

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**December 22, 2015**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – December 7, 2015
- III. EXAMINATION OF CLAIMS** –December 18, 2015 for \$589,848.97
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 25, 2015 for \$28,423.29 and December 11, 2015 for \$28,339.32
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A.** CTP Update Report
- VI. NEW BUSINESS** –
  - A. RESOLUTION 15-91:** Approval of Purchase Order regarding Boiler Improvements at the Buskirk-Chumley Theater.
  - B. RESOLUTION 15-97:** Approval of Project Review and Approval Form regarding Monitor Speakers at the Buskirk-Chumley Theater.
  - C. RESOLUTION 15-98:** Approval of Purchase Order regarding Speaker Improvements at the Buskirk-Chumley Theater.
  - D. RESOLUTION 15-99:** Approval of Animal Shelter Design Contract.
  - E. RESOLUTION 15-100:** Approval of Design Contract for 2<sup>nd</sup> and College.
  - F. RESOLUTION 15-101:** Approval of Design Contract for Downtown Curb Ramps.
  - G. RESOLUTION 15-102:** Approval to Amend Redevelopment Commission Resolution 15-16 (2015 Neighborhood Grants)
  - H. RESOLUTION 15-103:** Approval to Amend Redevelopment Commission Resolution 15-17 (Black Lumber Trail Design)
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA,  
MET on Monday, December 7, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey Conference  
Room, 401 North Morton Street, with David Walter presiding**

**I. ROLL CALL**

Commissioner Present: David Walter, Elizabeth Kehoe, John West, Kelly Smith and Katie Birge

Commissioners Absent: Sue Sgambelluri

Staff Present: Lisa Abbott, Director; Christina Finley, Housing Specialist

Others Present: Thomas Cameron, Assistant City Attorney; Tom Micuda, Director of Planning and Transportation; Dave Williams, Operations and Development Director for Parks and Recreation; Andrew Cibor, Transportation & Traffic Engineer; Angie Figg, Figg Investment, LLC; Mark Figg, Figg Investment, LLC; Neil Kopper, Project Engineer for Planning and Transportation; Megan Banta, Herald Times; Danielle McClelland; Tim Hanson, CTP Partners, LLC

**II. READING OF THE MINUTES** – Katie Birge made a motion to approve the November 17, 2015 minutes. John West seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – John West made a motion to approve the claims for November 20, 2015 for \$27,400.63 and December 4, 2015 for \$192,075.37. Katie Birge seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – John West made a motion to approve the payroll register for November 13, 2015 for \$28,477.30. Katie Birge seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** The Director's Report and TIF status update report was included in the commission packet. Lisa Abbott was available to answer any questions.

**B. Legal Report.** Thomas Cameron reported closing on the property located at 1424 S. Walnut Street (Wee Willies) on December 7, 2015. As a result of the closing, two additional resolutions were added to the agenda. Thomas Cameron was available to answer any questions.

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

**D. CTP Update Report.** A CTP update report was included in the commission packet. Danise Alano-Martin was available to answer questions. John West asked about the status on the sale of lot 6, 7, and 8 with First Capital. Danise Alano-Martin stated First Capital included a project agreement draft in their bid proposal. City Staff is now waiting on a revised project agreement based on discussions with Randy Lloyd. Elizabeth Kehoe asked if First Capital has a deadline to produce the project agreement. Cameron stated there is not a deadline. The commission suggested asking First Capital to produce a project agreement draft by the middle of January 2016. Cameron stated he will speak to Randy Lloyd regarding the request

John West asked about the status of the negotiations with the two parties on the Core Section. Danise Alano-Martin stated both CTP Partners and Flaherty & Collins have indicated the desire to pick up negotiations after January 1, 2016.

David Ferguson sent an email to the Redevelopment Commission requesting another presentation for CTP Partners. David Walter suggested a written update to be included in the Redevelopment Commission packet instead of the presentation. Lisa Abbott stated Eric Stolberg replied via email asking the board to reconsider allowing a 15 minute presentation in lieu of the written update to go in the commission packet. David Walter stated there is no need for another presentation if negotiations are paused until January 1, 2016. Any new information can be put into writing. Lisa Abbott will convey to Eric Stolberg the commission prefers to have any updates put into writing.

## **VI. NEW BUSINESS –**

- A.** Bid Opening for the West Rogers Parcels. Danise Alano-Martin read the summary of responses for the West Rogers Parcels into the record. The commissioners will take the bids under advisement.
- B.** Bid Opening for the South of Realigned 10<sup>th</sup> Street Parcel. David Walter read the summary of responses for the South of Realigned 10<sup>th</sup> Street Parcel into the record. The commissioners will take the bids under advisement.
- C. RESOLUTION 15-86:** Approval of Project Review and Approval Form regarding the Tapp Road and Rockport Road Intersection. Andrew Cibor gave an overview of the project. This project is for design of a traffic signal at the intersection of Tapp Road and Rockport Road. This project will include the addition of left turn lanes on Tapp Road, a signalized intersection, and significant amount of sidewalk facility and multi-use path. The project will also replace the current all-way stop sign at the intersection of Tapp Road and Rockport Road with a new traffic signal (including dedicated left-turn lanes on the Tapp Road approaches). The skewed approaches to the current intersection will be improved and the grade on the west side of the intersection will be reduced. This intersection is not within the TIF district, however it does serve the TIF district which is permissible. The estimated cost for design through construction is \$4.5 million; \$3.6 million will be funded through the Federal Highway Administration. Right-of-way acquisition will begin early 2016; approximately 20 parcels will be impacted.

John West asked how Federal Highway funds are received. Andrew Cibor explained there is an application process which has already been completed and adopted by the MPO. However, INDOT has a specific schedule that must be met every year. MPO is the Bloomington Monroe County Metropolitan Planning Organization. Tom Micuda stated once we hit the 50,000 threshold population in 1983, a MPO was formulated with the County. Once you form an organization and do business as an MPO you are entitled to 80% project funding from the federal government for capital projects. However, the federal process is exhausting in terms of steps you must go through to receive project funding. There are a number of milestones to meet in terms of when the designs must be submitted and when you the right of way process must begin. Micuda stated the project is listed for the federal match for design funding for their fiscal year. It is listed for right-of-way and construction funding. The only way the project is jeopardized is if milestones are not met; which is why we want to line up the local match now.

Kelly Smith asked if this project will be finished before or after the I-69 and Tapp Road interchange is completed. Cibor stated it will be completed after the interchange is complete.

Katie Birge asked Jeff Underwood asked about the status of the consolidated TIF. Jeff Underwood stated he will try to have a draft of the status for the next meeting.

Katie Birge made a motion to approve Resolution 15-86. John West seconded the motion. The board unanimously approved.

- D. RESOLUTION 15-87:** Approval of Project Review and Approval Form regarding the 2<sup>nd</sup> Street and College Avenue Signal. Neil Kopper is the project manager. He stated this project will improve the intersection and signal equipment. The intersection does not currently have accessible curb ramps on all of the corners. Pedestrian countdown timers and accessible pedestrian push buttons will be installed. Back plates will be installed on the signal heads along with additional signal heads. This project is listed in the MPO under the Transportation Improvement Plan; leveraging City funds as a match in order to receive federal funds. The total project cost is \$256,000, however \$165,000 will come from federal funding. Jeff Underwood noted this project was identified in the bond but because of the timing funding was listed as cash on hand.

Katie Birge made a motion to approve Resolution 15-87. John West seconded the motion. The board unanimously approved.

- E. RESOLUTION 15-88:** Approval of Project Review and Approval Form regarding Downtown Curb Ramps. This project will improve ADA accessibility in the downtown area. There are several curb ramps that do not meet accessibility. This project will construct new intersection curb ramps in the Downtown, Seminary, and West Street portions of the Consolidated TIF. It is possible the Project will seek to take advantage of efficiencies and use other funds to construct curb ramps in the downtown area outside the boundaries of the Consolidated TIF. The project is expected to take three steps. First, an assessment of the existing intersections within these portions of the Consolidated TIF will be completed. Second, new curb ramps will be designed, prioritizing the areas determined to be most in need of new curb ramps. Third, the curb ramps will actually be constructed. This project is listed on the MPO Transportation and Improvement Plan; leveraging local funds for a federal match. The total project cost is \$558,600. The Federal Highway Administration will provide \$423,720 and the Consolidated TIF will provide the remaining \$134,880.

John West made a motion to approve Resolution 15-88. Elizabeth Kehoe seconded the motion. The board unanimously approved.

