

AGENDA
REDEVELOPMENT COMMISSION
November 2, 2020 at 5:00 p.m.

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.
The public may access the meeting at the following link:*

*<https://bloomington.zoom.us/j/96050088761?pwd=ekdaMXlteXcvUHF1VjJ2WCtiTjFUdz09>
Meeting ID: 960 5008 8761 -- Passcode: 759125*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 19, 2020
- III. EXAMINATION OF CLAIMS** –October 16, 2020 for \$380,802.04
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 23, 2020 for \$30,183.39
- 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. Annual Report by Reedy
 - B. Resolution 20-79: Approval of Design Contract for 1st Street Reconstruction Project
 - C. Resolution 20-80: Approval of Project Review and Approval Form for Traffic Signal Replacement at 3rd Street and Indiana Avenue
 - D. Resolution 20-81: Approval of Project Review and Approval Form for Traffic Signal Upgrades on Walnut at 11th and 14th Streets
 - E. Resolution 20-82: Approval of Third Addendum to Contract with CORE Planning Strategies Garage Consultant Services
 - F. Resolution 20-83: Approval to Increase Funding under the Emergency Home Repair Grant
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 19, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8851>

I. ROLL CALL

Commissioners Present: Don Griffin, Eric Sandweiss, and David Walter

Commissioners Absent: Cindy Kinnarney and Nicholas Kappas

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

Others Present: Larry Allen, Attorney, City Legal Department; BEDC Representative; Alex Crowley, Director, Economic & Sustainable Development; Dave Askins, B Square Beacon; Emily Ersnberger, Herald-Times

- II. READING OF THE MINUTES** – David Walter moved to approve the October 5, 2020, minutes. Eric Sandweiss seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIMS** – Eric Sandweiss moved to approve the October 2, 2020, claim register for \$199,561.66. David Walter seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the October 9, 2020, payroll register for \$30,711.81. Eric Sandweiss seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Doris Sims reported hiring a new assistant director. His name is Brent Pierce and he will start work on November 2, 2020.
- B.** Legal Report. Larry Allen was available to answer questions.
- C.** Treasurer’s Report. Larry Allen was available to answer questions.
- D.** Business Development Updates. Alex Crowley stated there has been discussions with Browning to reach a mutual agreement for them to be a partner for the hospital site. Crowley said they were unable to come to an agreement. He said we will be going back into the market with a better sense of what we are looking for as a partner.
- Crowley said marketing for the commercial space of the 4th Street Garage is getting ready to begin.
- VI. NEW BUSINESS**
- A.** Resolution 20-71: Approval of CDBG COVID Funding Agreement for Boys & Girls Club. The approved funding amount is \$50,000. Funds will be used to provide additional programming for youths due to schools functioning remotely or on alternative days to prevent, prepare, and in response to COVID-19.
- B.** Resolution 20-72: Approval of CDBG COVID Funding Agreement for Hoosier Hills Food Bank. The approved funding amount is \$50,000. Funds will be used to collect, sort, and distribute food to community nonprofits to assist families in need of food due to COVID-19.

- C. Resolution 20-73: Approval of CDBG COVID Funding Agreement for Middle Way House. The approved funding amount is \$5,000. Funds will be used to provide emergency sheltering services during client intake to prevent, prepare, and in response to COVID-19.
- D. Resolution 20-74: Approval of CDBG1 COVID Funding Agreement for Mother Hubbard's Cupboard. The approved funding amount is \$25,000. Funds will be used to provide food items to people in need five days per week in response to COVID-19.
- E. Resolution 20-75: Approval of CDBG COVID Funding Agreement for My Sister's Closet. The approved funding amount is \$25,000. Funds will be used to provide essential career development tools and life skills to help women living in poverty find employment and become self-sufficient.
- F. Resolution 20-76: Approval of CDBG COVID Funding Agreement for New Hope for Families. The approved funding amount is \$33,862. Funds will be used to provide housing and case management services for homeless families seeking shelter including childcare and programming for school-aged children while living in the shelter.
- G. Resolution 20-77: Approval of CDBG COVID Funding Agreement for New Leaf New Life. The approved funding amount is \$15,000. Funds will be used to provide staff support to individuals in and out of incarceration with expanded programming and services to deal with the coronavirus including providing food, shelter, and supplies.
- H. Resolution 20-78: Approval of CDBG COVID Funding Agreement for Shalom Community Center. The approved funding amount is \$50,000. Funds will be used to provide staff support to conduct health safety checks for individuals seeking case management services and staff support for individuals seeking shelter.

Don Griffin asked for comments and questions from the public.

A member of the public asked if any CARES Act funds were left unused. Sims said we did not use all of the funds, however, the remaining funds will be used for a second round of funding to take place before the end of the year.

A member of the public asked why the RDC approves these resolutions. She also asked if the City Council will need to approve the resolutions. Sims said the COVID funding only requires approval from the RDC. The RDC approves the funding agreements because they are the governing body of the Housing and Neighborhood Development Department.

Following a motion, the board unanimously agreed to consider the resolutions as a group.

David Walter moved to approve Resolution 20-71, 20-72, 20-73, 20-74, 20-75, 20-76, 20-77, and 20-78 via roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, and Don Griffin voted yes. The motion passed unanimously.

I. BUSINESS/GENERAL DISCUSSION

J. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

20-79
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF DESIGN CONTRACT FOR 1st STREET RECONSTRUCTION PROJECT

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

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

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

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would purchase and redevelop the Old Bloomington Hospital Site (“Project”); and

WHEREAS, part of that Project includes making infrastructure improvements in the area surrounding the site, including along West 1st Street; and

WHEREAS, this infrastructure project would include full roadway reconstruction, replacing underground utilities, replacing traffic signals where needed along West 1st Street between Fairview Street and College Ave, and it may extend west to Patterson Drive and east to Walnut Street; and

WHEREAS, this project is eligible for 80% federal funding up to \$2,905,934; and

WHEREAS, construction is expected to begin in 2023; and

WHEREAS, through a request for information, the City identified VS Engineering out of nine responding engineering firm as the best design firm to provide preliminary engineering services for the infrastructure project (“Services”); and

WHEREAS, an Agreement with VS Engineering was approved by the Board of Public Works on October 27, 2020, and is attached to this Resolution as Exhibit A (“Agreement”); and

WHEREAS, the total cost for the Services is set an amount not to exceed \$720,959.03; and

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

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Seven Hundred Twenty Thousand Nine Hundred Fifty-Nine Dollars and Three Cents (\$720,959.03) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. 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, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900399

Project Description: This project includes the reconstruction of 1st Street from Fairview Street to College Avenue, in the City of Bloomington, IN. Reconstruction will replace the existing corridor with new asphalt section, new curb & gutter, and new sidewalks, along with replacement of the underground City utility facilities.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2024. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 720,959.03.

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

SECTION VI **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
Planning and Transportation Department
401 N. Morton St. Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.
President, VS Engineering, Inc.
4275 N. High School Drive
Indianapolis, IN 46254

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

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

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

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Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE,
CEO / President, VS Engineering

(Print or type name and title)

Signature

Kyla Cox Deckard
President, Board of Public Works

Signature

Beth H. Hollingsworth
Vice President, Board of Public Works

Attest:

Signature

(Print or type name and title)

Signature

Dana Palazzo
Secretary, Board of Public Works

Signature

Philippa M. Guthrie
Corporation Counsel

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

Task #1 - Project Administration & QA/QC

The CONSULTANT shall perform all management, coordination, and Quality Control tasks required for the completion of this project. These tasks are detailed as follows.

The CONSULTANT Project Manager shall coordinate and oversee the different aspects of this project development to ensure that all disciplines are working toward a common end goal and to keep all design activities on schedule and within budget.

The CONSULTANT shall assist LPA in preparation of Quarterly Tracking Reports, and attend Quarterly Tracking meetings held by INDOT and the MPO.

The CONSULTANT shall prepare and send monthly progress reports to the LPA.

The CONSULTANT shall prepare and conduct 3 submittal review meetings with the LPA prior to submissions to INDOT.

The CONSULTANT shall attend bi-weekly coordination meetings with the Hospital Site Redevelopment team to ensure that both projects are complementary. It is anticipated bi-weekly meetings will occur through the framework and design development phases (March 31, 2021), for a total of 10 meetings. Continue monthly coordination throughout 1st Street Reconstruction project design completion (25 additional meetings).

The CONSULTANT shall prepare and host two (2) public meetings either virtually or in-person. The date and location of these meetings will be coordinated with the LPA.

In addition to the Quality Control checks performed continuously during design, the CONSULTANT shall perform a complete Quality Control & Quality Assurance check prior to each submittal to the LPA and INDOT.

Task #2 – Topographic Survey

- A. CONSULTANT shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. CONSULTANT shall prepare and record a Location Control Route Survey. CONSULTANT work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

- B. Electronic files including the following shall be prepared and submitted by CONSULTANT as directed by client:
1. Finished plan view of topographic survey in AutoCAD .dwg format
 2. 1-foot contours in AutoCAD .dwg format
 3. TIN used to create contours as derived from Civil 3D in .xml format
 4. Electronic points file in .txt or .xml coordinate format.
 5. Location Control Route Survey in .pdf format
 6. Survey Book in .pdf format
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and survey book submitted. In addition, CONSULTANT shall complete the field survey as summarized below and as directed by the Client. The project areas to be field surveyed are described as follows:

Survey Limits

1st Street

Beginning at a point 80 feet west of the centerline of Walnut Street, survey west 3,425 feet. The width of survey varies throughout the project corridor; the intent is to pick up the building faces to locate the nearest structures but the width will be no more than 45 feet on each side of the centerline in the absence of any structures.

Fairview Street

Beginning at a point 45 feet south of the 1st Street centerline, survey south 200 feet at width of 30 feet each side of centerline.

Walker Street

Beginning at a point 45 feet north of the centerline of 1st Street, survey south 300 feet. The limits on the west side are to the face of any building, and on the east side 90 feet.

Patterson Drive

Adjacent to the survey along Walker Street, 285 feet of Patterson Drive is included. Survey will include the area between Patterson Drive and Walker Street (on the east side of Patterson Drive) and to the west edge of pavement of Patterson Drive.

Total survey includes 4,210 lineal feet of roadway by the widths described above.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. CONSULTANT shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by the client prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Monroe County Zone of the Indiana Geospatial Coordinate System will be used.

- G. Establish on-site elevation using NGS, DNR, Monroe County Surveyor's benchmarks, or the Online Positioning User Service (OPUS). Set temporary benchmarks throughout the project such that the elevation datum can be re-established during construction.
- H. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.
- I. Re-establish existing roadway alignments from plans for previous projects if applicable.
- J. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- K. Coordinate with all utility companies to locate and mark their utilities in field. CONSULTANT shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, CONSULTANT shall provide a listing of all utilities and all information available for that utility including address and telephone number.
- L. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. **Individual trees will not be located in heavily wooded areas.**
- M. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- N. Indicate spot elevations at all breaks in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- O. Provide a listing of all symbols, notations and legends used in the field survey. CONSULTANT shall furnish a hard copy together with all field survey information collected on electronic media. CONSULTANT shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. CONSULTANT shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. CONSULTANT shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- P. Prepare and record a Location Control Route Survey Plat depicting existing alignments, right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Task #3 - Roadway Design

The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The Project pathway design elements shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
2. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)
3. Indiana Design Memoranda, as published by the Indiana Department of Transportation (INDOT)

4. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by the Indiana Department of Transportation (INDOT)
5. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO).
6. Roadside Design Guide, as published by the American Association of State Highway and Transportation Officials.
7. Right-of-Way Engineering Manual, as published by the Indiana Department of Transportation (INDOT)
8. Americans with Disabilities Act, as published by the United States Department of Justice

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation, as necessary, to incorporate design standard changes into the project design.

The CONSULTANT shall prepare an Abbreviated Engineer's Report in accordance with the INDOT Design Manual. The report shall describe the project, existing conditions, planned improvements, statement of probable construction costs and different alternatives analyzed in developing the design of the project. Statements on right-of-way costs will be "best guess" estimates based upon available, existing information.

The CONSULTANT shall develop up to three (3) alternatives for roadway cross section, streetscape requirements, and traffic calming approaches with input from LPA. Any additional alternatives will be subject to additional compensation.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall prepare erosion and sediment control plans, technical computations and a stormwater pollution prevention plan as required to release to submit a Rule 5 Notice of Intent to the Indiana Department of Environmental Management. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with local, state and federal regulatory requirements.

The CONSULTANT shall coordinate with LPA and other stakeholders to include the installation of conduit for future fiber optic facilities. The number and size of the conduit, and spacing of handholes will be provided by LPA.

The responsible registrant shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall develop all roadway, sidewalk, traffic and erosion control plans in accordance with the aforementioned reference documents and prepare all submissions in accordance with the Indiana Design Manual and LPA Guidance Document, Latest Revisions as follows:

1. Prepare Stage I Plans for LPA Review. Upon receipt of review comments from LPA, submit Stage I Plans for INDOT review.
2. Schedule and hold a Preliminary Field Check Meeting using a virtual format, or at the Project Site.
3. Following the Preliminary Field Check Meeting, The Consultant shall Prepare Stage II Plans for LPA Review Only.
4. Prepare and submit Stage III Plans for LPA review. Upon receipt of review comments from LPA, submit Stage III Plans for INDOT review. The Stage III submittal shall include all the necessary items as required by the Indiana Design Manual, including but not limited to the following: construction plans, forms, certifications, estimates and special provisions (both recurring and unique). Stage III Plans shall convey all construction details for proposed improvements, proposed and existing right-of-way (both permanent and temporary), and all other necessary plan elements as required by the Indiana Design Manual
5. Upon approval of Stage III Plans, CONSULTANT shall prepare and submit Final Tracings to LPA and INDOT.

The CONSULTANT shall design and develop detailed plans for the construction of up to 250 linear feet of cast in place retaining wall in support of the roadway project and limiting right of way acquisition.

The CONSULTANT shall develop maintenance of traffic plans in accordance with the aforementioned reference documents.

The CONSULTANT shall be available during the letting process to answer questions and provide guidance.

The CONSULTANT shall also be available during construction to assist in the review of shop drawings and any changes made that may affect the design intent. This work is included in the Construction Phase Services fees as described in Appendix D.

Task #4 – Environmental Documentation

Objective

The objective of this task is to perform an environmental analysis to comply with the National Environmental Policy Act (NEPA) as implemented by INDOT and the Federal Highway Administration. The work will be accomplished following the appropriate sections of the INDOT *Procedural Manual for Preparing Environmental Documents* and the *Categorical Exclusion Manual*. It is anticipated that this project will require the completion of Level 2 Categorical Exclusion (CE-2) document.

Deliverables

The deliverable for this task is one completed and approved CE-2 document. As part of the environmental documentation process, separate submittals will be made to INDOT for approval of the Red Flag Investigation, MPPA request, and Information for Planning and Consultation (IPaC) verification.

