall be RDC's sole remedy at law and in equity and shall, in addition, also be entitled to recover attorneys' fees incurred in connection with any action to recover the liquidated damages or to enforce this Agreement.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by RDC, or if any representation or warranty made herein by RDC is untrue or breached as of the Closing Date, then Purchaser may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 4 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

13. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if

deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser: Kiln Collective, LLC  
Attn.: Don Weiler  
700 N. Rogers Street  
Bloomington, IN 47404

If to RDC: The Redevelopment Commission of Bloomington, Indiana  
Attn.: Larry Allen  
City of Bloomington Legal Department  
401 N. Morton St, Ste. 220  
Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

14. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.
15. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the quitclaim deed.
16. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
17. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
19. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
20. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

21. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

**KILN COLLECTIVE, LLC**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_  
Don Weiler, Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
John Hamilton, Mayor

Date: \_\_\_\_\_

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_  
Larry D. Allen  
Attorney No. 30505-53

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared John Hamilton, Mayor of Bloomington, and executed the foregoing Real Estate Conveyance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public's Signature

\_\_\_\_\_

Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared, Donald Griffin, President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate Conveyance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared \_\_\_\_\_, on behalf of Kiln Collective and executed the foregoing Real Estate Conveyance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_



**EXHIBIT A**  
**Kiln Collective Proposal**

**[Intentionally Left Blank]**

**EXHIBIT B**  
**Trades District Covenants, Conditions, and Restrictions**

**[Intentionally Left Blank]**

**EXHIBIT C**  
**Access Easement**

**[Intentionally Left Blank]**

**19-108**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO INSPECTION CONTRACT FOR  
2<sup>ND</sup> STREET / BLOOMFIELD ROAD MULTIMODAL IMPROVEMENTS**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and
- WHEREAS, on December 5, 2016, the RDC approved in Resolution 16-78 a Project Review and Approval Form (“Form”) that would complete multimodal safety improvements along West 2<sup>nd</sup> Street / West Bloomfield Road (“Project”); and
- WHEREAS, the Project is located within what was formerly known as the Adams Crossing Economic Development Area and is now within and serves the Consolidated TIF; and
- WHEREAS, City negotiated an agreement with HWC Engineering for inspection of the multimodal improvements (“Agreement”) for an amount not to exceed \$173,407.40, which the RDC approved in Resolution 18-62; and
- WHEREAS, the Project was slated for substantial completion in October of 2019, but has not yet been deemed substantially complete; and
- WHEREAS, the City now seeks approval of funds for a first amendment to the Agreement (“Amendment”), which is attached to this Resolution as Exhibit A, that covers the expense of the delay in substantial completion in an additional amount not to exceed \$18,434.29, and a grant total not to exceed \$191,841.69; and
- WHEREAS, the RDC has available funds in the Consolidated TIF to cover the costs of the Amendment in Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) 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 RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because the Project will improve the pedestrian access along West Bloomfield Road, improve entrance and egress from Twin Lakes Recreation Center, which serves the Consolidated TIF, and that the Construction of the Project serves the public's best interests.
3. The RDC hereby approves payment of an amount not to exceed \$191,841.69 from the Consolidated TIF for the inspection contract, which covers the additional \$18,434.29 as detailed in Exhibit A. The funding authorization contained in this Paragraph shall terminate on April 1, 2020.
4. The funding authorizations contained in this Resolution are contingent on the Board of Public Works approving the amendment to the Agreement on January 7, 2020. In the event that the Board of Public Works does not approve the amendment to the Agreement, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

---

Mary Alice Rickert, Secretary

---

Date

**LPA – CONSULTING CONTRACT**

**SUPPLEMENT #1**

This is a Supplemental Contract, entered into by the City of Bloomington, a local public agency, (hereinafter referred to as LPA) and Hannum Wagle & Cline Engineering (hereinafter to as CONSULTANT).

WHEREAS, the LPA and CONSULTANT entered into a Contract, providing for the necessary Construction Inspection for Bloomfield Avenue Multitmodal Safety Improvements required in connection with INDOT Project Number 1601851, dated October 02, 2018

**WITNESSETH**

WHEREAS there exists a need to modify the inspection agreement not to exceed amount to allow for additional inspection. The original substantial completion date for this project was October 18, 2019. As of December 05, 2019, the project is not substantially complete and has not been accepted by INDOT. In an effort to partner with the City of Bloomington, HWC is not requesting the full amount of time between these two dates. We are modifying the inspection agreement to allow for the extra time associated with these items.

THEREFORE, it is necessary to amend the Contract as follows:

1. APPENDIX “D”, Compensation:, A.1 is amended to read as follows:
  1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 191,841.69, unless a supplement is executed by the parties that increases the maximum amount payable. This adjusted not to exceed fee provides for an additional \$18,434.29 for inspection and travel expenses (mileage).
2. All other matters previously agreed to and set forth in the original Contract dated October 02, 2018 are not affected by this Supplement shall remain in full force and effect.

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

Hannum, Wagle & Cline  
Engineering

  
\_\_\_\_\_  
Signature

Terry Baker, President

City of Bloomington

\_\_\_\_\_  
Signature

Kyla Cox Deckard, President  
Print name and title

\_\_\_\_\_  
Signature

Beth H. Hollingsworth, Vice-President  
Print name and title

December 06, 2019  
Date

\_\_\_\_\_  
Signature

Philippa M. Guthrie, Corporation Counsel  
Print name and title

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:** 2<sup>nd</sup> Street / Bloomfield Road Multimodal Safety Improvements Project

**Project Manager:** Neil Kopper

**Project Description:**

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

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

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

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP), the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$104,331 in federal funds for preliminary



engineering, \$50,491 for construction engineering, and \$822,429 in federal funds for construction.

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

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

**Project Timeline:**

Start Date: January 01, 2017

End Date: September 30, 2020

**Financial Information:**

Estimated full cost of project:	\$2,041,150.52 <del>\$2,059,584.81</del>
Sources of funds:	
Federal Funding	\$977,251.00 <sup>1</sup>
Consolidated TIF or 2015 TIF Bond	\$1,063,899.52 <sup>2</sup> <del>\$1,082,333.81</del> <sup>2</sup>

**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	\$293,188.12	Jan 2017 – Sept 2020
2	Right-of-Way Acquisition	\$40,785	2018
3	Construction	\$1,533,770	Jan 2019 – Sept 2020
4	Construction Engineering	\$173,407.40 <del>\$191,841.29</del>	Jan 2019 – Sept 2020

**TIF District:** Consolidated TIF (Adams Crossing)

**Resolution History:** 16-78 Original Project Review and Approval Form  
 17-18 Approval of Preliminary Engineering Contract  
 18-06 Approval of Preliminary Engineering Contract Supplement  
 18-54 Approval of Preliminary Engineering Contract Supplement 2

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

- 18-55 Reimbursement of Right of Way Acquisition
- 18-62 Approval of Construction Engineering Contract
- 19-16 Approval of Construction Funding
- 19-108 Approval of Amendment #1, Construction Inspection**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_