- F. RESOLUTION 15-89:** Approval of Consulting Agreement with Bruce Carter Associates, LLC regarding the West of Rogers Parcels in The Trades District. Lisa Abbott stated in order to use federal funding to help subsidize housing opportunities on the West Side of Rogers Street, the property must have an environmental assessment which is required by HUD. Bruce Carter Associates will review all existing documentation (including Phase 1 and Phase 2 environmentals) and write the necessary letters and reports to the applicable governmental agencies.

Katie Birge made a motion to approve Resolution 15-89. Elizabeth Kehoe seconded the motion. The board unanimously approved.

- G. RESOLUTION 15-90:** Approval of Project Review and Approval Form regarding Boiler Improvements at the Buskirk-Chumley Theater. Dave Williams gave a brief summary of the project. He stated this project will replace the 1990s boiler with a new, high efficiency boiler to increase the reliability of the heating system and to reduce the energy costs associated with the heating system. The purchase is expected to cost approximately \$17,000. If the project is approved, a Resolution will be on the December 22, 2015 agenda with an exact request for funding. Williams reminded the commission the City owns the facility and the equipment inside the theater and that typical upgrades and replacements will be needed. Thomas Cameron stated this project is an appropriate use of TIF funds. The general lifespan of a boiler is 20-25 years if maintained regularly.

Katie Birge made a motion to approve Resolution 15-90. Elizabeth Kehoe seconded the motion. The board unanimously approved.

- H. RESOLUTION 15-92:** Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington Located within The Trades District. Thomas Cameron explained that this was the annual resolution to fund maintenance of The Trades District. It is substantially unchanged since the change to pay for this out of the 444 account. The balance in the 444 account is \$101,150.44.

John West made a motion to approve Resolution 15-92. Katie Birge seconded the motion. The board unanimously approved.

- I. RESOLUTION 15-93:** To Amend Redevelopment Commission Resolution 10-11 (West 2<sup>nd</sup>/Weimer). In 2010, the Redevelopment Commission approved Resolution 10-11, which authorized \$1.6 million for design, right-of-way acquisition and construction of the 2<sup>nd</sup>/Weimer improvement. In May 2015 the Redevelopment Commission approved Resolution 15-15 which stated the intent to close Resolution 10-11 earlier than when a construction project is approved or by December 31, 2015. The contract for construction has been approved and \$1.2 million has been spent out of Resolution 10-11; leaving approximately \$400,000. There is a maximum of approximately \$6,000 that could still be paid under the engineering service contract which was issued pursuant to Resolution 10-11. Planning would like to keep the \$6,000 remainder of funds open. This resolution will change or create a September 10, 2016 expiration date for Resolution 10-11. It reduces the amount of funding that was authorized by Resolution 10-11 to be the amount that has been spent thus far plus the amount that could be spent on that design contract.

Katie Birge made a motion to approve Resolution 15-93. John West seconded the motion. The board unanimously approved.

- J. RESOLUTION 15-94:** To Amend Redevelopment Commission Resolution 15-06 (Anderson + Bohlander Design Contract). The original expiration of 12-31-15 needs to be extended. The new proposed expiration date is April 1, 2016.

Katie Birge made a motion to approve Resolution 15-94. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**K. RESOLUTION 15-95:** Approval to Grant Right of Entry to Wee Willies to remove a safe in the basement. The right of entry is for December 8, 9, and 10 of 2015. This resolution was discussed during the legal report.

John West made a motion to approve Resolution 15-95. Katie Birge seconded the motion. The board unanimously approved.

**L. RESOLUTION 15-96:** This resolution is to accept partial donation of 1724 S. Walnut Street (Wee Willies). Thomas Cameron stated we are asking the Redevelopment Commission to approve signing an IRS form that the previous owners will submit to the IRS. We are acknowledging the Redevelopment Commission received the property on December 7, 2015.

Katie Birge made a motion to approve Resolution 15-96. John West second the motion. The board unanimously approved.

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

The meeting adjourned at 6:45 p.m.

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David Walter, President

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Date



**MARK KRUZAN**  
**MAYOR**

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

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## Claims Register Cover Letter

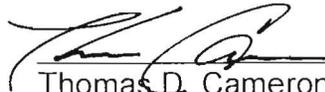
**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Claims Register

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City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 12-7-2015 to 12-18-2015. In signing below, I am expressing my opinion that based on that review; these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

  
\_\_\_\_\_  
Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-7-2015 to 12-18-2015 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment.

  
\_\_\_\_\_  
Thomas D. Cameron  
Assistant City Attorney



# Board of Redevelopment Claim Register

Invoice Date Range 12/07/15 - 12/18/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund</b>										
<b>Department 15 - HAND</b>										
<b>Program 150500 - Housing</b>										
<b>Account 53960 - Grants</b>										
242 - Amethyst House, INC	App #2	15-JHSSF-Amethyst Mens 3/4-App #2	Paid by Check # 62077		12/08/2015	12/08/2015	12/18/2015		12/18/2015	15,493.07
242 - Amethyst House, INC	App #3	15-JHSSF-Amethyst Mens 3/4-App #3	Paid by Check # 62077		12/08/2015	12/08/2015	12/18/2015		12/18/2015	3,506.93
41 - Area 10 Agency On Aging	98665	15-Lowes-freezer	Paid by Check # 62078		12/08/2015	12/08/2015	12/18/2015		12/18/2015	533.07
41 - Area 10 Agency On Aging	98666	15-Lowes-refrigerator	Paid by Check # 62078		12/08/2015	12/08/2015	12/18/2015		12/18/2015	1,984.55
15 - Big Brothers Big Sisters Of Monroe County INC	BEUREG-112215	15-JHSSF-Match Support Spec.-E.	Paid by EFT # 10255		12/08/2015	12/08/2015	12/18/2015		12/18/2015	1,060.80
4118 - Bloomington PRUDE, LTD	Inv 9/15-11/15	15-JHSSF-Invoices dated 9/18-11/13/15	Paid by EFT # 10265		12/08/2015	12/08/2015	12/18/2015		12/18/2015	5,700.00
421 - Centerstone Of Indiana, INC	Expenses12815	15-JHSSF-BPD Outreach expenses 8/18-11/23/15	Paid by EFT # 10277		12/08/2015	12/08/2015	12/18/2015		12/18/2015	2,886.75
3164 - New Hope Family Shelter INC	Claim-12/3/15	15-JHSSF-311 W. 2nd Street	Paid by EFT # 10358		12/08/2015	12/08/2015	12/18/2015		12/18/2015	15,390.28
3164 - New Hope Family Shelter INC	12/2/15 Billing	15-JHSSF-BPD Outreach lodging assistance-	Paid by EFT # 10358		12/08/2015	12/08/2015	12/18/2015		12/18/2015	356.02
1618 - Shalom Community Center INC	Nov 2015 Invoice	15-JHSSF-floor coating system-November 2015	Paid by EFT # 10395		12/08/2015	12/08/2015	12/18/2015		12/18/2015	5,900.00
1618 - Shalom Community Center INC	Storage Locker	15-JHSSF-BPD Outreach I storage/med locker	Paid by EFT # 10395		12/08/2015	12/08/2015	12/18/2015		12/18/2015	1,555.46
1618 - Shalom Community Center INC	12/15	15-JHSSF-BPD Outreach salary/benefits Street	Paid by EFT # 10395		12/08/2015	12/08/2015	12/18/2015		12/18/2015	2,433.77
1618 - Shalom Community Center INC	Wages/Bene Cost of Power	15-JHSSF-BPD Outreach - power accounts	Paid by EFT # 10395		12/08/2015	12/08/2015	12/18/2015		12/18/2015	674.90
700 - Stone Belt ARC, INC	623	15-JHSSF for Stone Belt LIFE Designs 2015	Paid by EFT # 10408		12/08/2015	12/08/2015	12/18/2015		12/18/2015	9,000.00
12443 - Volunteers In Medicine Clinic Of Monroe County INC	Statement-111215	15-JHSSF-Lipid starter kit	Paid by EFT # 10424		12/08/2015	12/08/2015	12/18/2015		12/18/2015	108.35
							Account 53960 - Grants Totals	Invoice Transactions 15		<u>\$66,583.95</u>
							Program 150500 - Housing Totals	Invoice Transactions 15		<u>\$66,583.95</u>
<b>Program 151000 - Neighborhood</b>										
<b>Account 53960 - Grants</b>										
54546 - Charles Y Coghlan, DMD (Office Ease)	52531A	15-Citizens Academy Magnets	Paid by EFT # 10280		12/08/2015	12/08/2015	12/18/2015		12/18/2015	248.60
54546 - Charles Y Coghlan, DMD (Office Ease)	52532A	15-Citizens Academy Brochures	Paid by EFT # 10280		12/08/2015	12/08/2015	12/18/2015		12/18/2015	225.00
							Account 53960 - Grants Totals	Invoice Transactions 2		<u>\$473.60</u>
							Program 151000 - Neighborhood Totals	Invoice Transactions 2		<u>\$473.60</u>
<b>Program 151600 - Title 16</b>										
<b>Account 52110 - Office Supplies</b>										
5103 - Staples Contract & Commercial, INC	3284852318	15-Title 16-calendars, batteries, index cards	Paid by EFT # 10406		12/08/2015	12/08/2015	12/18/2015		12/18/2015	122.45
							Account 52110 - Office Supplies Totals	Invoice Transactions 1		<u>\$122.45</u>
<b>Account 53320 - Advertising</b>										
323 - Hoosier Times, INC	1769609	15-Title 16 & 975 advertising/runs	Paid by EFT # 10319		12/08/2015	12/08/2015	12/18/2015		12/18/2015	68.62
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$68.62</u>
<b>Account 53910 - Dues and Subscriptions</b>										
1235 - Monroe County Apartment Association	2015 Dues	15-Title 16 Subscriptions/Dues-R.	Paid by Check # 62137		12/08/2015	12/08/2015	12/18/2015		12/18/2015	250.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$250.00</u>
<b>Account 53990 - Other Services and Charges</b>										
1235 - Monroe County Apartment Association	1136	15-October 2015 Legal Seminar	Paid by Check # 62137		12/08/2015	12/08/2015	12/18/2015		12/18/2015	20.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$20.00</u>
							Program 151600 - Title 16 Totals	Invoice Transactions 4		<u>\$461.07</u>
<b>Program 152000 - Historic Preservation</b>										
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>										
4549 - Kroger Limited Partnership I	198734	06 - HAND - historic workshop	Paid by Check # 62131		12/08/2015	12/08/2015	12/18/2015		12/18/2015	19.76
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1		<u>\$19.76</u>
<b>Account 53960 - Grants</b>										
5385 - Warren Cutshall	#1-LNoodleDesian	15-Grant for drafting a site plan - HPC	Paid by Check # 62103		12/08/2015	12/08/2015	12/18/2015		12/18/2015	400.00
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$400.00</u>
<b>Account 53990 - Other Services and Charges</b>										
1225 - Lisa P Abbott	BigmBagel-12/15	15-reimb. Historic Preservation-bagels &	Paid by EFT # 10240		12/08/2015	12/08/2015	12/18/2015		12/18/2015	40.10
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$40.10</u>
							Program 152000 - Historic Preservation Totals	Invoice Transactions 3		<u>\$459.86</u>
							Department 15 - HAND Totals	Invoice Transactions 24		<u>\$67,978.48</u>
							Fund 101 - General Fund Totals	Invoice Transactions 24		<u>\$67,978.48</u>
<b>Fund 250 - CDBG</b>										
<b>Department 15 - HAND</b>										
<b>Program 150000 - Main</b>										
<b>Account 53990 - Other Services and Charges</b>										
3390 - Bates Mechanical INC	33304	15-CDBG E.H.R. 4228 Heatherwood	Paid by Check # 10406		12/08/2015	12/08/2015	12/18/2015		12/18/2015	2,475.00
618 - Coffman Roofing / Construction Inc.	5016	15-CDBG E.H.R. Richard-1104 S. Stull Avenue	Paid by Check # 10407		12/08/2015	12/08/2015	12/18/2015		12/18/2015	1,450.00
618 - Coffman Roofing / Construction Inc.	5018	15-CDBG E.H.R. 2400 S. Rogers (Bladen)-less	Paid by Check # 10407		12/08/2015	12/08/2015	12/18/2015		12/18/2015	6,700.50