Activity

As directed by the appropriate INDOT manuals mentioned under Objective and through coordination with the INDOT Seymour District environmental staff, the activities for completion of the CE-2 document will be as follows:

1. Attend Preliminary Field Check
2. Gather background data, prepare project mapping and GIS
3. Prepare Purpose and Need statement and preliminary alternative description.
4. Prepare a Red Flag Investigation (memo and maps) based on current INDOT Red Flag Investigation templates.
5. Perform a field visit of the project site to document existing conditions, take representative project area photographs, and verify results of the Red Flag Investigation.
6. Submit Red Flag Investigation to INDOT for approval.
7. Coordinate archaeological investigation and Minor Projects Programmatic Agreement (MPPA) documentation and approvals (see separate scope from Cardno).
8. Prepare an Early Coordination Package and distribute to appropriate agencies and personnel.
9. Perform an on-site waters investigation to delineate all potentially-jurisdictional water resources.
10. Prepare a Waters of the US report.
11. Prepare USFWS IPaC coordination and verification.
12. Prepare Environmental Justice study and coordinate with INDOT, if necessary
13. Prepare a draft CE-2 document using the current INDOT template and submit to INDOT Seymour District to secure its release for public involvement.
14. Prepare notice of planned improvement and have the notice published twice in a local newspaper.
15. Respond to requests for information generated by the public notice.
16. Revise the CE-2 document following the public comment period and submit to INDOT for approval.
17. Provide progress reports to the client throughout the environmental phase.
18. Provide text of the project's environmental commitments and comment requestor to the designer for creating commitments spreadsheet and uploading commitments report.

Assumptions

1. The project meets the criteria for a CE-2. Preparation of CE Level 3 or 4, an EA, or an EIS is not part of this scope.
2. This project will require acquisition of more than 0.5 acre of right-of-way.
3. The project will qualify as a minor project under the current version of the Minor Projects Programmatic Agreement (MPPA) for Section 106 resources.
4. No historic structures, properties, or districts are within or adjacent to the project area.
5. Coordination with INDOT-CRO will occur regarding the stone wall in the northwest corner of 1st and Rogers Streets. It is assumed that this wall is not eligible for listing in the NRHP or part of a property/district that is listed or eligible for listing in the NRHP. If it is determined that the presence of this wall will require additional investigations, documentation, reporting, or coordination, then a scope addendum will be required.
6. No studies, investigations, reports, or coordination related to Section 6(f), Section 4(f), historic properties, endangered species, karst, noise or hazardous materials are required.
7. No public hearing will be held.
8. Permits for impacts to water resources are not required.

Scope Exclusions

The following items are specifically not included in this scope of work:

1. Environmental Document preparation above a Categorical Exclusion Level 2 (CE Level 3 or 4, EA or EIS)
2. Full Section 106 involvement or coordination
3. Historic property records check, field investigation or reporting
4. Involvement in or attendance of public information meeting(s) or hearing
5. Hazardous materials investigations or site assessments
6. Endangered species surveys or formal Section 7 consultation
7. Karst study
8. Noise analysis or study
9. Section 6(f) documentation or study
10. Section 4(f) documentation or analysis
11. Preparation of permit applications, including IDEM 401, USACE 404, IDNR Construction in a Floodway, or county drainage
12. Mitigation for any environmental impacts

Only Items specifically identified by above shall be included in CONSULTANT's scope-of-work. Any items not specifically identified by the above scope-of-work shall not be completed by CONSULTANT without an executed supplemental agreement.

Task #5 – Streetscape Design (SUBCONSULTANT -- Context Design)

Meetings and Site Visits

There will be several layers of meetings included as part of the scope of work:

Public Meetings: SUBCONSULTANT shall prepare for and attend two (2) public meetings at select times during the process. It is anticipated that these will be virtual or in-person meetings with social distancing achieved if still required when the meeting is scheduled

Design Team Meetings: Due to the duration of the project, assume one meeting every other week between October 1, 2020 through April 1, 2021 and one meeting every month for the remaining duration of the project. This is equivalent to 35 design meetings for the course of this project.

Site Visits: SUBCONSULTANT anticipates up to 3 site visits to conduct an initial site inventory and analysis, including existing tree evaluation, as well as follow up visits to review specific areas of concern and unique design.

Design Process and Deliverables

Conceptual Design Process

1. Collaborate with the CONSULTANT to understand street cross sections along the 1st Street route as ROW is extended (if needed), utility locations (both existing and proposed), grade changes that require retaining walls
2. Identify areas of enhancements and traffic calming elements, including pedestrian crossings, bump outs, traffic tables, enhanced pavements, and traffic circles.
3. Coordinate locations of existing and new utilities to identify locations for street trees
4. Understand the impact the Kohr Building and retaining wall will have on the street enhancements

Conceptual Design Deliverables

1. Up to four (4) rendered site plans (at various scales) to show the extent of the project, locations of street improvements, relationship between different cross sections found along the 1st Street corridor, and plantings. Include up to three (3) rounds of revisions of all site plans to respond to comments from the LPA.
2. Provide up to two (2) cross section per block and one (1) cross section for each intersection to show ROW size and uses, scale, and materiality of areas along the corridor. Include up to three (3) rounds of revisions of all cross sections to respond to comments from the LPA.
3. Once final approval from the LPA is confirmed, provide a 3-D fly through down the street to show changes of use pattern as you move along 1st Street for community viewing and education.

Stage 1 Drawing Process

1. Convert the final graphics presented during conceptual design into CAD linework for quantification of materials, coordination of construction details, and documentation of construction plans
2. Coordinate the vertical elements with the horizontal elements to identify conflicts and unique site conditions that require specific detailing
3. Research materiality and identify the need for detailing of unique conditions to ensure maintenance friendly and cost-effective options and solutions are provided
4. Conduct a self QC review and attend a page turn with the LPA to receive feedback on design

Stage 1 Submittals

1. Planting Plans and Details: These plan and detail sheets will be coordinated with utilities (existing and proposed), site vision triangles, City of Bloomington standards, and on-site conditions. Plant quantities and a prototypical list of species will be provided.
2. Hardscape Plans and Details: These will identify the extent of pavements, materiality including specialty pavements, site furnishings, and hardscape details.
3. Lists of special provisions, computations, and costs for the above items.

Stage 3 Drawing Process

1. Incorporate LPA comments into plans
2. Add detail to all horizontal elements to add clarity for construction
3. Coordinate the vertical elements with the horizontal elements to ensure conflicts and unique site conditions are correctly detailed.
4. Research options for products and materiality.
5. Refine detailing of unique conditions to ensure maintenance friendly and cost-effective options and solutions. Work with the various LPA Departments that handle maintenance.
6. Conduct a self QC review and attend a page turn with the LPA to receive feedback on design

Stage 3 Submittals

1. Planting Plans and Details: These plan and detail sheets will be coordinated with utilities (existing and proposed), site vision triangles, City of Bloomington standards, and on-site conditions. Plant quantities and species will be provided.
2. Hardscape Plans and Details: These will identify the extent of pavements, materiality including specialty pavements, site furnishings, and hardscape details.
3. Layout Plans for plantings and hardscape elements to ensure the horizontal spacing and scale is constructed correctly.
4. Special provisions with a minimum of three equal options for all products, updated computations, and costs.

Final Tracings and Letting

1. Incorporate City of Bloomington comments into site drawings
2. Conduct a final coordination review with the LPA and CONSULTANT
3. Update final computations and costs
4. Conduct a self QC review
5. Publish final documents
 - o Pedestrian hardscape materials plans
 - o Pedestrian hardscape layout and jointing plans
 - o Planting plans
 - o Enlarged plans (as needed) for enhanced and transition areas along the corridor
 - o Pedestrian hardscape site details
 - o Planting Details
 - o Special provisions
 - o Updated computations and costs
1. Answer contractor questions regarding scope of work, details and design intent
2. Review substitution requests

Construction Phase Services (see Appendix D for fees)

1. Review product submittals
2. Conduct up to 3 site visits to review work completed in the field
3. Attend up to 10 construction progress meetings, virtually, to answer questions regarding Context scope of work.
4. Conduct a final punch visit to document construction quality that is not acceptable.

Task #6 – Traffic Signal Design

The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The Project traffic signal design elements shall be in accordance with the reference documents stated under Task #3 in effect at the time the roadway plans are submitted:

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation, as necessary, to incorporate design standard changes into the project design.

The CONSULTANT shall assess the condition of the existing signal infrastructure to determine re-use or demolition of existing signal features and infrastructure.

The CONSULTANT shall prepare and submit a Proprietary Material Request to INDOT for the use of certain signal elements that are required for consistency.

The CONSULTANT shall design all signal elements and locations, including mast arms, signal heads, APS pedestrian push buttons, pedestrian countdown timers and signals, controller location, conduit, and service point.

The CONSULTANT shall prepare all necessary signal plans, including any required tables and details, to be included in the construction drawings for each of the various submittals.

Task #7 – Utility Design

These detailed design services include the replacement of the sanitary, storm, and water utilities within the new project limits along 1st Street. The services will also include coordination with the City of Bloomington Utilities and the hospital redevelopment team to determine necessary sizing and capacity. The following list summarizes the improvements locations:

1. Sanitary shall be replaced beginning at Fairview Street to Walker Street (~1365 LF).
2. Water line shall be replaced beginning at Walker Street to College Avenue (~3150 LF).
3. Storm sewer shall be designed for the length of roadway reconstruction.
4. The existing 30-inch storm sewer located at College Ave. shall be extended west beyond the B-Line Trail.

The Project shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. City of Bloomington Utilities Standards
2. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
3. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)

Utility Design Coordination

Prepare for and attend two (2) meetings related to the overall project or specific to particular utilities. This work will include:

1. Preparation for the meetings including preparing agenda, figures, or other information that may be needed
2. Attendance at the meeting
3. Keep minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meetings.

Preliminary Utility Design Services

CONSULTANT shall provide a preliminary utility design services for sanitary, storm, and potable water lines in the project limits. CONSULTANT shall provide the following services during the Stage One phase of the project:

1. Obtain and review record drawings, files, study/design reports, technical memorandum, and other data determined as necessary to complete the design.
2. Prepare calculations and preliminary sizing of the utilities being replaced or coordinate with local utilities and stakeholders for needed replacement size.
3. Prepare preliminary layouts for the relocated utilities and review slopes and cover of the utilities as well as potential conflicts.
4. Prepare draft scoping report describing design assumptions, calculations, and criteria and submit to LPA.
5. Meet with the LPA to review preliminary findings of the scoping report and potential conflicts or risks.

6. The LPA will have the opportunity to suggest additional modifications to the utility alignment at this time for incorporation into approved scoping report.
7. Critical issues will be resolved and preliminary alignment drawings will be prepared and submitted to the LPA for Approval.
8. Modifications to the alignment requested by the LPA after this submittal will be considered additional scope and require additional fee.
9. Prepare and submit a scoping report including preliminary alignment, drainage areas, and Class IV engineer's opinion of construction cost.

Detailed Utility Design Services

Prepare preliminary construction drawings and submit at milestones discussed further in this scope. Develop approximately 20 total sheets of detailed drawings sheets for the project utility relocations (sanitary, storm, and water). These drawings will generally include:

1. Plan and Profiles
2. Miscellaneous Details

Prepare design calculations as needed for various utilities including:

1. Sanitary Sewers: It is anticipated the sanitary sewer will be specified by client or stakeholders. VS will coordinate with the City and other stakeholders such as CBU and the hospital redevelopment team to identify the replacement sizes and gather any needed calculations for permitting.
2. Water Lines: It is anticipated the water lines will specified by client or stakeholders. VS will coordinate with the City and other stakeholders such as CBU and the hospital redevelopment team to identify the replacement sizes and gather any needed calculations for permitting.
3. Storm Sewers: Storm sewers and inlets will be sized per City of Bloomington and INDOT standards. Stormwater storage and BMP design is not anticipated to be needed and is not included with the overall design effort.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

Perform internal Design Quality Control (QC) of deliverables at each formal stage of the design.

Utility Design Permitting Services

CONSULTANT shall provide the following permitting services for the sanitary, storm, and potable water lines in the project limits:

1. Prepare Indiana Department of Environmental Management (IDEM) New Drinking Water Construction Permit for replacement of the water line.
2. Prepare IDEM Sanitary Sewer Construction Permit for replacement of sanitary sewer.
3. Assist with Parks Department Approval - The storm sewer crossing at the B-line and other work may need approval from the Parks Department.

Task #8 – Utility Coordination

Utility Coordination Services Site Specific

Assumptions

1. There are 10 public utility entities, and unknown private entities with which to coordinate and process per Indiana Department of Transportation (INDOT) Utility Coordination Policy and Indiana Administrative Code (IAC) 105
2. Subsurface Utility Engineering (SUE) is also attached from T2 (SUBCONSULTANT #2) whom CONSULTANT has collaborated with on past projects. Highlight of inclusions: Quality Level B: Electronic readings for more accurate utility locates, that include rough, approximate depth to be taken. These inform choices of Test Holes, Quality Level A. 25 each test holes are included. T2 will not provide sewer data. Sewer redesign is proposed in the design portion of this proposal.
3. CONSULTANT will coordinate work performed by T2.
4. Survey of SUE is included to record, QL-B and QL-A locations and depth readings.
5. A master utility drawing will be created from the SUE findings and include utility record information, institutional knowledge and other feedback from the utilities and field findings.
6. Collaboration with design will occur to suggest cost effective analysis.
7. Overhead Electric and multiple communication lines are visible along the south side of 1st street.
8. CONSULTANT made brief inquiries and obtained some underground utility maps. The following assists in confirmation of presence:
 - Vectren Gas has a 2” PE on the north side of 1st St. with a lateral crossing east of Walker St. This transitions to a 6” steel in front of the hospital and continues on the north side to Morton St. with 2” PE lateral crossings in front of the hospital and at Rogers St. There is a 10” steel crossing 1st St. at Morton St. and a 4” PE on the south side continuing east past College St. with a 2” PE lateral crossing east of College St.
 - Zayo has aerial facilities on Morton St. with buried facilities crossing 1st St. east of the intersection then on the south side east to limit.
 - Smithville Telephone has buried fiber crossing 1st St. east of Walker and continuing east to Fairview (at hospital) they have multiple drops crossing 1st St. both aerial and buried in the vicinity of the hospital grounds. They have aerial fiber between Rogers and Morton with buried drops crossing 1st St. east of Rogers St. Their route ends in a KDL buried run which crosses 1st St. east of Morton St.
 - Comcast has aerial plant on a pole line from Walker St. to the hospital with buried lateral crossing at west end of hospital grounds. They have aerial and buried north of 1st from Rogers St. to College St. with a buried lateral west of College St. and buried east of College St.
 - AT&T has aerial copper and fiber on the south side of 1st St. from Walker St. east to end of pole line and buried laterals, west of hospital appx. 12” – 18” in depth, crossing to north side of 1st St. then traveling east ending in front of the hospital. They have aerial copper and fiber on the north side of 1st St. between Rogers St. and College St. and buried cable on the north side of 1st St. crossing Rogers St. and Morton St. with an aerial lateral crossing to the south west of College Ave.
 - Everstream has a buried FO on the north side of 1st St. from the vicinity of the hospital entrance east crossing Rogers St. then going north, possibly in COB or KIVA duct.
9. Document processing per federal funding projects via INDOT policies
10. Attendance at preliminary field check, final field check, one additional on-site meeting during design phase included.
11. Subsurface Utility Engineering (SUE) Level C & D will be provided by CONSULTANT.
12. Utility design will be conducted by the utility or utility designated engineer.
13. Construction phase coordination is not included in this proposal.

Utility Coordination – Design Phase / Preconstruction

The following process will be used to coordinate with utilities on this project. This process is in compliance with per Indiana Department of Transportation Utility Coordination Policy and Title 105 Indiana Administrative (IAC) Code Article 13:

1. Request INDOT programmatic design schedule and recommend utility coordination schedule.
2. Research to find actual utility contacts beyond Indiana 811 and government listings, as companies change staff, and in some cases, ownership.
3. Current 811 listings for the location show utilities / organizations involved. Design tickets attached.
4. When received, research utility record files, review and contact local government offices to determine utilities with facilities within the geographical limits of the project, and investigate field conditions. Send initial notice to utilities of proposed project.
5. Distribute approved Stage 1 Plans to each Utility for the purpose of requesting verification that its existing facilities are accurately shown. All respondent utility locations, types and sizes should be shown and verified. Additional request and research of utility record files.
6. Create and maintain a complete list of all affected utilities showing contact name, address, phone number, fax number, e-mail address and contact person shall be identified and included in preliminary project reports and other applicable documents.
7. Attend design coordination meetings reporting on utility information and risk factors. Meeting quantities shown in line item document. If additional meetings expected, we can update cost to match.
8. Distribute preliminary field check plans (Preliminary Plans for New Road Construction or Reconstruction Project) to the utilities and invite utilities to attend the field check.
9. Preliminary Field Check and cover visible utility locations and approximate locations of features to be constructed. Discuss utility property interest, initial project schedule and utility preconstruction and construction schedules. Discuss all applicable issues.
10. Request missing information from Utilities written documentation is required for all utilities whether relocations are required or not.
11. If a utility is reimbursable, property interest documents, cost estimates and basic plans shall be obtained from the utility and submitted to the utility coordinator to generate the agreement and submit to oversight agency.
12. Review plan conflicts between utilities and the project construction features. Continue researching alternatives to conflicts and pursuit of greater plan details and utility location details.
13. Distribute plans Stage 3 Plans after design approval to utilities requesting final submittal of relocation work plan with estimated relocation schedule.
14. Attend Final Field Check meeting focusing on latest project schedule, refine conflict resolutions, request remaining documentation, and provide time saving alternatives.
15. Conduct utility coordination meeting, as needed, with affected utilities to resolve conflict issues and discuss relocation plans
16. Review relocation plans and schedules to verify that all conflicts are resolved. At appropriate time,

make recommendation to LPA Representative to issue written notice for utility to proceed.

17. Preparation for Final Submittal:

- Organize and review utility Work Plans to ensure compliance with the project
- Create contract Utility Special Provisions
- Package Work Plans and Utility Special Provisions for client oversight approval
- Obtain approved documents from client for final submittal to lead PM team

18. Preparation for Bid:

- Organize and review utility Work Plans to ensure compliance with the project
- Create contract Utility Special Provisions
- Package Work Plans and Utility Special Provisions for client oversight approval
- Obtain approved documents from client for final submittal to lead PM team
- Prepare Gantt schedule of relocations from raw information provided in Work Plan

Task #9 – Right of Way Engineering

CONSULTANT shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the project.

Services to be provided by CONSULTANT are limited to the following:

Title Research Services - Conduct 20-year chain of title search and prepare T&E Reports and also (if applicable) Title Updates in accordance with INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services - Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking - Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12-inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this contract.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT
4. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
5. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
6. Available data from the transportation planning process
7. Public utility plans covering utility facilities and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

APPENDIX "C"

SCHEDULE:

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

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

Notice to Proceed	November 3, 2020
Field Survey Complete	January 22, 2021
Stage 1 Submittal to INDOT	June 4, 2021
Environmental Document Approved	November 5, 2021
Stage 3 Submittal to INDOT	May 20, 2022
Final Tracings Submittal to INDOT	July 4, 2022
Letting	October 13, 2022

This schedule is subject to change if any unanticipated issues arise during the Environmental documentation or Right of Way Acquisition, or if there are changes to the scope of the project made by the LPA.

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$720,959.03 unless an amendment is executed by the parties which increases the maximum amount payable. No work shall be performed until a separate notice to proceed (NTP) is issued for each phase of work, and for the amount stated in the NTP.

B. Preliminary Engineering

1. The compensation type for the following services shall be lump sum. The maximum contract amount available for these services is \$468,120.00

Task #1 – Project Administration	\$ 38,100.00
Task #2 – Field Surveying Services	\$ 53,000.00
Task #3 – Roadway Design	\$174,300.00
Task #4 – Environmental Documentation	\$ 22,820.00
Task #5 – Streetscape Design	\$ 83,500.00
Task #6 – Traffic Signal Design	\$ 17,700.00
Task #7 – Utility Design	\$ 78,700.00

2. The compensation type for utility coordination shall be on the basis of actual hours of work performed multiplied by approved billing rates by classification, up to the not to exceed amount stated herein.

Task #8 – Utility Coordination	\$ 77,500.00
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3. The compensation type for the following services shall be per each Right-of-Way Parcel required. The maximum contract amount available for these services is \$61,650.00 and is based upon an estimated 15 parcels being required. Estimated parcels based upon an analysis of available GIS property data along the proposed alignment. The compensation breakdown is as follows:

Task	Rate	Quantity	Fee
#9 - T&E Reports (Permanent)	\$ 525.00	15	\$ 7,875.00
#10 - R/W Engineering (Permanent)	\$2,835.00	15	\$42,525.00
#11 - R/W Staking	\$ 750.00	15	\$11,250.00

Any additional services required to complete the Right-of-Way Engineering can be added on through an amendment to this contract. Additional services and associated fees are attached.

- C. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore. Those services that are known at the signing of this contract are summarized below with attached details:

Task #12 Cultural Resource Investigation (Cardno)	\$ 6,931.40
Task #13 Geotechnical Services (GeoSolutions)	\$22,467.63
Task #14 Subsurface Utility Engineering (T2 Utility Engineers)	\$69,290.00

D. The CONSULTANT and SUBCONSULTANT will be paid for Construction Phase Services using the approved charge rates for this Contract, at a Not to Exceed amount of \$15,000.00. The CONSULTANT and SUBCONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

E. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Mr. Neil Kopper, P.E.
Planning & Transportation
City of Bloomington
401 N. Morton St. Suite 130
Bloomington IN 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

F. LPA, for and in consideration of the rendering of the services provided for in Section "A.1" and Section "B.1", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

1. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B(1) of this Appendix "D", shall be due and payable to the CONSULTANT.
2. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.

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Exhibit A**

**MANHOURS AND FEE JUSTIFICATION
TASK #1 - PROJECT ADMINISTRATION**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PROJECT ADMINISTRATION							
Conduct Project Kick-Off Meeting	2	8	8	2	0	0	20
Assist LPA in Completing a Total of 10 INDOT Quarterly Reports.	0	6	0	0	0	0	6
Participate in 10 Quarterly Report Meetings	0	2	0	0	0	0	2
Prepare a Total of 50 Monthly Progress Reports	0	16	30	0	0	0	46
Conduct 3 Submittal Review Meetings	6	12	12	6	6	0	42
Participate in bi-weekly coordination meetings with Hospital Site development team (35 meetings)	4	35	0	0	0	0	39
Conduct 10 Coordination Meetings	8	30	30	10	10	0	88
Prepare for and Conduct 2 Public Outreach Meetings	4	4	0	8	0	0	16
Conduct Pre-Bid Meeting	0	8	8	4	0	0	20
Conduct Pre-Con Meeting	0	0	0	0	0	0	0
TOTAL HOURS	24	121	88	30	16	0	279
HOURLY RATE	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$4,810.56	\$18,275.84	\$10,577.60	\$3,138.90	\$1,328.16	\$0.00	\$38,131.06

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
No Travel	\$0.44	Mile	0	\$0.00

FEE SUMMARY - PROJECT ADMINISTRATION

TOTAL OTHER DIRECT COSTS	\$0.00
PROJECT ADMINISTRATION DIRECT SALARY COST	<u>\$38,131.06</u>
FEE TOTAL	<u>\$38,131.06</u>
USE	<u>\$38,100.00</u>

PROJECT: 1st Street Survey
 Bloomington, IN

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		1	
Subdivision Plats			2	
Owners Names and Addresses				
Mailings			20	
Deeds				
Section Corner Records			2	
Plans & Surveys			2	
Utility Coordination				
Locate Tickets	1		2	
Follow - Up Verification		2		
Primary Control				
Benchmark Reconnaissance	2	2	2	
Establish Horizontal Control		14	14	
Bench Level Circuit		20	20	
Property & Alignment Recon				
Alignment Reconnaissance	2	2	2	
Section Corner Recon		8	8	
Property Corner Reconnaissance		16	16	
LiDAR Data Collection & Feature Extraction				
Mobile Data Collection	2	Subconsultant		
Mainline Feature Extraction		16	64	
Structures and Misc. Details		20	20	
Route Survey & Field Book Preparation				
Alignment Calculation	24			
Property Line Determination			28	
Topography Compilation (CAD Drawing)	12		24	
Set Alignment and Reference	2	6	6	
Route Survey	8		26	
Field Check		2	2	
Field Book	4		14	
Travel				
Travel Time		28	28	
Total Hours	57	136	300	493
Average Weighted Hourly Rate	\$ 137.07	\$ 87.86	\$ 73.22	
Total Salary Cost	\$ 7,812.99	\$ 11,948.96	\$ 21,966.00	\$ 41,727.95
Direct Cost (See below)				\$ 11,355.00
Total				\$ 53,082.95
Engineering Survey Fee				\$ 53,000.00

DIRECT COSTS	UNIT COST	QUANTITY	
Travel Mileage	\$0.38/mile	2250	\$ 855.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Mobile LiDAR Data Collection	LS	1	\$ 10,000.00
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
		TOTAL	\$ 11,355.00

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**MANHOURS AND FEE JUSTIFICATION
TASK #3 - ROADWAY DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY PLOTTING							
Plan, Coordinate, Monitor, and Document Preliminary Plotting Activities	2	2	0	0	0	0	4
Verify Topographic Survey Data	0	2	0	6	0	2	10
STAGE 1 PLANS							
Plan, Coordinate, Monitor and Document Stage 1 Plan Preparation Activities	8	8	0	0	0	0	16
Prepare for and Attend Project Coordination-Meeting w/ Design Team	0	0	0	0	0	0	0
Perform ADA Compliance Check and Identify Potential Locations of Technical Infeasibility	0	1	2	0	2	0	5
Prepare Title Sheet, Index, General Notes, Utility Information	0	0	0	2	0	2	4
Prepare Preliminary Typical Cross Sections	0	0	0	2	0	6	8
Identify Locations of Poor Drainage and Develop Preliminary Drainage Scheme	0	2	4	6	0	0	12
Prepare Hydrologic Parameters for Existing and Proposed Conditions	INCLUDED IN UTILITY DESIGN FEES						0
Perform Hydrologic Analysis using HEC-HMS to determine Regulatory Discharge Rates							0
Prepare Hydraulic Parameters for Existing and Proposed Conditions							0
Perform Hydraulic Analysis using Accepted Methods for Existing and Proposed Conditions							0
Prepare Hydrologic & Hydraulics Analysis-Report							0
Establish Geometric and Grade Controls and Notify INDOT of any Potential Level 1 Issues	2	4	0	20	0	0	26
Prepare Preliminary Plan and Profile Sheets, Including Grade, Geometrics and Prop. R/W	0	0	12	0	24	60	96
Prepare Preliminary Superelevation Diagram	0	0	0	0	0	0	0
Prepare Preliminary Structure Layout and General Plan Sheets	0	0	0	0	0	0	0
Prepare Preliminary Building Demo Plans	0	0	0	0	0	0	0
Prepare Preliminary Cross Sections, Including, Drives and all Approaches	0	4	20	40	0	30	94
Perform Preliminary Level 1 Design Criteria Conformance Check and Identify Potential Design Exceptions	1	2	0	10	10	20	43
Perform Preliminary Level 2 Design Criteria Conformance Check and Identify Potential Design Exceptions	1	2	0	10	10	20	43
Prepare Preliminary Quantities and Cost Estimate Consisting of Major Pay Items	0	2	20	20	0	0	42
Prepare Abbreviated Engineer's Assessment	1	4	0	30	0	0	35
Prepare Required Forms and Certifications	2	8	20	0	0	0	30
Perform Internal QA/QC of Stage I Plans and Documentation	8	8	8	0	0	0	24
Submit Stage 1 Plans and Documentation to INDOT or LPA	0	4	4	0	0	0	8

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Exhibit A

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY FIELD CHECK AND STAGE 2 PLANS							
Plan, Coordinate, Monitor and Document PFC and Stage 2 Plan Preparation Activities	8	8	0	0	0	0	16
Respond to Stage 1 Comments as Required	0	2	10	10	0	20	42
Prepare and Submit Geotechnical Investigation Request	0	1	4	0	0	6	11
Update Previously Prepared Stage 1 Plans to meet PFC Requirements	0	1	6	0	10	10	27
Prepare Preliminary Plat No. 1 Sheet	0	1	0	4	0	8	13
Prepare Preliminary ADA Curb Ramp Details	0	2	10	0	0	20	32
Prepare Preliminary Enclosed Storm Sewer Plan	INCLUDED IN UTILITY DESIGN FEES						0
Prepare Preliminary Construction Details	0	0	4	10	0	10	24
Prepare Preliminary Maintenance of Vehicular and Pedestrian Traffic Plans	0	4	8	0	0	8	20
Update Quantities and Cost Estimate	1	2	4	4	10	0	21
Update Level 1 and Level 2 Conformance Computations	0	1	4	0	0	6	11
Prepare Outline of Level 1 Design Exceptions for Discussion at PFC	0	1	6	0	0	0	7
Prepare Outline of Level 2 Design Exceptions for Discussion at PFC	0	1	6	0	0	0	7
Identify Potential Unique Special Provisions for Discussion at PFC	0	1	6	0	0	0	7
Perform Internal QA/QC of PFC Plans and Documentation	2	8	8	0	0	0	18
Prepare for and Attend Preliminary Field Check	0	4	4	0	0	0	8
Respond to PFC Comments as Required	0	0	10	0	10	8	28
Update Previously Prepared PFC Plans to meet Stage 2 Requirements	0	0	4	0	8	8	20
Prepare Preliminary Spot Elevation Detail Sheets	0	2	10	0	20	12	44
Prepare Preliminary Drainage Details	INCLUDED IN UTILITY DESIGN FEES						0
Prepare Preliminary Miscellaneous Details	0	0	4	0	6	8	18
Prepare Preliminary Pavement Marking and Signing Details	0	0	4	0	8	8	20
Prepare Preliminary Structure Data & Approach Table	0	0	0	10	10	2	22
Prepare Preliminary Unique Special Provisions	0	2	20	10	0	0	32
Perform Level 1 and Level 2 Conformance Check for Maintenance of Traffic	1	4	10	0	0	6	21
Initial Coordination with Duke on Intersection Lighting Design	2	8	12	0	0	6	28
Finalize Level 1 and Level 2 Design Exceptions and Submit to ERMS if Formal Stage 2 Submittal is Bypassed	0	2	4	0	0	0	6
Develop and Finalize Enclosed Storm Sewer Computations to ERMS if Formal Stage 2 Submittal is Bypassed	INCLUDED IN UTILITY DESIGN FEES						0
Update Quantities and Cost Estimate	2	2	4	0	0	0	8
Prepare Required Forms and Certifications No Formal Submittal to INDOT Expected	0	0	0	0	0	0	0
Perform Internal QA/QC of Stage 2 Plans and Documentation	2	4	0	0	0	0	6
Submit Stage 2 Plans and Documentation to INDOT or LPA	0	4	4	0	0	0	8