5149 - E&B Paving, INC	350965-HAND	15-CDBG Curb & Sidewalk-Fairview	Paid by EFT # 89	12/08/2015	12/08/2015	12/18/2015	12/18/2015	102.00
4770 - Jackey D Frye	138	15-CDBG E.H.R. Sowers-Arlington Valley Park-Lot # 10408	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	2,725.00
Robert J. Gillum	GILLUM-ROW	15-Fairview St SW ROW-Parcel 3-Gillum-W. Dixie # 10411	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	500.00
Matthew James Gwaltney	GWALTNEY-ROW	15-Fairview St SW ROW-Parcel 4-Gwaltney-701 # 10412	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	590.00
334 - Irving Materials INC	10241406	15-CDBG-Fairview SW-stone-10/9/15 # 10409	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	555.00
334 - Irving Materials INC	10243072	15-CDBG-Fairview St SW-stone-10/14/15 # 10409	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	366.88
334 - Irving Materials INC	10242517	15-CDBG-Fairview St SW-flowable fill- # 10409	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	273.50
334 - Irving Materials INC	10253289	15-CDBG-Fairview St SW-stone-11/12/15 # 10409	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	1,052.50
John F. Kalill	KALILL-ROW	15-Fairview St SW ROW-Parcel 2-Kalill-613 W. # 10413	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	500.00
74 - Life Designs, INC	CITY515-IN	15-LifeDesign Window Replacement-Covey # 10410	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	5,483.14
365 - Rogers Group, INC	0071147636-HAND	15-CDBG Curb & Sidewalk - Fairview # 90	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	844.41
340 - Tom Spencer Concrete Products, INC	6385	15-CDBG Fairview Sidewalk-Curb/yard # 91	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	2,293.00
Michael Valliant	VALLIANT-ROW	15-Fairview St SW ROW-Parcel 1-Valliant-608 W. # 10414	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	1,830.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 16	\$27,740.93
Program 150000 - Main Totals	Invoice Transactions 16	\$27,740.93
Department 15 - HAND Totals	Invoice Transactions 16	\$27,740.93
Fund 250 - CDBG Totals	Invoice Transactions 16	\$27,740.93

Fund 254 - HOME  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges

121 - Eco Logic, LLC	2935	15-HOME Admin for Evergreen Maint- # 58	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	977.00
686 - Habitat For Humanity of Monroe County, INC	1019W12-#6	15-Home Buyer Assistance 1019 West # 59	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	18,603.52
193 - Barry A Kern	218	15-HOME OOR Brunswett IDIS 980-809 # 5429	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	1,400.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$20,980.52
Program 150000 - Main Totals	Invoice Transactions 3	\$20,980.52
Department 15 - HAND Totals	Invoice Transactions 3	\$20,980.52
Fund 254 - HOME Totals	Invoice Transactions 3	\$20,980.52

Fund 256 - Special Grants  
 Department 15 - HAND  
 Program 150002 - Housing Counseling  
 Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	32CC56XS	15-Housing Counseling Training # 62117	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	1,340.00
4098 - Equifax Information Services, LLC	9464945	15-Housing Counseling (credit services) 10299	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	43.60

Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$1,383.60
Program 150002 - Housing Counseling Totals	Invoice Transactions 2	\$1,383.60

Program 150009 - 2002 Shelter Plus Care  
 Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC	December Rents	15-Shelter Plus Grant-December 2015 Rents 10277	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	2,866.00
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$2,866.00
Program 150009 - 2002 Shelter Plus Care Totals	Invoice Transactions 1	\$2,866.00
Department 15 - HAND Totals	Invoice Transactions 3	\$4,249.60
Fund 256 - Special Grants Totals	Invoice Transactions 3	\$4,249.60

Fund 444 - RDC  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges

912 - Central Security Systems, INC	377507	15-CTP Maint-601 N Morton-com mon w/test # 62091	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	105.00
223 - Duke Energy	10th/Rog12/01/15	15-CTP Maint-10th & Rogers-elec bill 10/30- # 62107	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	12.00
223 - Duke Energy	335W11th-12/1/15	15-CTP Maint-335 W. 11th-elec bill 10/30- # 62108	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	70.75
223 - Duke Energy	613Morton12/1/15	15-CTP Maint-613 N Morton-elec bill 10/30- # 62109	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	9.40
223 - Duke Energy	601Morton12/1/15	15-CTP Maint-601 N Morton-elec bill 10/30- # 62110	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	102.29
321 - Harrell Fish, INC	W14832	15-CTP Maint-old IU building-Res 15-21 # 10315	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	960.73
222 - Vectren	50000230112515	15-CTP Maint-601 N Morton-gas bill 10/30- # 62167	Paid by Check	12/08/2015	12/08/2015	12/18/2015	12/18/2015	409.94