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DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
FINAL FIELD CHECK & STAGE 3 PLANS							
Plan, Coordinate, Monitor and Document FFC and Stage 3 Plan Preparation Activities	2	4	0	0	0	0	6
Respond to Stage 2 Comments as Required	1	4	0	10	0	20	35
Update Previously Prepared Stage 2 Plans to meet FFC Requirements	0	0	4	0	12	12	28
Prepare Preliminary Underdrain Table	0	0	0	0	0	0	0
Prepare Preliminary Miscellaneous Tables	0	1	0	10	10	0	21
Prepare Preliminary Earthwork Table	0	0	8	8	0	0	16
Perform Internal QA/QC of FFC Plans and Documentation	2	8	0	0	0	0	10
Prepare for and Attend Final Field Check	0	4	8	0	0	8	20
Respond to FFC Comments as Required	0	2	8	8	0	12	30
Finalize Title Sheet, Index, General Notes, Utility Information Sheets	0	0	4	0	0	4	8
Finalize Plat No. 1 Sheets	0	0	4	0	0	6	10
Finalize Typical Cross Sections	0	0	8	0	10	20	38
Finalize Vehicular and Pedestrian Maintenance of Traffic Plans	1	2	4	4	0	8	19
Finalize Plan and Profile Sheets	0	4	8	0	8	20	40
Finalize Superelevation Diagram	0	0	0	0	0	0	0
Finalize Construction Details	0	1	4	0	0	20	25
Finalize Enclosed Storm Sewer Plan	INCLUDED IN UTILITY DESIGN FEES						0
Finalize Drainage Details	INCLUDED IN UTILITY DESIGN FEES						0
Finalize ADA Curb Ramp Details	0	1	12	0	10	16	39
Finalize Spot Elevation Details	0	0	8	8	0	20	36
Finalize Building Demo Plan	0	0	0	0	0	0	0
Finalize Structure Layout and General Plan Sheets	0	0	0	0	0	0	0

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DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
Finalize Pavement Marking and Signing Details	0	0	2	0	4	8	14
Finalize Underdrain Design	0	0	0	0	0	0	0
Finalize Structure Data and Approach Tables	0	0	2	2	0	2	6
Finalize Miscellaneous Tables	0	0	4	0	4	0	8
Finalize Miscellaneous Details	0	0	4	0	0	8	12
Finalize Cross Sections	0	0	4	0	0	12	16
Finalize Level 1 Design Criteria Conformance	0	1	8	0	0	0	9
Finalize Level 2 Design Criteria Conformance	0	1	8	0	0	0	9
Finalize Quantities and Cost Estimate	0	2	10	0	10	0	22
Final Coordination with Duke on Intersection Lighting Design	2	2	10	0	0	8	22
Finalize Special Provisions	0	4	10	10	0	0	24
Prepare Required Forms and Certifications	0	8	8	0	8	0	24
Perform Internal QA/QC of Stage 3 Plans and Documentation	8	8	0	0	0	0	16
Submit Stage 3 Plans and Documentation to ERMS	0	4	4	0	0	0	8
FINAL TRACINGS							
Plan, Coordinate, Monitor and Document Final Tracings Plan Preparation Activities	4	4	0	0	0	0	8
Respond to Stage 3 Comments as Required	0	2	0	10	10	20	42
Prepare Final Tracings Plans and Documentation	4	8	10	0	0	0	22
Prepare Required Forms and Certifications	0	8	0	8	8	0	24
Perform Internal QA/QC of Final Tracings Plans and Documentation	8	8	0	0	0	0	16
Submit Final Tracings Plans and Documentation to ERMS	0	4	4	0	0	0	8
TOTAL HOURS	75	213	424	272	222	510	1716
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$15,033.00	\$32,171.52	\$50,964.80	\$28,459.36	\$18,428.22	\$29,314.80	\$174,371.70

VS ENGINEERING FEE JUSTIFICATION BY CLASSIFICATION				
PROJECT: Bloomington 1st Street Reconstruction				
	ESTIMATED TIME			Total
	Project Scientist II	Project Scientist I		
Environmental Documentation				
Attend PFC	8	0		8
Gather background data, prepare project graphics	12	4		16
P&N Statements, alternative descriptions	2	6		8
Prepare RFI	4	16		20
Field visit for photographs and RFI verification	4	0		4
Submit RFI for INDOT approval	1	0		1
Coordinate archaeology and MPPA (Cardno)	6	2		8
Prepare ECL and distribute	4	12		16
Perform on-site waters investigations	1	8		9
Prepare Waters Report	4	24		28
Prepare USFWS IPaC coordination	4	4		8
EJ study and coordination	2	8		10
Prepare draft CE-2	12	60		72
Prepare and publish public notice	2	4		6
Respond to public information requests	4	0		4
Revise CE-2 after conclusion of public comment period	2	6		8
Provide commitments text to designer	0	2		2
Provide monthly progress reports	8	0		8
Total Hours	80	156		236
Average Weighted Hourly Rate	\$ 151.74	\$ 64.69		
Total Salary Cost	\$ 12,139.20	\$ 10,091.64		\$ 22,230.84
Direct Cost (See below)				\$ 591.20
Total				\$ 22,822.04
Environmental Documentation Fee				\$ 22,820.00
DIRECT COSTS	UNIT COST	QUANTITY	COST	
Travel Mileage	\$0.38/mile	240	\$ 91.20	
Lodging (Per Person / Day)	\$90/person		\$ -	
Per Diem (Per Person / Day)	\$26/person		\$ -	
GPS Rental	\$ 500.000	1	\$ 500.00	
		TOTAL	\$ 591.20	

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Exhibit A**

CONTEXT LANDSCAPE ARCHITECTURE

MAN-HOUR JUSTIFICATION TASK #5 - STREETScape DESIGN

PROJECT: Bloomington 1st Street
LIMITS:
DESCRIPTION: Pedestrian hardscapes, plantings plans, site furnishings

WORK CLASSIFICATION	ESTIMATED TIME					TOTALS
	Principal	Landscape Architect	Designer	Intern	Admin Support	
Administration						
General coordination with Design Team	8	32	8			48.0
Internal team meetings	6	16	16			38.0
Coordinate billing and invoicing	2	2			6	10.0
Meetings and Site Visits						
Public Meetings (Quantity of 2)	8	8	16			32.0
Site Visits for Inventory and Analysis	4	12	16			32.0
Design Team Meetings	12	16	4			32.0
Conceptual Design						
Conceptual Design of Corridor	8	12	16			36.0
2-D graphic development		24	32			
Research of ROW Plant Materials		4	4			8.0
Site Furnishing Family Development		2	8			10.0
Fly through graphic of final street concept plan	4	20	40			64.0
Stage 1 Submittal						
Landscape Plan(s)	2	8	16			26.0
Planting Details		2	2			4.0
Speciality Hardscape Plans	2	16	32			50.0
Speciality Hardscape Details		3	16			19.0
Special Provisions	6	3				9.0
Computations			6			6.0
Costs		6	2			8.0
QAQC	2	2	1			5.0
Incorporate Bloomington comments for Stage 3 drawings.		4	4			8.0
Stage 3 Submittal						
Landscape Plan(s)	1	4	16			21.0
Planting Details		2	8			10.0
Speciality Hardscape Plans		8	24			32.0
Speciality Hardscape Details		6	16			22.0
Special Provisions	3	6				9.0
Computations			4			4.0
Costs		4				4.0
QAQC	2	1				3.0
Final Tracings Submittal						
Landscape Plan(s)		1	2			3.0
Planting Details		1	2			3.0
Signage and Gateway Details	1	2	2			5.0
Speciality Hardscape Plans		1	2			3.0
Speciality Hardscape Details		1	2			3.0
Special Provisions	2	2				4.0
Computations			2			2.0
Costs		1				1.0
QAQC	2	2				4.0

TOTAL HOURS	75.0	234.0	319.0		6.0	634.0
AVERAGE HOURLY RATE	\$ 150.00	\$ 140.00	\$ 120.00	\$ 105.00	\$ 85.00	
DIRECT SALARY COST	\$ 11,250.00	\$ 32,760.00	\$ 38,280.00	\$ -	\$ 510.00	\$ 82,800.00
DIRECT COSTS (See Below)						\$ 663.00
TOTAL FEE						\$ 83,463.00

USE **\$ 83,500.00**

Direct Expenses Cost	Unit Cost	Units	Quantity	Cost
Mileage	\$ 0.55	Mile	780.00	\$ 429.00
Color prints (11" x 17")	\$ 1.50	Each	60.00	\$ 90.00
Color prints (24" x 36")	\$ 18.00	Each	8.00	\$ 144.00
Total				\$ 663.00

assume 6 trips @ 65 miles one v

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**MANHOURS AND FEE JUSTIFICATION
TASK #6 - TRAFFIC SIGNAL DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PROJECT ADMINISTRATION							
Plan, Coordination and Monitor Traffic Signal Design Activities	2	8	0	0	0	0	10
Collect, Review and Analyze Existing Available Data Relevant to Existing Conditions at Proposed Intersection	0	4	4	0	0	0	8
Perform Site Investigation at Proposed Intersection	0	4	4	0	0	0	8
Prepare and Submit Preliminary Design Documents (Includes Proprietary Material Request)	2	8	20	20	12	20	82
Prepare and Submit Final Design Documents.	2	2	24	12	10	0	50
TOTAL HOURS	6	26	52	32	22	20	158
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$1,202.64	\$3,927.04	\$6,250.40	\$3,348.16	\$1,826.22	\$1,149.60	\$17,704.06

OTHER DIRECT COSTS UNIT COST UNIT QUANTITY COST

No Travel

FEE SUMMARY - TRAFFIC SIGNAL DESIGN PER SIGNAL

TOTAL OTHER DIRECT COSTS	\$0.00
TRAFFIC SIGNAL DESIGN PER SIGNAL DIRECT SALARY COST	\$17,704.06
<u>FEE TOTAL</u>	<u>\$17,704.06</u>
<u>USE</u>	<u>\$17,700.00</u>

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**MANHOURS AND FEE JUSTIFICATION
TASK #7 - UTILITY DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY PLOTTING							
Plan, Coordinate, Monitor, and Document Preliminary Plotting Activities		1					1
Verify Topographic Survey Data		2		6		2	10
PRELIMINARY FIELD CHECK AND STAGE 2 PLANS							
Plan, Coordinate, Monitor and Document Stage 1 Plan Preparation Activities		8					8
Prepare for and Attend Project Coordination Meeting w/ Design Team		2			2		4
Meet with CBU to discuss utility replacement		4			8		12
Prepare Title Sheet, Index, General Notes, Utility Information				2		2	4
Prepare Preliminary Typical Cross Sections				2		6	8
Identify Locations of Poor Drainage and Develop Preliminary Drainage Scheme		4	2	8			14
Prepare Hydrologic Parameters for Existing and Proposed Conditions		1	2	2	12		17
Perform Hydrologic Analysis to determine Discharge Rates		1	2	4	16		23
Prepare Hydraulic Parameters for Existing and Proposed Conditions		2	2	4	12		20
Perform Hydraulic Analysis using Accepted Methods for Inlet Calculations		2	2	4	12		20
Prepare Basis of Design Report for Utilities		2	2	4	24		32
Prepare Preliminary Layouts of Improvements (also used as figures for drainage report)		1	4	4	24		33
Prepare Preliminary Plan and Profile Sheets of utilities			8	12	16	60	96
Prepare Preliminary Quantities and Cost Estimate Consisting of Major Pay Items		1	4	12			17
Perform Internal QA/QC of Stage I Plans and Documentation	2	8	8				18
FINAL FIELD CHECK & STAGE 3 PLANS							
Plan, Coordinate, Monitor and Document FFC and Stage 3 Plan Preparation Activities	2	4					6
Prepare Preliminary Miscellaneous Tables		1		10	10		21
Prepare and Meet with CBU to discuss utility replacement		4			8		12
Prepare for and Attend Final Field Check		4				8	12
Respond to FFC Comments as Required		2	8	8		12	30
Finalize Utility Plan and Profile Sheets			4	8	12	48	72
Finalize Utility Miscellaneous Details		1	1	4	8	20	34
Finalize Enclosed Storm Sewer Plan		1	1	4	8	20	34
Finalize Drainage Details		1	1	4	8	20	34
Prepare Structure Data and Pipe Tables			2	2	8	20	32
Finalize Quantities and Cost Estimate		2	2	8	16		28
Prepare IDEM permitting for Sanitary and Water Replacement		1	2	8	32		43
Finalize Special Provisions		4	4	10	16		34
Perform Internal QA/QC of Stage 3 Plans and Documentation	8	8					16

**Redevelopment Commission Resolution 20-79
Exhibit A**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
FINAL TRACINGS							
Plan, Coordinate, Monitor and Document Final Tracings Plan Preparation Activities	4	4					8
Respond to Stage 3 Comments as Required		2		4	10	40	56
Prepare Final Tracings Plans and Documentation	2	4			8		14
Prepare Required Forms and Certifications		8		8	8		24
Perform Internal QA/QC of Final Tracings Plans and Documentation	4	4					8
TOTAL HOURS	22	94	61	142	278	258	855
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$4,409.68	\$14,197.76	\$7,332.20	\$14,857.46	\$23,076.78	\$14,829.84	\$78,703.72

OTHER DIRECT COSTS

<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
\$0.44	Mile	200	\$88.00

FEE SUMMARY - ROADWAY DESIGN

TOTAL OTHER DIRECT COSTS	\$88.00
ROADWAY DESIGN FEE TOTAL	<u>\$78,703.72</u>
<u>LUMP SUM FEE TOTAL - ROADWAY DESIGN SERVICES</u>	<u>\$78,791.72</u>
	<u>USE</u>
	<u>\$78,700.00</u>



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

	DESCRIPTION	MANHOURS CLASSIFICATION					TOTALS
		PM I	ENG III	ENG II	UC	CADD Tech II	
	Utility Coordination Design Phase (Preconstruction)						
1	Coordinator manager to provide oversight of progress in behalf of client.	24	12				36
2	Interviews conducted and requests made with project management and designer to define project scope details.	32	8	0.5	1		41.5
3	Develop applicable schedule for coordinating utilities based on project scope and Indiana Administrative Code. (Design commits to providing plans timely to fulfill IAC requirements)	24	18	1			43
4	Research to find utility organization key persons to provide facility location records, easement documentation, and analysis of the project along with authorized signatures.		8		2.5		10.5
5	Create and maintain tracking spreadsheet of utility contacts, and summarize responses to notices.		2	6	12		20
6	(UTA) Utility Tracking Application upload and milestone updating INDOT - Fed Funds Projects			2	4		6
7	Research for private facility information and request locates and records. Request records for commonly non-participating facilities such as signals and Intelligent Transportation Systems.			2	6		8
8	Develop exhibits based on preliminary plans (Preferably Stage 1) shared by the designer and distribute with applicable notice to utility letters			10	4	12	26
9	Proactively engage facility contacts by providing <u>initial notice</u> of project with as much detail as possible from design.			2	12		14
10	Review, log responses and share with PM and Design any significant information.	8	8		12		28
11	Follow-up with designer to ensure known facilities are showing from survey and preliminary project layout is completed.		12		16		28
12	Package plans, provide exhibits, geotechnical data (when available), along with <u>verification letter</u> and distribute to the utilities.			2	12	8	22
13	Follow up to gain utility verification information, continually requesting details.		3	4	16		23
14	Update PM and design of available utility details, and <u>reimbursable potentials</u> .	12		1	1		14

-----Research and Management-----
-----Initial Notice-----
-----Analysis-----
-----Verification-----

**Redevelopment Commission Resolution 20-79
Exhibit A**



TASK #8 UTILITY COORDINATION

**Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
Proposal Date 2020-09.23**

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

		MANHOURS CLASSIFICATION					
DESCRIPTION		PM I	ENG III	ENG II	UC	CADD Tech II	TOTALS
Utility Coordination Design Phase (Preconstruction)							
15	Pursue detailed information on reimbursable utilities. Assist analysis of utility property interest (easement) limits, request detailed cost estimate, coordinate agreement flow between utility and agency PM and ownership legal.			7	24		31
16	Participate in design update meetings and Preliminary Field Check meeting. Meeting discussions will include information provided by or needed from the utilities for cost, space and time impacts to inform design and schedule decisions.	9	24	24	24		81
17	Follow-up with PM and design to gain plans highly relevant to utilities showing all structures with details, especially those below grade at multiple design stages.		20		6		26
18	Determine scope of subsurface investigations, additional survey, schedules, and costs, and implement plan.		24	12	6		42
19	Follow up with the PM requesting signal plans are completed at the early stage of design and will be ready to be sent to all utilities together with the main project plan. Utility coordinator available to advise on service location based on power availability.		2				2
20	Package plans, provide exhibits, geotechnical (when available), and distribute to the utilities, requesting identification of Conflicts between facilities and project structures.			1	2.5	8	11.5
21	Follow-up with utilities to gain responses to the Conflict Analysis Letter and share conflicts with PM and Designer.			0.5	3		3.5
22	Attend design adjustment meetings and Final Field Check, inviting utilities to share scoping information and gain responses.	9		5			14
23	Follow-up with PM and designer to gain timely release of design reflecting design adjustments to avoid utilities as much as possible. Design to report on remaining conflicts.			1	1		2

-----Reimbursabl
 -----Research
 S.U.I.E.
 -----Conflict Analysis



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

DESCRIPTION		MANHOURS CLASSIFICATION					TOTALS
		PM I	ENG III	ENG II	UC	CADD Tech II	
Utility Coordination Design Phase (Preconstruction)							
24	Package plans (typically Stage 3 level of completeness for utilities purposes), exhibits and other information highlighting remaining conflicts along with the request <u>Preliminary Work Plans</u> with utilities providing relocation plans.		2	8	8	6	24
25	Follow-up with each utility requesting timely submittal of <u>Preliminary Work Plans</u> reminding them to provide relocation plans of sufficient detail.			4	16		20
26	Review <u>Preliminary Work Plans</u> and coordinate with design on needed updates.			2	6	12	20
27	Follow-up with each utility requesting timely submittal of <u>Final Work Plans</u> reminding them to provide relocation plans of sufficient detail.			3	20		23
28	Review each utility work plan for completeness. Follow-up with utility requesting missing or unclear information with recommendations as needed. Review requested revisions, repeat requests as needed.		6		4		10
29	If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not, 105 IAC 13-3-3(f).			2	4		6
30	Review each revised utility relocation work plan to ensure that it is compatible and reasonable, 105 IAC 13-3-3(f).		3		2		5
31	Prepare and provide to the utility an alternative utility relocation work plan that is compatible and reasonable, 105 IAC 13-3-3(f).		5		3		8
32	Sign and provide a copy of each final work plan to the utility oversight agent for review and to the project manager to review and sign.		12		6		18
33	Prepare the utility coordination special provision and the utility coordination certificate and provide it to the utility oversight agent and project manager for review.			3	5		8
34	Update work plans and special provisions, after review comments received. Pursue utility for Work Plan updates.		4	1	3		8
35	Prepare a Gantt chart for utility relocation work that reflects the predecessors, start time, finish time and duration. Answer questions and coordinate changes with utility.	6		5			11

-----Work Plans-----
-----Final Submittals-----



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

		MANHOURS CLASSIFICATION					
DESCRIPTION		PM I	ENG III	ENG II	UC	CADD Tech II	TOTALS
Utility Coordination Design Phase (Preconstruction)							
36	Advise PM to determine need of a separate clearing contract and schedule impacts to letting and construction.			0.5			0.5
37	Prepare a consolidated drawing (master relocation plan) on project plans that shows the location of all existing and proposed utility facilities.		12	.	1	16	29
38	Provide a notice to proceed to each utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.			2	5		7
39	Follow-up with utilities relocating during pre project construction requesting schedule updates.	4	4		4		12
Task 8 - Total Hours		128	189	111.5	252	62	742.5
Task 8 Average Weighted Hourly Rate		\$140.34	\$120.83	\$100.40	\$82.20	\$72.26	
Task 8 Direct Salary Cost		\$17,963.52	\$22,836.87	\$11,194.60	\$20,714.40	\$4,480.12	\$77,189.51
OTHER DIRECT COSTS				QUANTITY	UNIT COST	COST	
	Travel - General Utility Meeting on Site			158	\$0.44	\$69.52	
	Travel - Individual Utility Meetings			158	\$0.44	\$69.52	
	Travel - Field Check (Preliminary and Final)			316	\$0.44	\$139.04	
	Travel - Design Team Meetings			76	\$0.44	\$33.44	
	Plan copies			50	1	\$50.00	
TOTAL OTHER DIRECT COSTS							\$361.52
FEE TOTAL (L-Sum)							\$77,551.03
(USE) FEE TOTAL (L-Sum)							\$77,500.00

-----NTP-----
-Management-



Statement of Work

SCOPE OF SERVICES: CULTURAL RESOURCE INVESTIGATIONS/SECTION 106 COMPLIANCE

September 18, 2020

VS ENGINEERING

1ST STREET RECONSTRUCTION FROM FAIRVIEW STREET TO COLLEGE AVENUE, BLOOMINGTON, MONROE COUNTY, INDIANA

Cardno appreciates the opportunity to continue to support VS Engineering projects. Based on your email received on Monday, September 14, 2020, the following scope of work is provided for Section 106 compliance as related to the 1st Street Reconstruction Project in Bloomington, Indiana.

Task 1: MPPA Category B-1 Documentation

Based on our understanding, the project consists of a roadway reconstruction project that will include curb, gutter, and sidewalk replacement. As a result, it appears that the project will qualify as a Category B-1 Minor Project under the Minor Projects Programmatic Agreement (MPPA). The project will require the acquisition of new right-of-way (ROW) and for the purposes of this proposal, it is assumed that some portions of the ROW acquisition will be within undisturbed soils. These areas will require an archaeological investigation. A preliminary review of the Indiana Buildings, Bridges, and Cemeteries Map indicates no National Register of Historic Places (NRHP) listed or eligible properties in or adjacent to the project area; therefore, no work related to aboveground resources is anticipated for the project. As a result, Cardno will provide the following:

TASK 1.1: Phase Ia Archaeological Reconnaissance

For the purposes of this proposal, Cardno assumes that 2 acres of ROW in previously undisturbed soils will be required for the project. A Phase Ia archaeological reconnaissance will be completed within these areas to determine the presence of NRHP-eligible sites.

Cardno will excavate up to 32 shovel test units. We further assume that one archaeological site will be identified as a result of the Phase Ia, due to the presence of historic structures adjacent to the project area. We assume that up to 25 artifacts will be collected as a result of this investigation. Therefore, a full Phase Ia archaeological report will be prepared.

A draft technical Phase Ia report will be submitted to the client within approximately 4-6 weeks following completion of the field survey. The report will include the results of the records review, field methods, survey results, analysis, and recommendations. Cardno will assess the significance of any identified archaeological sites according to the eligibility criteria for listing in the NRHP. Cardno will produce an electronic copy of the draft Phase Ia report and submit to the client for their review prior to submitting to the Indiana Department of Transportation-Cultural Resources Office (INDOT-CRO). Following approval from INDOT-CRO, we will prepare one hard copy of the report for submittal to the Indiana Department of Natural Resources-Division of Historic Preservation and Archaeology (IDNR-DHPA), though no formal review by IDNR-DHPA is anticipated due to the minor project status of the project.

Fee not to Exceed: \$6,931.40

Assumptions:

- Conducive weather conditions, i.e. no heavy rain, snow, or frozen ground.
- Phase Ia archaeological reconnaissance of up to 2 acres is included.
- Up to 32 shovel test units will be excavated.
- One archaeological site will be identified, which will include the analysis of up to 25 artifacts.
- Upon approval by INDOT-CRO, artifacts will be returned to the landowner.
- Section 106 consultation/documentation is not included.
- A Historic Property investigation pursuant to MPPA Category B-1 Condition Bii is not included in this scope of services.
- A Historic Property Report is not required or included.



Statement of Work

Task 1.1 – Rate Table				
	Labor Classification	Billing Rate	Hours	Total
Task 1.1	Senior Project Consultant	\$104.00	8	\$832.00
	Staff Consultant	\$75.00	25	\$1,875.00
	Senior Field Technician	\$62.00	46	\$2,852.00
	Field Technician	\$50.00	7	\$350.00
	GIS, CADD, or Drafting Consultant	\$108.00	7	\$756.00
	Project Assistant/Coordinator	\$85.00	2	\$170.00
	Total			95

Task 1.1 – Reimbursable Expenses			
Description	Qty	Rate	Total
Mileage	110	\$0.39	\$42.90
Photocopies	54	\$0.25	\$13.50
Shipping (UPS)	2	\$20.00	\$40.00
Total			\$96.40



September 29, 2020

GeoSolutions, Inc.
6128 Eagles Nest Blvd
Zionsville, IN 46077
Phone: (317) 273-0070

Mr. Joshua Eisenhauer, P.E.
VS Engineering, Inc.
4275 N. High School Road
Indianapolis, IN 46254

Re: Proposal for Professional Services:
Geotechnical Evaluation
Reconstruction of 1st Street between
Fairview Street and College Avenue
Bloomington, Indiana
GSI Proposal No. P20146

Dear Mr. Eisenhauer:

GeoSolutions, Inc. (GSI) is pleased to submit the following proposal to perform a geotechnical evaluation for the referenced project. This proposal is in response to your telephone conversation and electronic communications on September 24, 2020.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

From our understanding, the city of Bloomington is planning to reconstruct 1st Street from Fairview Street to College Avenue, about 1,900 ft in length, and mill and overlay from Walker Street to Fairview Street, about 1,400 ft in length. The reconstruction may include moving sidewalk away from the pavement and creating a buffer zone with trees and grass area. Due to this widening process some of the existing small retaining walls will be removed and reconstructed. The anticipated length of retaining wall is about 200 to 250 ft and retained height will be around 6 ft or less. At this time, additional details of the proposed improvements and construction schedule are not known.

Geotechnical Evaluation

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impact of these conditions on the proposed improvements and pavement design for the reconstruction, mill and overlay, and retaining wall. We will perform five soil borings at a spacing of about 400 to 500 ft to a depth of 10 ft in the reconstruction area. Three soil borings to a depth of 15 ft near the proposed retaining wall and one pavement core with soil boring to a depth of 6 ft at the halfway of mill and overlay section. Given our involvement with other projects in the area and based on a review of geologic information, the overburden within the depth of interest are anticipated to consist primarily of cohesive soils over relatively shallow limestone rock. Bedrock is anticipated to be encountered within the depth of exploration and where encountered we will perform 5-ft rock core at a few locations. Based on this, our scope of services is planned to include:

Redevelopment Commission Resolution 20-79

Exhibit A

Mr. Joshua Eisenhauer, P.E.
VS Engineering, Inc.
1st Street Reconstruction, Bloomington, IN

September 29, 2020
Page 2

Task 1. Performing five road borings to a depth of 10 ft and three wall borings to a depth of 15 ft or to auger refusal in the pavement reconstruction area and near proposed retaining wall, respectively. If/where bedrock is encountered in the borings, 5-ft cores will be taken into sound rock. In addition, one road boring to a depth of 6 ft in the midpoint of the proposed mill and overlay section will be performed. We will also collect one bag sample for moisture-density tests and improved resilient modulus test. A few Shelby tube samples will be collected at road boring locations for in-situ resilient modulus tests. Additionally, we will install perforated pipe in the boring performed at the shoulder to obtain 24 hr groundwater reading. We anticipate that the borings will be performed with truck-mounted equipment with traffic control. The boreholes will be backfilled at completion of the field work with auger cuttings, bentonite chips and/or bentonite grout, and a concrete patch at the surface where necessary.