Account 53990 - Other Services and Charges Totals	Invoice Transactions 7	\$1,670.11
Program 150000 - Main Totals	Invoice Transactions 7	\$1,670.11
Department 15 - HAND Totals	Invoice Transactions 7	\$1,670.11
Fund 444 - RDC Totals	Invoice Transactions 7	\$1,670.11

Fund 975 - Surplus CTP Bond  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges

323 - Hooster Times, INC	1769609	15-Tble 16 & 975 advertising/runs 10319	Paid by EFT #	12/08/2015	12/08/2015	12/18/2015	12/18/2015	207.25
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$207.25
Program 150000 - Main Totals	Invoice Transactions 1	\$207.25
Department 15 - HAND Totals	Invoice Transactions 1	\$207.25
Fund 975 - Surplus CTP Bond Totals	Invoice Transactions 1	\$207.25
Grand Totals	Invoice Transactions 54	\$122,826.89



# Board of Redevelopment Claim Register

Invoice Date Range 12/04/15 - 12/07/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 976 - Consolidated TIF Bond Proceeds</b>										
Department <b>15 - HAND</b>										
Program <b>159004 - Thomson-Walnut-Winslow Area</b>										
Account <b>54110 - Land Purchase</b>										
William Lutgens		PropertyPurchase e	Purchase of Wee Willie Property on South	Paid by Check # 62073	12/04/2015	12/04/2015	12/04/2015		12/07/2015	466,999.13
								Account <b>54110 - Land Purchase</b> Totals	Invoice Transactions 1	<u>\$466,999.13</u>
								Program <b>159004 - Thomson-Walnut-Winslow Area</b> Totals	Invoice Transactions 1	<u>\$466,999.13</u>
								Department <b>15 - HAND</b> Totals	Invoice Transactions 1	<u>\$466,999.13</u>
								Fund <b>976 - Consolidated TIF Bond Proceeds</b> Totals	Invoice Transactions 1	<u>\$466,999.13</u>
								Grand Totals	Invoice Transactions 1	<u><u>\$466,999.13</u></u>

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2015	Claims				122,826.89
12/2/2015	Sp Utility Cks				22.95
12/4/2015	Sp Ck	976	Land Purchase	1724 S Walnut	466,999.13
					<u>589,848.97</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 589,848.97.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

*David P. Walter*

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



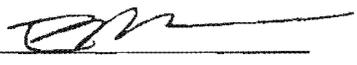
REGISTER OF SPECIAL CLAIMS  
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2015	Claims				122,826.89
12/2/2015	Sp Utility Cks				22.95
12/4/2015	Sp Ck	976	Land Purchase	1724 S Walnut	466,999.13
					<u>611,848.97</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [redacted] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$611,848.97.

Dated this 17 day of Dec year of 20 15.

  
\_\_\_\_\_  
E. A. Kehoe

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2015	Claims				122,826.89
12/2/2015	Sp Utility Cks				22.95
12/4/2015	Sp Ck	976	Land Purchase	1724 S Walnut	466,999.13
					<u>589,848.97</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of \_\_\_\_\_ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 589,848.97.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
*Katharine N. Brize*  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

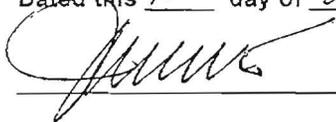
**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2015	Claims				122,826.89
12/2/2015	Sp Utility Cks				22.95
12/4/2015	Sp Ck	976	Land Purchase	1724 S Walnut	466,999.13
					<u>589,848.97</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 589,848.97.

Dated this 16<sup>th</sup> day of Dec year of 20 15.

  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
12/18/2015	Claims				122,826.89
12/2/2015	Sp Utility Cks				22.95
12/4/2015	Sp Ck	976	Land Purchase	1724 S Walnut	466,999.13
					<u>689,848.97</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of 689,848.97.

Dated this 17 day of Dec year of 20 15.

Sue Gambell

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN  
MAYOR**

**JEFFREY H. UNDERWOOD, CPA  
CONTROLLER**

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11-9-15 to 11-22-15. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script, appearing to read "Jeffrey Underwood".

---

Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/25/15 - 11/25/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	11/25/2015	3,199.40		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.07	3,048.07	3,048.07	2,948.07	2,948.07		
		\$3,199.40		\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.07	\$3,048.07	\$3,048.07	\$2,948.07	\$2,948.07		
10000 Arnold, Michael L 0051	11/25/2015	1,698.92		.00	190.74	101.19	23.67	52.59	17.45	91.61	1,221.67
			.00	.00	1,632.17	1,632.17	1,632.17	1,632.17	1,632.17		
		\$1,698.92		\$0.00	\$190.74	\$101.19	\$23.67	\$52.59	\$17.45	\$91.61	\$1,221.67
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
1143 Beaman, Kathryn Rose	11/25/2015	2,372.68		.00	108.25	137.15	32.08	70.46	23.38	163.24	1,838.12
			.00	.00	2,212.04	2,212.04	2,212.04	2,212.04	2,212.04		
		\$2,372.68		\$0.00	\$108.25	\$137.15	\$32.08	\$70.46	\$23.38	\$163.24	\$1,838.12
			\$0.00	\$0.00	\$2,212.04	\$2,212.04	\$2,212.04	\$2,212.04	\$2,212.04		
10000 Bixler, Daniel R 2594	11/25/2015	1,254.28		.00	120.81	72.29	16.91	37.21	12.35	248.28	746.43
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.29	\$16.91	\$37.21	\$12.35	\$248.28	\$746.43
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
1129 Edge, Justin M	11/25/2015	186.00		.00	.00	11.53	2.70	4.87	1.62	.00	165.28
			.00	.00	186.00	186.00	186.00	186.00	186.00		
		\$186.00		\$0.00	\$0.00	\$11.53	\$2.70	\$4.87	\$1.62	\$0.00	\$165.28
			\$0.00	\$0.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00		
1109 Emenhiser, Bethany M	11/25/2015	1,730.77		.00	235.54	104.02	24.33	55.36	18.37	53.05	1,240.10
			.00	.00	1,677.72	1,677.72	1,677.72	1,677.72	1,677.72		
		\$1,730.77		\$0.00	\$235.54	\$104.02	\$24.33	\$55.36	\$18.37	\$53.05	\$1,240.10
			\$0.00	\$0.00	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72		
10000 Finley, Christina L 0187	11/25/2015	1,443.89		.00	142.63	72.39	16.93	36.93	12.68	300.45	861.88
			.00	.00	1,157.57	1,167.57	1,167.57	1,157.57	1,157.57		
		\$1,443.89		\$0.00	\$142.63	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.88
			\$0.00	\$0.00	\$1,157.57	\$1,167.57	\$1,167.57	\$1,157.57	\$1,157.57		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/25/15 - 11/25/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
307 Franklin, C. Jacob	11/25/2015	1,082.02		.00	123.48	63.85	14.94	33.99	11.28	55.79	778.69
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02		\$0.00	\$123.48	\$63.85	\$14.94	\$33.99	\$11.28	\$55.79	\$778.69
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		
10000 Hewett, John H 0251	11/25/2015	1,812.17		.00	204.88	99.52	23.28	51.32	17.03	323.53	1,092.61
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17		\$0.00	\$204.88	\$99.52	\$23.28	\$51.32	\$17.03	\$323.53	\$1,092.61
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 McCormick, Maria 3616	11/25/2015	1,404.78		.00	30.79	77.75	18.18	41.38	13.73	166.57	1,056.38
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78		\$0.00	\$30.79	\$77.75	\$18.18	\$41.38	\$13.73	\$166.57	\$1,056.38
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	11/25/2015	1,418.83		.00	173.86	84.68	19.81	45.07	14.96	75.29	1,005.16
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83		\$0.00	\$173.86	\$84.68	\$19.81	\$45.07	\$14.96	\$75.29	\$1,005.16
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	11/25/2015	1,726.16		.00	128.13	91.23	21.33	45.64	15.14	310.64	1,114.05
			.00	.00	1,421.48	1,471.48	1,471.48	1,421.48	1,421.48		
		\$1,726.16		\$0.00	\$128.13	\$91.23	\$21.33	\$45.64	\$15.14	\$310.64	\$1,114.05
			\$0.00	\$0.00	\$1,421.48	\$1,471.48	\$1,471.48	\$1,421.48	\$1,421.48		
10000 Provine, Vickie J 0394	11/25/2015	1,957.04		.00	279.70	114.97	26.89	61.19	20.31	119.41	1,334.57
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04		\$0.00	\$279.70	\$114.97	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.57
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	11/25/2015	1,458.34		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.13
			.00	.00	1,345.32	1,370.32	1,370.32	1,345.32	1,345.32		
		\$1,458.34		\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.13
			\$0.00	\$0.00	\$1,345.32	\$1,370.32	\$1,370.32	\$1,345.32	\$1,345.32		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/25/15 - 11/25/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
504 Swinney, Matthew P	11/25/2015	1,353.46		.00	126.56	84.20	19.69	43.55	14.45	8.60	1,056.41
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46		\$0.00	\$126.56	\$84.20	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.41
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	11/25/2015	1,384.01		.00	169.07	83.32	19.49	44.02	14.61	68.97	984.53
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.32	\$19.49	\$44.02	\$14.61	\$68.97	\$984.53
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	11/25/2015	1,879.77		.00	112.53	88.26	20.65	27.18	9.02	1,109.93	512.20
			.00	.00	823.57	1,423.57	1,423.57	823.57	823.57		
		\$1,879.77		\$0.00	\$112.53	\$88.26	\$20.65	\$27.18	\$9.02	\$1,109.93	\$512.20
			\$0.00	\$0.00	\$823.57	\$1,423.57	\$1,423.57	\$823.57	\$823.57		
728 Wright, Edward E	11/25/2015	1,060.77		.00	106.36	56.78	13.27	35.22	.00	155.90	693.24
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.27	\$35.22	\$0.00	\$155.90	\$693.24
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department HAND - Housing &		\$28,423.29		\$0.00	\$2,831.23	\$1,617.07	\$378.22	\$827.67	\$263.39	\$3,842.99	\$18,662.72
			\$0.00	\$0.00	\$25,236.96	\$26,081.96	\$26,081.96	\$25,236.96	\$25,236.96		
Grand Totals		\$28,423.29		\$0.00	\$2,831.23	\$1,617.07	\$378.22	\$827.67	\$263.39	\$3,842.99	\$18,662.72
			\$0.00	\$0.00	\$25,236.96	\$26,081.96	\$26,081.96	\$25,236.96	\$25,236.96		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
11/25/2015	Payroll				28,423.29
					<u>28,423.29</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,423.29