The borings will be advanced using 3¼-in. I.D. hollow stem augers (AASHTO T 203) with split-spoon samples (i.e., using Standard Penetration Test procedures [AASHTO T 206]) obtained at 2½-ft. GSI will locate the borings using measurements from existing site features shown on plans to be provided. In addition, we will contact Indiana 811 to arrange an underground utility line location check;

Task 2. Performing laboratory tests including visual soil classification, natural moisture content, grain size analyses, Atterberg limits, specific density, unit weight, unconfined compressive strength on cohesive soil, moisture-density relationship (Standard Proctor Test), subgrade resilient modulus test, compressive strength on rock cores, pH and water soluble sulfate determinations, and hand penetrometer readings;

Task 3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical and pavement considerations regarding:

- a. Subgrade preparation and improvement, where necessary for support of pavement;
- b. Retaining wall; and
- c. Pavement design parameters.

SCHEDULE

We generally anticipate being able to mobilize in about three to four weeks after notice-to-proceed. The field work is anticipated to require two days to complete. After the field work is completed, the laboratory testing is anticipated to take approximately three to four weeks. We anticipate submitting a report within three weeks after the laboratory work is completed. Preliminary verbal recommendations can be provided as necessary.

FEES

We propose to provide our services per the attached unit rate schedule with a not to exceed amount of \$22,475 for the field work, laboratory testing and geotechnical evaluation. If any

Redevelopment Commission Resolution 20-79

Exhibit A

Mr. Joshua Eisenhauer, P.E.
VS Engineering, Inc.
1st Street Reconstruction, Bloomington, IN

September 29, 2020
Page 3

significant variation develops during the course of the evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

We look forward to providing our services to you on this project. Should you have any questions or if you require additional information, please contact us.

Sincerely,

GEOSOLUTIONS, INC.



Skanda Skandarajah, Ph.D., P.E.
Principal Engineer

CRB

Enclosures: Cost Estimate

**Redevelopment Commission Resolution 20-79
Exhibit A**

**Geotechnical Evaluation Unit Prices
1st Street Reconstruction, Bloomington, IN
GeoSolutions, Inc., Proposal No. P20146**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$310.50	\$310.50
b. CPT	ea	\$517.50	
c. Field and utility coordination	1 LS	\$1,000.00	\$1,000.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$368.00	\$368.00
ii. 11 - 25	LS	\$586.50	
iii. Over 25	LS	\$816.50	
e. Mileage	140 mi	\$4.03	\$563.50
2. Truck mounted borings with split spoon sampling			
a. Standard	101 ft	\$21.85	\$2,206.85
b. Night time	ft	\$25.78	
3. Truck mounted borings with drilling fluid			
a. Standard	ft	\$21.85	
b. Night time	ft	\$25.78	
4. Truck mounted core drilling			
a. Standard	10 ft	\$44.85	\$448.50
b. Night time	ft	\$52.92	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement			
i. Standard	ft	\$44.85	
ii. Night time	ft	\$52.92	
b. Bridge deck coring and restoration			
i. Standard	ea	\$402.50	
ii. Night time	ea	\$474.95	
6. Cone penetrometer testing			
a. Set up			
i. Standard	ea	\$92.00	
ii. Night time	ea	\$108.56	
b. Subsurface profiling			
i. Standard	ft	\$14.09	
ii. Night time	ft	\$16.63	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$106.95	
b. Night time	ea	\$126.20	
ii. Penetration			
a. Standard	ft	\$16.68	
b. Night time	ft	\$19.68	

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Pore water dissipation test			
a. Standard	hr	\$218.50	
b. Night time	hr	\$257.83	
iv. Hydraulic conductivity and consolidation			
a. Standard	ea	\$86.25	
b. Night time	ea	\$101.78	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$18.11	
ii. Night time	ft	\$21.38	
e. Sample			
i. Standard	ea	\$27.60	
ii. Night time	ea	\$32.57	
7. Hand or truck soundings			
a. Standard	20 ft	\$14.38	\$287.50
b. Night time	ft	\$16.96	
8. Hand auger drilling			
a. Standard	ft	\$14.95	
b. Night time	ft	\$17.64	
9. Skid mounted borings with split spoon sampling			
a. Standard	ft	\$34.50	
b. Night time	ft	\$40.71	
10. Skid mounted borings using drilling fluid			
a. Standard	ft	\$34.50	
b. Night time	ft	\$40.71	
11. Skid mounted core drilling			
a. Standard	ft	\$49.45	
b. Night time	ft	\$58.35	
12. Skid mounted boring through bedrock or boulders			
a. Standard	ft	\$51.75	
b. Night time	ft	\$61.07	
13. Skid mounted soundings			
a. Standard	ft	\$20.13	
b. Night time	ft	\$23.75	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up			
i. Standard	ea	\$132.25	
ii. Night time	ea	\$156.06	
b. Subsurface profiling			
i. Standard	ft	\$20.41	
ii. Night time	ft	\$24.09	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$126.50	
b. Night time	ea	\$149.27	

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
ii. Penetration			
a. Standard	ft	\$23.58	
b. Night time	ft	\$27.82	
iii. Pore Water Dissipation Test			
a. Standard	hr	\$253.00	
b. Night time	hr	\$298.54	
iv. Hydraulic Conductivity and Consolidation			
a. Standard	ea	\$97.75	
b. Night time	ea	\$115.35	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$28.75	
ii. Night time	ft	\$33.93	
e. Sample			
i. Standard	ea	\$36.80	
ii. Night time	ea	\$43.42	
15. Furnishing of a boat	Actual Cost		
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,900.00	
ii. Rental of support equipment and/or boat	Actual Cost		
iii. Drill rig down time	hr	\$172.50	
b. Non-navigable water barge set-up	ea	\$5,750.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,415.00	
b. Non-navigable water	ea	\$2,185.00	
18. Barge mounted borings with split spoon sampling	ft	\$37.95	
19. Barge mounted core drilling	ft	\$51.75	
20. Barge mounted boring through bedrock or boulders	ft	\$51.75	
21. Barge mounted soundings	ft	\$23.00	
22. Casing through water	ft	\$9.78	
23. Uncased sounding through water	ft	\$6.33	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	10 ea	\$80.50	\$805.00
b. Rock core borings	2 ea	\$138.00	\$276.00
25. Additional 2-in. split spoon sampling	4 ea	\$24.15	\$96.60
26. 3-in. split spoon samples	ea	\$26.45	
27. 3-in. Shelby tube samples	2 ea	\$72.45	\$144.90
28. Bag samples			
a. 25-lb sample	1 ea	\$58.65	\$58.65
b. 5-lb sample	ea	\$37.95	
29. Field vane shear test			
a. Standard	ea	\$132.25	
b. Night time	ea	\$156.06	
30. 4½-in. cased hole	ft	\$14.38	

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation			
i. Standard	ft	\$17.25	
ii. Night time	ft	\$20.36	
b. Piezometer installation up to 25 ft below surface	ea	\$310.50	
c. Piezometer installation deeper than 25 ft below surface	ea	\$345.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$143.75	
32. Geotechnical engineer	8 hr	\$138.00	\$1,104.00
33. Railroad expenses	Actual Cost		
34. Twenty-four hour water levels			
a. Field measurements per borehole			
i. Standard	1 ea	\$43.70	\$43.70
ii. Night time	ea	\$51.57	
b. PVC slotted pipe	10 ft	\$6.90	\$69.00
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT			
a. Standard	10 ea	\$126.50	\$1,265.00
b. Night time	ea	\$149.27	
ii. CPT			
a. Standard	ea	\$52.90	
b. Night time	ea	\$62.42	
b. More than 30 ft			
i. SPT			
a. Standard	ft	\$7.48	
b. Night time	ft	\$8.82	
ii. CPT			
a. Standard	ea	\$2.19	
b. Night time	ea	\$2.58	
c. Pavement restoration			
i. Standard	9 ea	\$69.00	\$621.00
ii. Night time	ea	\$81.42	
36. Dozer rental	Actual Cost		
37. Traffic control			
a. Flag crew	day	\$1,900.00	
b. Equipment Rental for road closure, install and remove	day	\$300.00	
c. Flag crew with equipment	2 day	\$2,000.00	\$4,000.00
d. Traffic coordination with subcontractor	LS	\$690.00	
38. Centerline surveying	Actual Cost		
	Subtotal (Geotechnical Field)		\$13,668.70
<u>GEOTECHNICAL LABORATORY</u>			
39. Sieve analysis for soils	5 ea	\$56.35	\$281.75
40. Hydrometer analysis	5 ea	\$66.70	\$333.50

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$88.55	
b. Analysis by Using (AASHTO T-27)	ea	\$155.25	
42. Liquid limit	5 ea	\$44.85	\$224.25
43. Plastic limit & plasticity index	5 ea	\$32.20	\$161.00
44. Liquid Limit Ratio	ea	\$86.25	
45. pH test	5 ea	\$17.83	\$89.13
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$27.60	
b. Loss on Ignition Test (Sequential)	ea	\$59.80	
c. Organic content based on Clorimeter	ea	\$27.60	
47 Topsoil Tests			
a. Phosphorus tests	ea	\$24.15	
b. Potassium tests	ea	\$24.15	
48 Moisture Content Test			
a. Moisture Content Test (Conventional)	60 ea	\$7.76	\$465.75
b. Moisture Content Test (Microwave)	ea	\$9.43	
49 Expansion Index of Soils	ea	\$270.25	
50 Specific Gravity Test	5 ea	\$41.40	\$207.00
51 Unit weight determination	2 ea	\$20.13	\$40.25
52 Hydraulic Conductivity Test			
a. Constant Head	ea	\$270.25	
b. Falling Head	ea	\$327.75	
53 Unconfined Compression Test on Soils & Rocks			
a. Unconfined Compression Test (Soils)	5 ea	\$75.00	\$375.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$132.25	
c. Point Load Strength Index of Rock	ea	\$49.45	
54 Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	2 ea	\$170.00	\$340.00
b. Elastic Moduli of Intact Rock	ea	\$494.50	
55 Consolidation Test	ea	\$517.50	
56 Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$402.50	
b. Consolidated - Undrained (CU)	ea	\$598.00	
c. Consolidated - Drained (CD)	ea	\$833.75	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$287.50	
57 Direct Shear Test	ea	\$609.50	
58 Moisture-Density Relationship Test			
a. Standard Proctor	1 ea	\$161.00	\$161.00
b. Modified Proctor	ea	\$178.25	

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
59 Soil Support Testing			
a. California Bearing Ratio Test	ea	\$603.75	
b. Subgrade Resilient Modulus on Remoulded Soils	1 ea	\$713.00	\$713.00
c. Resilient modulus on Shelby tube	1 ea	\$713.00	\$713.00
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$437.00	
b. Cohesive or Expansive Soils	ea	\$517.50	
61 Water Soluble Sulfate Test	2 ea	\$120.75	\$241.50
62 Water Soluble Chloride Test	ea	\$120.75	
63 Soil Resistivity Test	ea	\$155.25	
64 Shale Durability Tests			
a. Slake Durability Index Test	ea	\$143.75	
b. Jar Slake Test	ea	\$15.24	
		Subtotal (Geotechnical Laboratory)	\$4,346.13

GEOTECHNICAL ENGINEERING

65 Geotechnical report			
a. Without soil subgrade investigation			
i. First mile	1 LS	\$2,070.00	\$2,070.00
ii. Each additional mile	mi	\$862.50	
b. With soil subgrade investigation			
i. First mile	LS	\$2,300.00	
ii. Each additional mile	mi	\$977.50	
c. Soil subgrade investigation (only)			
i. First mile	LS	\$747.50	
ii. Each additional mile	mi	\$460.00	
d. Soil profile drawing			
i. First mile	LS	\$1,454.75	
ii. Each additional mile	mi	\$690.00	
66 a. Geotechnical Data Report for Design Build Projects			
i. First mile	LS	\$1,035.00	
ii. Each additional mile	mi	\$460.00	
b. Technical Memo			
i. First mile	LS	\$690.00	
ii. Each additional mile	mi	\$345.00	
67 Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$586.50	
b. Proposed and existing embankment	ea	\$655.50	
68 Ground modification design	ea	\$1,725.00	
69 Slope stability analysis			
a. C, ϕ or C & ϕ analysis	ea	\$920.00	
b. Corrective measures	ea	\$920.00	
c. Stage construction corrective method	ea	\$1,610.00	
70 Bridge foundation analysis and recommendations			

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Shallow foundation	ea	\$575.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$1,006.25	
ii. Wave equation analyses	ea	\$385.25	
iii. Liquefaction analysis	ea	\$310.50	
iv. Group - 3D analysis	ea	\$494.50	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$460.00	
ii. Embankment plus pier	ea	\$506.00	
iii. Embankment plus pier plus all other loads	ea	\$586.50	
d. Foundation on bedrock	ea	\$575.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	2 ea	\$1,012.00	\$2,024.00
ii. Deep foundation	ea	\$1,334.00	
iii. Settlement analysis for retaining wall foundation	ea	\$437.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,207.50	
ii. Retaining structure with tie-back system	ea	\$1,725.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,207.50	
ii. Retaining structure with tie-back system	ea	\$1,725.00	
d. Soil nailing wall analysis	ea	\$1,150.00	
72 Seepage analysis	ea	\$1,667.50	
73 Deep dynamic compaction analysis	ea	\$1,667.50	
		Subtotal (Geotechnical Engineering)	\$4,094.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>			
74 Pressuremeter Testing services	day	\$1,897.50	
75 Mobilization of testing equipment	LS	\$189.75	
76 a. Monitoring geotechnical instrumentation	hr	\$92.00	
b. Filed Inspector	hr	\$92.00	
77 Integrity testing	Actual Cost		
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$92.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$92.00	
79 Dynamic pile analysis	ea	\$1,207.50	
80 Static load test	ea	\$1,207.50	
81 Dynamic pile load test	Actual Cost		
82 CAPWAP-C analysis	ea	\$632.50	
83 Final construction inspection report	ea	\$1,150.00	
		Subtotal (Construction Inspection and Monitoring)	
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation	Actual Cost		

**Redevelopment Commission Resolution 20-79
Exhibit A**

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Borehole test/Pier or foundation			
	Actual Cost		
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations			
	Invoice Cost		
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,897.50	
b. Project Website	LS	\$4,025.00	
87 Geotechnical Review			
a. Structure Report	ea	\$402.50	
b. Roadway Report	mi	\$333.50	
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$241.50	
2. Mobilization mileage for coring equipment	mi	\$2.19	
3. Pavement core (partial depth)	ea	\$149.50	
4. Pavement core (full depth)			
a. Standard	1 ea	\$230.00	\$230.00
b. Night time	ea	\$264.50	
5. Sub-base sample	1 ea	\$71.30	\$71.30
6. Cement concrete pavement core density determination	ea	\$39.10	
7. Cement concrete core compressive strength test	ea	\$37.95	
8. Bituminous extraction test	ea	\$98.90	
9. Sieve analysis of extracted aggregate test	ea	\$66.70	
10. Recovery of asphalt from solution by Abson method	ea	\$414.00	
11. Theoretical maximum specific gravity test	ea	\$82.80	
12. Bulk specific gravity test	ea	\$36.80	
13. Air voids calculation	ea	\$33.35	
14. Core report for partial depth core	ea	\$57.50	
15. Core report for full depth core	1 ea	\$57.50	\$57.50
16. Pavement analysis and report	ea	\$920.00	
		Subtotal (Pavement Investigation)	\$358.80

Summary of Fees

Geotechnical Field	\$13,668.70
Geotechnical Laboratory	\$4,346.13
Geotechnical Engineering	\$4,094.00
Pavement Investigation	\$358.80
Estimated Total	\$22,467.63



T2 Utility Engineers
7217 E. 87th St.
Indianapolis, IN 46256
USA
Phone 317 585 3540

T2UE.com

September 18, 2020

Via email

Ben Bruss
VS Engineering
4275 N. High School Rd.
Indianapolis, IN 46254

RE: Subsurface Utility Engineering – T2 Scope and Fee Proposal to Perform SUE along 1st Street in Bloomington Indiana

Dear Mr. Bruss:

Thank you for the opportunity to provide a SUE Proposal. Per your request, T2 is pleased to submit the following scope of services and professional fees for the 1st Street project in Bloomington, IN.