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **year of 20** \_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11-23-15 to 12-6-15. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

  
\_\_\_\_\_  
Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/11/15 - 12/11/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	12/11/2015	3,199.40		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.07	3,048.07	3,048.07	2,948.07	2,948.07		
		\$3,199.40		\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.07	\$3,048.07	\$3,048.07	\$2,948.07	\$2,948.07		
10000 Arnold, Michael L 0051	12/11/2015	1,698.91		.00	190.74	101.20	23.67	52.59	17.45	91.61	1,221.65
			.00	.00	1,632.16	1,632.16	1,632.16	1,632.16	1,632.16		
		\$1,698.91		\$0.00	\$190.74	\$101.20	\$23.67	\$52.59	\$17.45	\$91.61	\$1,221.65
			\$0.00	\$0.00	\$1,632.16	\$1,632.16	\$1,632.16	\$1,632.16	\$1,632.16		
1143 Beaman, Kathryn Rose	12/11/2015	2,372.70		.00	108.25	137.14	32.07	70.46	23.38	163.24	1,838.16
			.00	.00	2,212.06	2,212.06	2,212.06	2,212.06	2,212.06		
		\$2,372.70		\$0.00	\$108.25	\$137.14	\$32.07	\$70.46	\$23.38	\$163.24	\$1,838.16
			\$0.00	\$0.00	\$2,212.06	\$2,212.06	\$2,212.06	\$2,212.06	\$2,212.06		
10000 Bixler, Daniel R 2594	12/11/2015	1,254.28		.00	120.81	72.30	16.90	37.21	12.35	248.28	746.43
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.30	\$16.90	\$37.21	\$12.35	\$248.28	\$746.43
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
1129 Edge, Justin M	12/11/2015	162.00		.00	.00	10.04	2.34	4.08	1.35	.00	144.19
			.00	.00	162.00	162.00	162.00	162.00	162.00		
		\$162.00		\$0.00	\$0.00	\$10.04	\$2.34	\$4.08	\$1.35	\$0.00	\$144.19
			\$0.00	\$0.00	\$162.00	\$162.00	\$162.00	\$162.00	\$162.00		
1109 Emenhiser, Bethany M	12/11/2015	1,730.77		.00	235.54	104.02	24.33	55.36	18.37	53.05	1,240.10
			.00	.00	1,677.72	1,677.72	1,677.72	1,677.72	1,677.72		
		\$1,730.77		\$0.00	\$235.54	\$104.02	\$24.33	\$55.36	\$18.37	\$53.05	\$1,240.10
			\$0.00	\$0.00	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72		
10000 Finley, Christina L 0187	12/11/2015	1,443.90		.00	142.63	72.39	16.93	36.93	12.68	300.45	861.89
			.00	.00	1,157.58	1,167.58	1,167.58	1,157.58	1,157.58		
		\$1,443.90		\$0.00	\$142.63	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.89
			\$0.00	\$0.00	\$1,157.58	\$1,167.58	\$1,167.58	\$1,157.58	\$1,157.58		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/11/15 - 12/11/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
307 Franklin, C. Jacob	12/11/2015	1,082.01		.00	123.48	63.86	14.93	33.99	11.28	55.79	778.68
			.00	.00	1,029.95	1,029.95	1,029.95	1,029.95	1,029.95		
		\$1,082.01		\$0.00	\$123.48	\$63.86	\$14.93	\$33.99	\$11.28	\$55.79	\$778.68
			\$0.00	\$0.00	\$1,029.95	\$1,029.95	\$1,029.95	\$1,029.95	\$1,029.95		
10000 Hewett, John H 0251	12/11/2015	1,812.18		.00	204.88	99.51	23.27	51.32	17.03	323.53	1,092.64
			.00	.00	1,555.10	1,605.10	1,605.10	1,555.10	1,555.10		
		\$1,812.18		\$0.00	\$204.88	\$99.51	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.64
			\$0.00	\$0.00	\$1,555.10	\$1,605.10	\$1,605.10	\$1,555.10	\$1,555.10		
10000 McCormick, Maria 3616	12/11/2015	1,404.77		.00	30.79	77.75	18.19	41.38	13.73	166.57	1,056.36
			.00	.00	1,254.05	1,254.05	1,254.05	1,254.05	1,254.05		
		\$1,404.77		\$0.00	\$30.79	\$77.75	\$18.19	\$41.38	\$13.73	\$166.57	\$1,056.36
			\$0.00	\$0.00	\$1,254.05	\$1,254.05	\$1,254.05	\$1,254.05	\$1,254.05		
10000 Mosier, Norman P 2962	12/11/2015	1,418.84		.00	173.86	84.67	19.80	45.07	14.96	75.29	1,005.19
			.00	.00	1,365.79	1,365.79	1,365.79	1,365.79	1,365.79		
		\$1,418.84		\$0.00	\$173.86	\$84.67	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.19
			\$0.00	\$0.00	\$1,365.79	\$1,365.79	\$1,365.79	\$1,365.79	\$1,365.79		
689 Niederman, Daniel L	12/11/2015	1,726.16		.00	128.13	91.23	21.34	45.64	15.14	310.64	1,114.04
			.00	.00	1,421.48	1,471.48	1,471.48	1,421.48	1,421.48		
		\$1,726.16		\$0.00	\$128.13	\$91.23	\$21.34	\$45.64	\$15.14	\$310.64	\$1,114.04
			\$0.00	\$0.00	\$1,421.48	\$1,471.48	\$1,471.48	\$1,421.48	\$1,421.48		
10000 Provine, Vickie J 0394	12/11/2015	1,957.04		.00	279.70	114.97	26.89	61.19	20.31	119.41	1,334.57
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04		\$0.00	\$279.70	\$114.97	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.57
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	12/11/2015	1,458.34		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.13
			.00	.00	1,345.32	1,370.32	1,370.32	1,345.32	1,345.32		
		\$1,458.34		\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.13
			\$0.00	\$0.00	\$1,345.32	\$1,370.32	\$1,370.32	\$1,345.32	\$1,345.32		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/11/15 - 12/11/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
504 Swinney, Matthew P	12/11/2015	1,353.46		.00	126.56	84.20	19.69	43.55	14.45	8.60	1,056.41
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46	\$0.00	\$0.00	\$126.56	\$84.20	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.41
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	12/11/2015	1,384.01		.00	169.07	83.32	19.48	44.02	14.61	68.97	984.54
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01	\$0.00	\$0.00	\$169.07	\$83.32	\$19.48	\$44.02	\$14.61	\$68.97	\$984.54
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	12/11/2015	1,879.78		.00	112.53	88.26	20.64	27.18	9.02	1,109.93	512.22
			.00	.00	823.58	1,423.58	1,423.58	823.58	823.58		
		\$1,879.78	\$0.00	\$0.00	\$112.53	\$88.26	\$20.64	\$27.18	\$9.02	\$1,109.93	\$512.22
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	12/11/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77	\$0.00	\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department <b>HAND - Housing &amp;</b>		\$28,399.32	\$0.00	\$0.00	\$2,831.23	\$1,615.58	\$377.82	\$826.88	\$263.12	\$3,842.99	\$18,641.70
			\$0.00	\$0.00	\$25,212.99	\$26,057.99	\$26,057.99	\$25,212.99	\$25,212.99		
Grand Totals		\$28,399.32	\$0.00	\$0.00	\$2,831.23	\$1,615.58	\$377.82	\$826.88	\$263.12	\$3,842.99	\$18,641.70
			\$0.00	\$0.00	\$25,212.99	\$26,057.99	\$26,057.99	\$25,212.99	\$25,212.99		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/11/2015	Payroll				28,399.32
					<u>28,399.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,399.32

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

*David P. Walter*

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**

**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/11/2015	Payroll				28,399.32
					<u>28,399.32</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,399.32

Dated this 17 day of Dec year of 2015.