Industry Standard of Care- All aspects of the Subsurface Utility Engineering (SUE) performed under this contract will be in accordance with ASCE Standard 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” and industry standards as of the date this scope is approved.

Project Purpose

The objective of this project is to provide VS Engineering (VS) with accurate horizontal and vertical information on existing underground utilities for design and construction purposes.

T2 will first designate and mark the horizontal alignment of the underground utilities located within the public R/W of 1st Street between S. Walker Street and the west side of S. Walnut Street (see Exhibit “A”). T2 will mark the detected underground utilities with pink paint and/or flags. T2’s field marks will then be surveyed. Following a review and conflict analysis by VS or others, T2, at the request of VS, will return and perform vacuum excavation at specific locations (up to 25 test holes). The test hole locations will be at potential conflict points determined by VS or others. This information will assist VS in making informed decisions as to whether any of the existing underground utilities will require relocation.

Project Limits

The approximate project limits consist of all that area within the yellow outlines as shown in Exhibit A (labeled “Underground Utility Investigation Area”). Exhibit A is located in Bloomington Indiana and is more specifically defined as all of that area within the public R/W (approx. 33’ on each side of the centerline of 1st Street) along a length of 1st Street, beginning at S. Walker Street on the west end, and ending at a point approximately 150 feet west of S. Walnut Street on the east end. The project limits also include a length of S. Walker Street, beginning at the north at the intersection of S. Walker Street and 1st Street, and ending approximately 180 feet to the south at the entrance to a mobile home court.

Mobilization

This includes all appropriate equipment, transportation and qualified personnel necessary to perform the requested SUE services.

Geophysical Surface Utility Designating – Quality Level B (QLB)

T2 will utilize surface geophysical methods to interpret the presence of subsurface utilities and use electromagnetic equipment to detect and designate the existing underground utilities. Sizes and materials will be obtained from existing as-built records, if available (records to be acquired and provided by others).

T2 will exercise all available direct connection applications with electromagnetic instrumentation to mark and define the underground lines described above, within the project area. Ground Penetrating Radar (GPR) will also be used in some areas in order to attempt to detect the following:

- Possible existing underground facilities not apparent at the surface.
- Facilities that are non-conductive in nature.
- Facilities discovered through review of existing records (if records are available).

Use of the GPR requires a smooth surface or topography in order to traverse the area. Uneven ground, thick brush, wooded or debris filled areas, etc. are not suitable for the GPR to traverse.

It should be noted that overall quality and vertical penetration of GPR data is entirely dependent on the composition of subsurface materials. Highly electrically conductive materials typically serve to attenuate the electromagnetic radar energy and not allow for significant depth penetration. Therefore, while due care will be exercised in the acquisition and interpretation of GPR measurements, T2 can offer no warranties or guarantees with respect to existing subsurface conditions.

Using the aforementioned technology, T2 will provide paint markings or flags to show the approximate horizontal position of the desired utilities. T2 will also prepare field sketches, depicting the approximate locations of the utilities, and provide this information to the surveyors for assistance in their survey field collection. The field sketches will be accompanied by a SUE point sheet, depicting each utility line designated along with the number of points (flags) that are to be collected on each line.

As part of QLB services, and only if accessible, T2 will provide manhole detail information pertaining to existing telecommunication manholes. If accessible from ground level, T2 will record x, y, z dimensions of the inside of each manhole/vault. T2 will also provide the dimensions of the manhole lid in relation to the existing walls in addition to marking the four corners of the manhole for survey pick-up. No photographs of manhole walls or dimensions of conduits in relation to walls will be provided.

Once the field information is completed and checked by the field crew supervisor, the SUE Field Manager will perform a quality control (QC) check of the project by cross checking the proposed scope of work to the actual work performed.

Air/Vacuum Subsurface Utility Locating – Quality Level A (QLA)

T2 will make the necessary Indiana 811 Call. T2 will then proceed as follows:

1. Excavate test holes (a maximum of twenty-five) to expose the selected underground utilities at specific locations indicated by VS.

2. Excavate the test holes by way of vacuum excavation or hand digging as to prevent damage to wrappings, coatings, or other protective coverings.
3. Minimum excavation assumed to be 8"x 8" (64 square inches).
4. Follow ASCE Standards for Collection and Depiction of Existing Subsurface Utility Data:
 - a) The horizontal and vertical location of the top of the utility referenced to the project survey datum (if project datum is available).
 - b) The elevation of the existing grade over the utility at a test hole referenced to the project survey datum (if project datum is available).
 - c) The outside diameter of the utility and configuration of non-encased, multi-conduit systems.
 - d) Type of utility (e.g. fiber optic, gas, water, sewer, telephone, etc.).
 - e) The utility structure material composition, when reasonably ascertainable.
 - f) The paving thickness and type, where applicable.
 - g) An above ground marker (i.e., PK nail or 5/8" capped rebar) will be placed above the centerline of the utility and a precise vertical measurement will be taken from the marker down to the top of the utility.
 - h) Such other pertinent information as is reasonably ascertainable from each hole site.
5. Back fill and compact test holes in 6" lifts with excavated material.
6. Restore pavement cuts with replacement of cold patch to a minimum thickness of the existing pavement. Restore sidewalk cuts with quick-set concrete to a minimum thickness of the existing sidewalk. In the event the test hole is excavated in a grassy area, the area disturbed will be restored to the condition prior to excavation.
7. Provide cleanup of work site to equal or better condition before excavation.

Survey and CADD

If a survey is required, it will be the responsibility of VS or others. In the event a survey is taken, we respectfully request that T2 be included in the final review of the survey data, CADD files and drawings to assure a complete QA/QC process.

Inclusions

1. T2 will coordinate all operations with VS.
2. T2 will be responsible for providing basic Maintenance of Traffic (MOT) using signs, cones and arrowboards, as necessary, for short-duration partial lane closures. All efforts will be made to position vehicles off of pavement where possible to avoid impacts to traffic. If lane closure is required, T2 will provide flaggers as needed. T2 must be able to access the entire work area with our personnel, vehicles and equipment.
3. T2 will be responsible for designating and marking existing natural gas services within the project limits.
4. VS will be responsible for obtaining any necessary permits along with any associated costs.
5. Fee schedule is valid for sixty (60) days from the date of this proposal.
6. Perform Quality Assurance/Quality Control (QA/QC) of above services with various positive verifications as deemed necessary for the desired ASCE Quality Level.
7. T2 will perform this service with due diligence and use every reasonable effort to designate utilities in a manner consistent with ASCE Standard 38-02 and will be held accountable for T2's negligent acts, errors, or omissions for its services as outlined within this scope of services. However, T2 does not guarantee that all active or abandoned utility systems or structures can or will be detected, including but not limited to nonconductive materials, utilities located underneath other utilities. T2 will notify client where non-toneable or non-locatable utilities or structures are present.

Exclusions

1. T2 will not be responsible for the disposal of any hazardous material.
2. T2 will not be providing SUE Quality Levels "C or D" as defined in the ASCE Standard 38-02. Quality Level D services are to be performed by VS (or Others) as part of their utility coordination scope of work. T2 shall be provided with all applicable design plans, in addition to all utility records and plans that are received by VS from the utilities, in a timely manner.
3. T2 shall not be required to work other than 6:00 AM to 6:00 PM, Monday through Friday.
4. T2 will not be required to notify property owners prior to our work.
5. Designating gravity storm pipes, gravity sanitary sewer mains, and irrigation electric lines is not included in this scope.
6. Designating utility services (other than natural gas services) is not included in this scope.
7. Designating traffic signals is not included in this scope.
8. Designating non-toneable utilities without tracer wire is not included in this scope.
9. T2 will not be required to enter into any confined spaces such as sewer or drain manholes.
10. T2 will not be responsible for obtaining additional Maintenance of Traffic (MOT) for lane closures or associated fees.
11. T2 will not be required to obtain any permits.
12. Surveying and CADD (if required) to be performed by VS or others.
13. Use of T2 for Subsurface Utility Engineering (SUE) does not relieve the client, contractor(s), property owner(s) or utility owner(s) of the responsibility of notifying the Indiana One Call System prior to starting excavation. T2 will not be assumed or held responsible for damages to utilities caused by others.

Deliverables

Our submittal package for this project will be as follows:

- Paint Marks & Flags in the Field
- Field Sketches w/ Point Sheets
- Verified Utility Matrix
- Plan Sheets (upon receipt of survey)

Project Duration

For a project of this scope, we anticipate it requiring 8 business days to complete the horizontal designating (with a 2-man crew). At a later date, following the conflict analysis, and upon the request of VS, T2 will return and perform up to 25 test holes at locations specified by VS. The vacuum excavation is anticipated to take an additional 7 business days. T2 will prepare and submit deliverables within 7 business days following receipt of survey.

T2 is prepared to begin the work within 10 business days following receipt of Notice to Proceed (NTP). Please sign and date the last page of the Scope of Services and return a signed copy, along with any relevant project, phase, and task numbers. This will serve as our NTP.

Fee Schedule

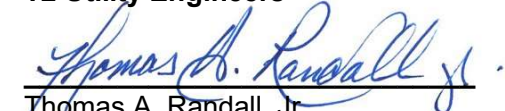
Estimated Total for QLB Only = \$37,190.00 (See Exhibit "B" for details)

Estimated Total for QLA & QLB = \$69,290.00 (See Exhibit "B1" for details)

This price is calculated by the project scope and limits described above. Should the scope or the limits change, we will request additional compensation for any additional work. **The above price will not be exceeded without prior authorization from VS.** T2 will invoice at completion of our work.

Sincerely,

T2 Utility Engineers


Thomas A. Randall, Jr.
Senior Project Manager

Approval: _____
Signature

Print Name: _____

Client: VS Engineering

Project: _____ Task: _____

Exhibit A

Bloomington, Indiana

Underground Utility Investigation Area



S Felid Ave

S Fairview St

S Rogers St

S Madison St

S College Ave

S Walnut St

W Dixie St

Bloomington Rail Trail

W Dodds St

W Allen St



**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

Des. No:

UTILITY DESIGNATING SERVICES - QLB				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Linear Foot	Per Foot	\$1.43	21,060	\$30,115.80
Ground Penetrating Radar (GPR)	Per Day	\$2,500.00	0	\$0.00
SUBTOTAL				\$30,115.80

UTILITY LOCATING SERVICES - QLA				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Test Holes (Qty: 1-10)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$795.00	10	\$7,950.00
> 8' deep	Per Hole	\$1,035.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$970.00	15	\$14,550.00
> 8' deep	Per Hole	\$1,465.00	0	\$0.00
Test Holes (Qty: 11-25)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$710.00	0	\$0.00
> 8' deep	Per Hole	\$900.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$860.00	0	\$0.00
> 8' deep	Per Hole	\$1,220.00	0	\$0.00
Test Holes (Qty: 26-50)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$635.00	0	\$0.00
> 8' deep	Per Hole	\$780.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$765.00	0	\$0.00
> 8' deep	Per Hole	\$1,020.00	0	\$0.00
Test Holes (Qty: >50)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$565.00	0	\$0.00
> 8' deep	Per Hole	\$680.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$680.00	0	\$0.00
> 8' deep	Per Hole	\$850.00	0	\$0.00
SUBTOTAL				\$22,500.00

**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

MOBILIZATION/DEMobilIZATION/MAINTENANCE OF TRAFFIC				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Vacuum Excavation Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$785.00	2	\$1,570.00
>/= 119 miles from office	Per Trip	\$1,045.00	0	\$0.00
Designating / GPR Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$700.00	2	\$1,400.00
>/= 119 miles from office	Per Trip	\$940.00	0	\$0.00
Maintenance of Traffic (By T2)	Per Day	\$265.00	9	\$2,385.00
Maintenance of Traffic (Temp. Traffic Control Office)	Per Hour	\$50.00	0	\$0.00
Maintenance of Traffic (By Others)	Per Day	\$750.00	0	\$0.00
SUBTOTAL				\$5,355.00


DIRECT COST (AT COST)				
Agreement Item	Unit	Authorized Rate	Estimated Quantity	Total
Project Manager Mileage	Per Mile	\$0.39	0	\$0.00
Per Diem	Per Day/Person	\$26.00	30	\$780.00
Hotel including Tax	Per Day	\$90.00	24	\$2,160.00
Permits	Each	\$55.00	0	\$0.00
SUBTOTAL				\$2,940.00

**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

BILLING RATES				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Director	Per Hour	\$219.95	3	\$659.86
Senior Project Manager	Per Hour	\$143.56	16	\$2,296.92
Geophysicist / Project Manager	Per Hour	\$163.22	0	\$0.00
SUE Manager	Per Hour	\$115.14	10	\$1,151.41
SUE Supervisor	Per Hour	\$90.08	0	\$0.00
SUE Technician III	Per Hour	\$74.81	0	\$0.00
SUE Technician I / II (For Flagging)	Per Hour	\$55.02	60	\$3,301.48
Technical Support	Per Hour	\$83.54	2	\$167.07
CADD Manager	Per Hour	\$133.45	6	\$800.69
CADD/Engineering Technician	Per Hour	\$68.40	0	\$0.00
SUBTOTAL				\$8,377.42
SUBTOTAL SUE SERVICES				\$69,288.22
TOTAL COST (ROUNDED)				\$69,290.00



 Thomas A. Randall, Jr.
 Senior Project Manager

September 18, 2020

 Date



TABLE OF SUE QLB QUANTITIES

1st Street in Bloomington, IN

LOCATION	LENGTH	EST # OF UTIL.	TOTAL LENGTH	TEST HOLES	DESCRIPTION
	LFT	EA	LFT	EA	
Main Lines:					
1st Street	3,430	4	13,720		
S. Walker St.	213	3	639		
			0		
"S" Lines					
			0		
S. Euclid St.	66	2	132		
S. Fairview St.	33	2	66		
Rogers St.	66	4	264		
Alley	66	2	132		
Morton St.	66	4	264		
Bloomington Trail	66	2	132		
S. College Ave.	66	4	264		
			0		
Natural Gas Services					
			0		
Estimated 45 gas services at 60' each (45 x 60)	2,700		2,700		
SUBTOTAL			18,313		
15% Contingency for Potential Additional Crossings, Drops and Urban Nature of Project			2,747		
TOTAL			21,060		
GRAND TOTAL (Rounded)			21,060		

Utilities consist of:

- Water
- Electric (includes street lighting)
- Gas
- Fiber Optic Cable
- Telephone

Legend

- G = Gas
- T = Telephone
- E = Electric
- CATV = Cable TV
- W = Water
- FO = Fiber Optic Cable
- ST/L = Street Light

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.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Hospital Site”)

Project Manager: Mick Renneisen; Jeff Underwood; Philippa Guthrie

Project Description:

Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$13,000,000.00
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Sources of funds:	
Consolidated TIF	\$10,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

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

Step	Description	Estimated Cost	Timeline
1	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by July 2018
2	Appraisals	\$50,000	2018-2020
3	Project Agreement with IU Health	\$6,500,000	2021
4.	Due Diligence with Environmental Assessment	Total: \$79,865.63 Legal Fees: \$29,275.63 Engineering: \$11,800 Phase 1: \$15,200 Phase 2: \$23,590	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
6a	Design – VE Engineering	\$720,959.03	Oct. 2020 – Dec. 2023
6b.	Right of Way Acquisition	Estimated \$90,000	Nov. 2021 – May 2022
6c	Construction Inspection	Estimated \$475,000	Apr. 2023 – Nov. 2023
6d.	Construction	Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement

- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**20-80
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR TRAFFIC SIGNAL
REPLACEMENT AT 3RD STREET AND INDIANA AVENUE**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to move forward with replacement of the traffic signal at the East 3rd Street and South Indiana Avenue intersection (“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, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
2. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
3. 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 that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

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:** 3rd-Indiana Intersection Improvement Project**Project Manager:** Neil Kopper**Project Description:**

This project will replace the traffic signal at the intersection of 3rd Street and Indiana Avenue to improve the pedestrian and vehicular signal infrastructure. The project also includes geometric updates to improve pedestrian accessibility.

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

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

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

Project Timeline:

Start Date: May 28, 2019

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$399,030.00
Sources of funds:	
2016 GO Bond Series B	\$61,730.00
Consolidated TIF (Downtown)	\$337,300.00

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$61,730.00	May 2019 – December 2021 ¹
2	Right-of-Way Acquisition	\$0	N/A
3	Construction	\$337,300.00	May 2021 – August, 2021

TIF District: Consolidated TIF (Downtown)

Resolution History: 20-80 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

**20-81
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR TRAFFIC SIGNAL
UPGRADES ON WALNUT AT 11TH AND 14TH STREETS**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to move forward with replacement of the traffic signals at the intersections of Walnut Street and 11th Street and Walnut Street and 14th Street (“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, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
2. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
3. 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 that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

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: 11th-Walnut and 14th-Walnut New Traffic Signals

Project Manager: Neil Kopper

Project Description:

This project will install traffic signals at the intersections of 11th Street at Walnut Street and 14th Street at Walnut Street. These signals are intended to improve pedestrian and vehicular accessibility and safety within the Walnut Street corridor.

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

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

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

Project Timeline:

Start Date: November 12, 2019

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$580,515
Sources of funds:	
Planning/Transportation and Public Works Funding	\$80,515
Consolidated TIF	\$500,000

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$80,515	November 2019 – December 2021 ¹
2	Right-of-Way Acquisition	\$0	N/A
3	Construction	\$500,000	May 2021 – September, 2021

TIF District: Consolidated TIF (W. 17th Street)

Resolution History: 20-81 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

20-82
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF THIRD ADDENDUM TO CONTRACT WITH CORE PLANNING STRATEGIES GARAGE CONSULTANT SERVICES

- 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) (“Agreement”); and
- WHEREAS, the RDC approved addenda to the Agreement in Resolutions 20-05 and 20-13 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, it is necessary to amend the Agreement to reflect the extended timeline of the Project from Spring 2021 until October of 2021 for the completion and closeout of the 4th Street Parking Garage, and to add to the scope of the environmental consulting services and Parksmart management for the Trades District Garage.
- WHEREAS, attached to this Resolution as Exhibit A is the Third Addendum to the Agreement for the Additional Services; and
- WHEREAS, this addendum will add a grand total of Two Hundred Sixty-Seven Thousand Four Hundred Seventy-Five Thousand Dollars (\$267,475.00); 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 B;

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 Redevelopment Commission hereby approves the Addendum to the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the Additional Services in amount not to exceed an additional Two Hundred Sixty-Seven Thousand Four Hundred Seventy-Five Thousand Dollars (\$267,475.00), for a total contract amount not to exceed Seven Hundred Sixty-Six Thousand Five Hundred Forty-Five Dollars (\$766,545.00). Funding for this Agreement and Addendum shall be taken from the Consolidated TIF and/or the 2019 TIF Revenue Bonds, pursuant to the Commission and City of Bloomington’s normal acquisition procedures.

3. Pursuant to the terms of the Addendum, the RDC also approves the extension of the agreement through October 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

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

This Third 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 shall be amended to include the following extension: “Phase 2: Design/Construction: January 2019 – October 31, 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 April 2021. This completion date is extended until October 31, 2021. This additional time consists of the remainder of construction for 4th St Garage, one month for construction punch out completion, and one month for project close-out. Compensation for this extended time shall be as follows:
 - a. \$4,217.00 per month from October 1, 2020, through October 31, 2021
 - b. \$8,522.00 per month of additional fees from April 2021 through October 31, 2021.
 - c. Grand Total of Increase: \$114,475.00
- 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 and Enhanced System Commissioning for Parksmart Version 1.0 compliance (achieving eight (8) Parksmart points) for an amount not to exceed \$41,500.00 for the Trades District 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 Section 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 are hereby incorporated to this agreement with the City of Bloomington.
 - iv. If Enhanced Commissioning is not required, an \$8,200.00 deduct may be applied.
 - v. The subconsultant agreement between CORE and FCG is attached to this Addendum as **Exhibit 2**.
 - vi. All mileage reimbursables apply to this scope of work and shall not exceed a total \$1,500.00.
 - vii. The total reimbursable compensation for FCG's work shall not exceed \$47,150.00.
- b. Patriot Engineering and Environmental (Patriot): As a consultant to CORE Planning Strategies, Patriot will provide construction material testing services for the Trades District Garage Project will be approximately \$103,500.00.
- i. This is 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 Section 1.14 Basic Compensation) will be applied to all invoices for an amount that shall not exceed \$10,350.00.
 - 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 have mutually agreed, 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. The subconsultant agreement between CORE and Patriot is attached to this Addendum as **Exhibit 3**.
 - vi. All mileage reimbursables apply to this scope of work and shall not exceed \$1,500.00.
 - vii. The total reimbursable compensation for Patriot's work shall not exceed \$115,350.00.
4. Compensation: The RDC shall pay CORE an amount not to exceed **\$267,475.00** 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:

Cindy Kinnarney, Secretary

Date

EXHIBIT 1

[See Attached]

Amendment to Project Management Agreement
City of Bloomington – 4th 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. Reimbursable Expenses shall increase to provide specialty consulting services requested by the City of Bloomington specifically for the **Trades District Garage**:
- 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 Trades District 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 Trades District Garage Project will be approximately \$103,500.00.
 - 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 \$10,350.00.
 - 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

March _____, 2020

October 11, 2019

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

RE: City of Bloomington – Trades District 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 124,872 SF and 379 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

BPG-TD_LEED-V4_Cx_Fee_Proposal_20191011.docx

Page 1 of 5

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.



V. Todd Yates, PE
President

BPG-TD_LEED-V4_Cx_Fee_Proposal_20191011.docx

Page 2 of 5

**City of Bloomington
Trades District 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
LEED v4 Fundamental Commissioning TOTAL	\$33,300.00

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
LEED v4 Enhanced Option 1, Path 1 Commissioning TOTAL	\$8,200.00

LEED v4 Overall Commissioning TOTAL \$41,500.00

* Detailed breakdown for individual deliverables shown on following pages

THIS PROPOSAL IS ACCEPTED:

BY: _____ DATE: _____
 TITLE: _____ PRINTED NAME: _____
 ORGANIZATION NAME: _____

BPG-TD_LEED-V4_Cx_Fee_Proposal_20191011.docx

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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
Total	\$11,000.00

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	\$200.00
Functional Performance Tests	\$1,500.00
Compile CFR/O&M Maintenance Plan	\$200.00
Commissioning Report	\$200.00
Total	\$4,450.00

Electrical Distribution and Lighting Controls

OPR/BOD Review & Coordination	\$200.00
Design Review/Reports	\$200.00
Design Phase Cx Plan/Cx Specification	\$100.00
Commissioning Meetings / Site Observation	\$8,200.00
Write System Verification Checklists (SVC)	\$800.00
Write Functional Performance Tests (FPT)	\$2,000.00
Equipment Start-Up	\$1,200.00
Functional Performance Tests	\$1,500.00
Compile CFR/O&M Maintenance Plan	\$1,200.00
Commissioning Report	\$1,200.00
Total	\$17,200.00

Building Envelope

OPR/BOD Review & Coordination	\$200.00
Total	\$200.00

BPG-TD_LEED-V4_Cx_Fee_Proposal_20191011.docx

Page 4 of 5



2611 Waterfront Parkway, Suite 340
Indianapolis, IN 46214
(317) 536-2618
www.facmgrp.com

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
Total	\$3,200.00

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
Total	\$1,800.00

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
Total	\$3,200.00



February 12, 2020
Mr. Josh Scism
Core Planning Strategies, LLC
429 North Pennsylvania Street, Suite 304
Indianapolis, Indiana 46204

**Re: Proposal for Construction Materials Testing and Inspections
Trades District Garage
Bloomington, Indiana
Patriot Project No.: 19-1950-11C**

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 procedures consistent with project design and specification requirements. Based on the project schedule anticipated by Garmong and F.A. Wilhelm, we estimate the cost of our proposed testing and inspection services will be approximately **\$103,500**. 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
Zachary G. Ethington, P.E.
Branch Office Manager

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PROJECT DESCRIPTION

A new parking structure is planned at the southeast corner of North Rogers Street and West 16th Street in Bloomington, Indiana. The new structure will consist of approximately 33,000 sq. ft. The project scope will include the construction of a new tiered parking structure with an attached pedestrian ramp system. We understand the proposed structure will be supported by spread footing foundations on bedrock with bearing pressures not exceeding 40 tons per square foot. The proposed structure will consist of cast-in-place concrete with post-tensioned structural steel.

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, masonry construction, and structural steel connections. The services described below describe what we anticipate will be the required material testing services for the project. Additional testing or engineering consulting services may be required upon request.

- **Spread Fill Testing**
For construction of the building pad (new concrete slab fill), we propose to provide construction testing using a nuclear density gauge. Proctor testing will be conducted on selected fill materials to determine optimum moisture content prior to providing density testing in the field. Upon completion of all operations, we propose to ensure a proofroll of the pad after construction of the slab on grade. The proofroll would consist of engineering observation of repeated passes using a fully loaded 30,000 lb test truck across the building pad. Areas determined to exhibit excess pumping or deflation shall be corrected and reapproved by the engineer. We estimate structural fill testing services will require five (5) full days site visits for the duration of all placement activities at the building pad area.
- **Foundation Inspections and Testing**
Patriot proposes to provide full-time inspections of foundation construction. These services will be performed to verify that foundation inspections have been extended to competent bedrock elevations as determined by previous test drilling activities. Observations will also confirm that foundation elevations are fully supported by competent bedrock and that base concrete is used to bridge between adjacent foundations and bedrock where needed. Retaining wall inspections and concrete testing as described below will also be provided during construction of spread footings and foundation walls. We estimate foundation construction will require forty (40) full days site visits for the project.
- **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, fill slabs, and floor slabs. Prior to concrete placement, inspections will be provided to verify correct reinforcing steel placement including grade of steel, bar quantity, diameter, clearances, and form placement. Concrete testing will be conducted during construction to determine slump, temperature, air content, and a typical set of 3 cylinders will be needed for compressive strength testing at 7 and 28 days to consistency with ACI requirements. We estimate that these services will require fifty (50) visits for construction construction and seventeen (17) site visits for construction of slabs and slabs. Deck and slab pours will require three (3) bedrock visits to accommodate the specified frequency of concrete tests.
- **Block Construction**
Unreinforced, post-tensioned concrete blocks will be constructed during the construction of the building superstructure. Prior to concrete placement, inspections will be provided to verify correct reinforcing steel

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and tendon placement per shop drawings. Patriot proposes to also provide inspections during post-tensioning operations to verify loading and elongation of tendons meets approved criteria provided to Patriot. We estimate that these site inspection services will require twenty-six (26) 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.
- **Structural Steel Inspections**
It is anticipated that inspections will be required for welded and/or bolted connections of the structural steel. Additionally, inspections of anchor bolts, base plate grout, steel studs, and strap bracing at shear walls may be required. These inspections will consist of visual observations of bolted or welded connections by a Certified Welding Inspector (CWI). Ultrasonic testing of welds or other non-destructive tests can be provided upon request. We estimate that these services will require three (3) periodic 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.

**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: 4th Street and Trades District Garages Consultant

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 4th 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: **October 2021**

Financial Information:

Estimated full cost of project:	\$499,070 \$766,545.00
Sources of funds:	Consolidated TIF / 2019 TIF Bonds

Project Phases:

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	\$156,000	Dec 2019 – Mar. 2021
4.	Design/Construction (Includes Reimbursable Expenses)	\$140,900 \$251,120	Feb. 2019 – Mar. 2021
5.	ParkSmart Consultant and Management	\$47,150	Dec. 2019 – Mar. 2021
6	Third Addendum	\$267,475	April – Oct 2021
	a. Fees and Services through Oct. 2021	\$114,475	
	b. Patriot Environmental	\$47,150	
	c. Parksmart (FCG) for Trades Garage	\$115,350	

TIF District: Consolidated TIF (Downtown)/2019 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
 20-05: Approval of First Addendum for Additional Services
 20-13: Approval of Second Addendum to Include Trades in Scope
 20-82: Approval of Third Addendum

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

20-83
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, bids were received for the property located at 750 South Walker, Unit 83 under the Emergency Home Repair Program, and

WHEREAS, funding limits under the Emergency Home Repair grant is not to exceed \$3,500 for mobile homes, and

WHEREAS, the current project bid exceeds the program guidelines amount by \$500 with the total estimate being \$4,000, and

WHEREAS, additional funds in the amount of \$500 are being requested in order to replace the HVAC system as colder temperatures are setting in;

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves additional funding in the amount of Five Hundred Dollars (\$500.00) for the property located at 750 South Walker, Unit 83.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date