*[Signature]* \_\_\_\_\_

E.A. Kehoe \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
12/11/2015	Payroll				28,399.32
					<u>28,399.32</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
 total amount of \$ 28,399.32

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

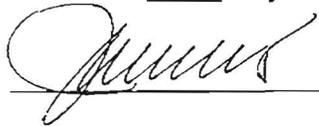
**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
12/11/2015	Payroll				28,399.32
					<u>28,399.32</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,399.32

Dated this 16<sup>th</sup> day of Dec year of 20 15.

  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
12/11/2015	Payroll				28,399.32
					<u>28,399.32</u>

**ALLOWANCE OF CLAIMS**

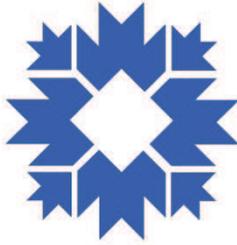
We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,399.32

Dated this 17 day of Dec year of 2015.

Sue Spornbellur \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**CITY OF BLOOMINGTON**  
economic & sustainable development

## MEMORANDUM



**To:** City of Bloomington Redevelopment Commission  
**From:** Danise Alano-Martin, Director  
**Date:** December 18, 2015  
**Re:** The Trades District Redevelopment Update for December 22, 2015 RDC Meeting

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**Notice of Offering – parcel south of 10<sup>th</sup> Street.** One response was received and opened at the 12/7 RDC meeting. Morton Street Properties LLC (MSP) is interested in pursuing a swap for the property for land it owns within The Trades District and if the City/RDC continues forward with the 10<sup>th</sup> Street/Alley infrastructure project, MSP's letter proposed that it would then work with the City toward negotiating that swap.

**Notice of Offering for West of Rogers Parcels.** The five responses opened at the 12/7 meeting have been distributed to you for your review. If you need assistance accessing the information, please contact me before 12/31. Thomas Cameron can assist after that date.

**Notice of Offering for “Middle Parcels.”** CTP Partners has met with the Planning Department and shared a third iteration of their proposed site plan. Rough Cut Ventures and Flaherty & Collins requested to postpone to January their meeting with the Historic Preservation Commission regarding their proposed rehabilitation of the Dimension Mill/Kiln.

**Sale of Lot 6, Lot 7 and Lot 8 (Service Garage, Parking Lot Parcel, Showers Admin Building).** Staff and CBRE have shared with Randy Lloyd of First Capital the RDC's direction that a Project Agreement be received in time to be included in the January 22, 2016 RDC meeting packet. Randy Lloyd will communicate directly with Thomas Cameron going forward.

**10<sup>th</sup> Street Realignment/Utility/Branding Project.** The engineering/design team delivered the 80% completion Plan Set at the progress meeting on December 16. The Legal Department and Planning & Transportation Department are coordinating together with the consultant team on necessary utilities easements. The construction-ready set will have the ability to separate out the parcel for the land swap mentioned above, if the full land swap doesn't occur. The City would still need to acquire the necessary right-of-way from MSP.

I have handed off the lead role for this transportation project to Tom Micuda and Andrew Cibor of the Planning & Transportation Department. They will be the consultant's point of contact going forward.

**Thank you, Commissioners,** for all of your support for these past few years for the redevelopment of The Trades District. I have greatly enjoyed our work together toward enhancing economic development in Bloomington.

**15-91  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR BOILER IMPROVEMENTS AT THE BUSKIRK CHUMLEY  
THEATER**

**WHEREAS**, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a redevelopment area known as the “Downtown Redevelopment Area”; and

**WHEREAS**, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into 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 for local public improvements; and

**WHEREAS**, on November 3, 2014, the RDC approved Resolution 14-42, which approved the 2015 Partnership Agreement between the RDC and BCT Management, Inc. (“Partnership Agreement”); and

**WHEREAS**, the Partnership Agreement provided for the spending of as much as \$74,000 of Tax Increment to pay for selected equipment replacement and unexpected and/or emergency building repairs at the Buskirk Chumley Theater (“Partnership Agreement Funding”); and

**WHEREAS**, on December 7, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to install a new, high efficiency boiler in the Buskirk Chumley Theater (“Project”); and

**WHEREAS**, the RDC approved the Form in its Resolution 15-90; and

**WHEREAS**, pursuant to Resolution 15-90, City Staff has solicited quotes, evaluated those quotes, and identified the quote from Commercial Service for \$17,600 as the best response and;

**WHEREAS**, the source of funds identified on the Form to pay for the Project was the Partnership Agreement Funding; and

**WHEREAS**, the RDC has available Partnership Agreement Funding to pay for the Project; and

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

1. The RDC finds the above described expenditures to be an appropriate use of Tax Increment, and that the above described Project is a public improvement, which will enhance the development and economic development of the Consolidated TIF.
2. The RDC authorizes the Controller to expend \$17,600 out of the Partnership Agreement Funding from the Consolidated TIF, pursuant to a purchase order to be executed between the City and Commercial Service. The purchase order does not remove the requirement to comply with the City and the RDC's claims process. Unless extended by the RDC, the authorization contained in this paragraph shall expire on January 31, 2016.
3. If necessary for the processing of the purchase order to be executed between the City and Commercial Service, the funding authorization contained in Resolution 14-42 is extended to January 31, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

**15-97**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING SPEAKER  
IMPROVEMENTS AT THE BUSKIRK-CHUMLEY THEATER**

**WHEREAS**, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for a project that would install concert quality monitor speakers at the Buskirk-Chumley Theater (“Project”); and

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

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

1. The Redevelopment Commission finds that the Project, 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

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, 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:**           **Concert Quality Monitor Speakers at the Buskirk-Chumley Theater**

**Project Manager:**   **Dave Williams / Parks**  
                                  **Danielle McClelland / Buskirk-Chumley Theater**

**Project Description:**

This project would install concert quality monitor speakers at the Buskirk-Chumley Theater.

Monitor speakers provide audio playback for the musicians during a performance. This project would install concert quality monitor speakers at the Buskirk-Chumley Theater (including the necessary amplifiers and cables to power the speakers).

The Buskirk-Chumley Theater does not currently have its own monitor speakers. Instead, it rents monitor speakers when presenting a concert. The cost of the speaker rental can be as high as \$1,500 per show. The added cost of renting monitor speakers makes the Buskirk-Chumley Theater a less attractive venue for other music promoters.

Adding monitor speakers will both reduce the Buskirk-Chumley Theater's operating costs (it spent \$7,300 on renting monitor speakers in 2014 alone), and increase its rental income, by making it an attractive venue for concerts.

The 2015 Partnership Agreement between the Redevelopment Commission and BCT Management, Inc. sets aside up to \$74,000 for—among other things—equipment replacement. The Partnership Agreement states: “[The \$74,000] shall be paid only as requested by BCTM and as approved by the City. The City and BCTM shall cooperate on selecting priorities for equipment replacement.”

Pursuant to the Partnership Agreement, BCTM and the Parks Department have coordinated, and believe that installing monitor speakers is an appropriate priority for the Buskirk-Chumley Theater at this time.

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

- (1) It is substantial and complex work that involves the addition of new parts.
- (2) The improved Theater should have increased value, as it will have reduced operating costs and be more attractive as a concert venue.
- (3) The improved Theater should perform equally well as a newly constructed Theater.
- (4) These improvements (the installation of monitor speakers) is not part of the normal life cycle of the Theater.

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

**Project Timeline:**

Start Date: Dec 2015  
 End Date: Dec 2015

**Financial Information:**

Estimated full cost of project:	\$28,000
Sources of funds:	2015 Buskirk-Chumley Theater Partnership Agreement (Res. 14-42)

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

<u>Phase / Work to be Completed</u>	<u>Cost</u>	<u>Timeline</u>
Installation of Speakers	\$28,000	December 2015

To Be Completed by Redevelopment Commission Staff:

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

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

**15-98**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR BOILER IMPROVEMENTS AT THE BUSKIRK CHUMLEY THEATER**

**WHEREAS**, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a redevelopment area known as the “Downtown Redevelopment Area”; and

**WHEREAS**, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into 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 for local public improvements; and

**WHEREAS**, on November 3, 2014, the RDC approved Resolution 14-42, which approved the 2015 Partnership Agreement between the RDC and BCT Management, Inc. (“Partnership Agreement”); and

**WHEREAS**, the Partnership Agreement provided for the spending of as much as \$74,000 of Tax Increment to pay for selected equipment replacement and unexpected and/or emergency building repairs at the Buskirk Chumley Theater (“Partnership Agreement Funding”); and

**WHEREAS**, on December 22, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to install concert quality monitor speakers in the Buskirk Chumley Theater (“Project”); and

**WHEREAS**, the RDC approved the Form in its Resolution 15-97; and

**WHEREAS**, City Staff has solicited quotes for the Project, evaluated those quotes, and identified the quote from Mid America Sound Corporation for \$27,174.66 as the best response and;

**WHEREAS**, the source of funds identified on the Form to pay for the Project was the Partnership Agreement Funding; and

**WHEREAS**, the RDC has available Partnership Agreement Funding to pay for the Project; and

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

1. The RDC finds the above described expenditures to be an appropriate use of Tax Increment, and that the above described Project is a public improvement, which will enhance the development and economic development of the Consolidated TIF.
2. The RDC authorizes the Controller to expend up to \$27,174.66 out of the Partnership Agreement Funding from the Consolidated TIF, pursuant to a purchase order to be executed between the City and Mid America Sound Corporation. The purchase order does not remove the requirement to comply with the City and the RDC's claims process. Unless extended by the RDC, the authorization contained in this paragraph shall expire on January 31, 2016.
3. If necessary for the processing of the purchase order to be executed between the City and Mid America Sound Corporation, the funding authorization contained in Resolution 14-42 is extended to January 31, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**15-99  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR DESIGN SERVICES CONTRACT  
REGARDING THE ANIMAL SHELTER**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including the upgrade of the Animal Shelter; and
- WHEREAS, as part of the redevelopment of the Consolidated Economic Development Area, the City desires to expand the Animal Shelter (“Project”); and
- WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, Step 1 of the Project is identified as “Design”—which includes Architectural, Engineering, and Shelter Design services; and
- WHEREAS, Step 3 of the Project is identified as “Retrocommissioning and LEED Certification”; and
- WHEREAS, City Staff has obtained a quote from Kirkwood Design Studio, P.C. (“Kirkwood Design Studio”) to provide the Architectural, Engineering, and Shelter Design services for an amount not to exceed One Hundred Sixty Four Thousand One Hundred Fifty Dollars (\$164,150.00), which includes the Architectural, Engineering, and Shelter Design services, and reimbursable costs; and
- WHEREAS, Kirkwood Design Studio also proposes to do the LEED Certification for an amount not to exceed Twenty Thousand Nine Hundred Dollars (\$20,900.00); and
- WHEREAS, City Staff has negotiated a “Standard Form of Agreement Between Owner and Architect” and a “Standard Form of Architect’s Services: Design and Construction Contract Administration” (collectively, “Contract”) with Kirkwood Design Studio for the Architectural, Engineering, and Shelter Design services, and the LEED Certification (“Services”), a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, there are available Bond funds to pay for the Contract; and

WHEREAS, on December 15, 2015, the Board of Public Works (as Owner of the Animal Shelter) approved the Contract; and

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

1. The RDC finds the above described expenditures to be an appropriate use of the Bond, and finds that the Services serve the public's best interests.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Eighty Five Thousand Fifty Dollars (\$185,050.00) from the Bond Fund to pay for the Services provided under the Contract, to be payable in accordance with the terms of the Contract.
3. Unless extended by the Redevelopment Commission in a resolution prior to July 1, 2018, the authorization provided under this Resolution shall expire on July 1, 2018.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

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Elizabeth Kehoe, Secretary

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Date

# AIA<sup>®</sup> Document B102™ - 2007

## Standard Form of Agreement Between Owner and Architect Without a Predefined Scope of Architect's Services

AGREEMENT made as of the 22nd day of Dec. in the year 2015  
(Twenty-second of December, Two-Thousand Fifteen)

*(In words, indicate day, month and year.)*

**BETWEEN the Owner:**

*(Name, legal status, address and other information)*

Board of Public Works  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

**and the Architect:**

*(Name, legal status, address and other information)*

Kirkwood Design Studio, P.C.  
113 E. 6<sup>th</sup> Street  
Bloomington, IN 47408

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

**for the following Project:**

*(Name, location and detailed description)*

Bloomington Animal Care & Control Shelter Renovation and Expansion Design  
3410 S. Walnut Street, Bloomington, IN

The addition and renovation of the Bloomington Animal Care and Control Shelter will cover basic services for Site-Civil, Architectural, Structural Engineering, Mechanical Engineering and Electrical Engineering and the integration of our Animal Shelter Design Consultant throughout the process. Beyond basic building materials and systems, it includes interior finishes, fixed and attached equipment, including stacked cage enclosures as well as general site improvements, exterior animal areas and associated fencing. The proposed service fees are based upon \$1,600,000 Construction Costs.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

To provide architectural and engineering services for the construction of additions and renovations to the Bloomington Animal Care & Control Shelter.

\*\* § 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

\*\* § 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

- Each Occurrence - \$1.0 mil.
- Damage to Rented Premises (each occurrence) - \$100,000
- Medical Expense (any one person) - \$5,000
- Personal & Adv. Injury - \$1.0 mil.
- General Aggregate - \$2.0 mil.
- Products - Comp/Op. Agg - \$2.0 mil.

.2 Automobile Liability

3 Workers' Compensation

Each Accident - \$100,000.  
Disease - Each Employee - \$100,000  
Disease - Policy Limit - \$500,000

4 Professional Liability

Each Claim - \$500,000  
Aggregate - \$1.0 mil.

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

\*\* § 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**ARTICLE 3 COPYRIGHTS AND LICENSES**

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

\*\* § 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

Every effort should be made to resolve disputes through a non-adjudicative dispute resolution procedure. These include mediations, mini-trials, settlement conferences and advisory arbitrations prior to pursuing arbitration or litigation.

\*\* 4.2.5

#### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

\*\* § 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

#### ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Fee for Basic Services for \$1.6 mil. project to be \$128,000 plus associated LEED Service Fee to be \$20,900. The proposed service fee is based upon \$1.6 mil. construction cost for the addition and renovation project, including site elements such as exterior animal areas and associated fencing. Should the project increase in scope of work, we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial proposed Basic Services Fee.

Fee does not include Enhanced Commissioning Agent which the Owner will engage as a third party consultant.

See attached Exhibit 'A', Cost Schedule and Cost Proposal for additional fee information.

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- \*\* .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- \*\* .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- \*\* .11 Other similar Project-related expenditures.

§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of zero percent ( 0 %) of the expenses incurred.

#### § 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Cost to be on an hourly basis to complete drawings preparation for transfer and include a release of liability agreement exempting architect from any claim related to the project.

#### § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

0 % per month

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

\*\* § 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution; If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

\*\* § 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

\*\* 7.9 & 7.10

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

« »

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

- AIA Document B201-2007, Standard Form of Architect's Services: Design and Construction Contract Administration
- Exhibit 'A' - Cost Schedule and Cost Proposal and Reimbursable Costs Schedule
- Exhibit 'B' - Proposed Project Planning Schedule
- Exhibit 'C' - Fee Schedule: Hourly Rates and Reimbursable Expenses
- Exhibit 'D' - General Terms and Conditions

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Year Notes:

This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
(Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

ARCHITECT

*Mary J. Krupinski*  
(Signature)

«Mary J. Krupinski, AIA, President »« »

\_\_\_\_\_  
(Printed name and title)

# AIA<sup>®</sup> Document B201<sup>™</sup> - 2007

## Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:  
(Name and location or address)

Bloomington Animal Care & Control Shelter Renovation and Expansion Design  
3410 W. Walnut Street  
Bloomington, IN 47401

THE OWNER:  
(Name, legal status and address)

Board of Public Works  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

THE ARCHITECT:  
(Name, legal status and address)

Kirkwood Design Studio, P.C.  
113 E. 6<sup>th</sup> Street  
Bloomington, IN 47408

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ (In words, indicate day, month and year.) December 22, 2015

### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:  
(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102<sup>™</sup>-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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*program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Owner's Designated Representative: Unknown at this time

Owner's Consultants: Enhanced Commissioning Agent

Owner's Budget for the Cost of the Work:  
Current construction estimate excluding Architect's compensation is \$1,600,000

Architect's Designated Representative: Mary J. Krupinski, President  
Kirkwood Design Studio, P.C.  
113 East 6<sup>th</sup> Street  
Bloomington, IN 47408

Animal Consultant: Shelter Planners, Inc.  
1415 Sachem Place, Unit 2A  
Charlottesville, VA 22901

Civil Engineering: Bynum Fanyo & Associates, Inc.  
528 North Walnut Street  
Bloomington, IN 47404

Structural: Lynch, Harrison & Brumleve, Inc.  
550 Virginia Avenue  
Indianapolis, IN 46203

Mechanical, Electrical And Plumbing: R.E. Dimond & Associates, Inc.  
732 North Capitol Avenue  
Indianapolis, IN 46204

The proposed procurement or delivery method for the Project is:  
Competitive bid or public bid

Other parameters are:  
Unknown at time of execution of this Agreement

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:  
Anticipated to be September 2016
- .2 Substantial Completion date:  
Anticipated to be June 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

\*\* § 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

#### § 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### § 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

#### § 2.6 CONSTRUCTION PHASE SERVICES

##### § 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 2.6.4 SUBMITTALS**

**§ 2.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 2.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 2.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 2.6.4.4** Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 2.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 2.6.5 CHANGES IN THE WORK**

**\*\* § 2.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 2.6.5.2** The Architect shall maintain records relative to changes in the Work.

**\*\* 2.6.5.3**

**§ 2.6.6 PROJECT COMPLETION**

**§ 2.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 2.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 3 ADDITIONAL SERVICES**

\*\* § 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming		
§ 3.1.2 Multiple preliminary designs		
§ 3.1.3 Measured drawings		
§ 3.1.4 Existing facilities surveys		
§ 3.1.5 Site Evaluation and Planning (B203™-2007)		
§ 3.1.6 Building information modeling	n/p	
§ 3.1.7 Civil engineering		
§ 3.1.8 Landscape design		
§ 3.1.9 Architectural Interior Design (B252™-2007)		
§ 3.1.10 Value Analysis (B204™-2007)		
§ 3.1.11 Detailed cost estimating	n/p	
§ 3.1.12 On-site project representation	n/p	
§ 3.1.13 Conformed construction documents	n/p	
§ 3.1.14 As-designed record drawings	n/p	
§ 3.1.15 As-constructed record drawings	n/p	
§ 3.1.16 Post occupancy evaluation	n/p	
§ 3.1.17 Facility Support Services (B210™-2007)	n/p	
§ 3.1.18 Tenant-related services	n/p	
§ 3.1.19 Coordination of Owner's consultants		
§ 3.1.20 Telecommunications/data design		
§ 3.1.21 Security Evaluation and Planning (B206™-2007)	Owner	
§ 3.1.22 Commissioning (B211™-2007)	Owner	
§ 3.1.23 Extensive environmentally responsible design	n/p	
§ 3.1.24 LEED® Certification (B214™-2007)		
§ 3.1.25 Fast-track design services	n/p	
§ 3.1.26 Historic Preservation (B205™-2007)	n/p	
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- \*\* .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- \*\* .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- \*\* .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- \*\* .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four ( 24 ) visits to the site by the Architect over the duration of the Project during construction Bi-weekly site visits not to exceed twenty-four (24)
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

\*\* § 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

\*\* § 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

\*\* § 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of

the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

#### ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

«See B102, Article 6 Compensation, Item 6.1. »

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«Compensation shall be hourly as outlined in Article 6.7. »

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

«Compensation shall be hourly as outlined in Article 6.7. »



Standard Form of Agreement Between Owner and Architect - B102  
Standard Form of Architect's Services - B201

## ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following Supplements modify, change, delete from or add to the "Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services", AIA Document B102, 2007 Edition and "Standard Form of Architect's Services: Design and Construction Contract Administration", AIA Document B201, 2007 Edition. Where any Article of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

### 7.1 ARTICLE 1 (B102) ARCHITECT'S RESPONSIBILITIES

7.1.1 Add the following to Paragraph 1.2: "A Proposed Project Planning Schedule is attached and is labeled Exhibit 'B'.

7.1.2 Add the following to Paragraph 1.5: "The Architect shall provide insurance required by the City of Bloomington during the Performance of any and all Services under this Agreement, the Architect shall maintain the following insurance in full force and effect:

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

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

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

Standard Form of Agreement Between Owner and Architect - B102  
Standard Form of Architect's Services - B201

the insurance has been procured and is in force and paid for, City shall have the right at the City's election to forthwith terminate the Agreement.

7.2 ARTICLE 2 (B102) OWNER'S RESPONSIBILITIES

7.2.1 Paragraph 2.4 is hereby amended by adding the following: " Notwithstanding any clauses to the contrary contained herein, the Owner does hereby acknowledge that the Architect has no responsibility to the Owner or to any other party regarding any matters concerning consulting of insurance, accounting, or legal matters. Specifically, the Owner shall decide all insurance requirements and whether or not the responsible parties complied with those requirements. This shall be the Owner's responsibility at all times, even though the insurance requirements may be part of the Bid Documents or Project Manual and even though Certificates of Insurance may be sent to the Architect for forwarding to the Owner."

7.3 ARTICLE 3 (B102) COPYRIGHTS AND LICENSES

7.3.1 Paragraph 3.2 is hereby amended by adding the following sentences: " Following completion of the project, digital pdf copies of the Architect's Drawings and hard copies of the Architect's Drawings and Specifications may be used by the Owner for future additions or modifications of the structure. Through execution of a separate agreement that shall include compensation and conditions agreeable to both parties, the Owner may be able to purchase from the Architect, the digital computer generated Drawing (in Autocad) files of the Architect's Drawings."

7.4 ARTICLE 4 (B102) CLAIMS AND DISPUTES

7.4.1 Item 4.2 MEDIATION is amended by adding new Paragraph 4.2.5 which reads as follows:

"The Owner and the Architect agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractor's and consultants to likewise include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.5 ARTICLE 5 (B102) TERMINATION OR SUSPENSION

7.5.1 Paragraph 5.7 is hereby deleted in its entirety.

Standard Form of Agreement Between Owner and Architect - B102  
Standard Form of Architect's Services - B201

7.6 ARTICLE 6 (B102) COMPENSATION

- 7.6.1 Subparagraph 6.2.1 is hereby amended to read as follows: "Travel requested by the Owner to locations other than the Project Site in the interest of the Project is a Reimbursable Expense."
- 7.6.2 Subparagraph 6.2.7 is hereby amended to read as follows: "renderings, models, mock-ups and three-dimensional computer imaging requested by the Owner;"
- 7.6.3 Subparagraph 6.2.11 is hereby amended to read as follows: "Other similar Project-related expenditures as listed on page 3 of Exhibit "A", Reimbursable Costs Schedule".

7.7 ARTICLE 7 (B102) MISCELLANEOUS PROVISIONS

- 7.7.1 Paragraph 7.2 is hereby amended by adding the following to the first sentence: "...and as set forth in the amendments included herewith."
- 7.7.2 Add the following to Paragraph 7.6: "The Architect hereby states and the Owner acknowledges that the Architect has no professional liability or other insurance and is unable to reasonably obtain insurance for claims arising out of the performance of or failure to perform professional services related to the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), radon or other toxic substances.
- Accordingly, the Owner hereby agrees to institute or maintain no claim against Architects, Consultants and employees for negligence, breach of contract, indemnity, or otherwise, with respect to any claim which in any way involves the Architect's services for the investigation of or remedial work related to asbestos or other hazardous material in the project.
- The Owner further agrees to hold the Architect, the Architect's consultants and employees harmless from such asbestos-related or other hazardous materials claims which might arise as a result of the services provided by the Architect pursuant to the Agreement, except for claims arising out of the sole negligence of the Architect."
- 7.7.3 Paragraph 7.9 is hereby added as a new paragraph: "Either party to this Agreement may recover reasonable attorney fees, costs and expenses from the other party should that party breach or default in any of the terms and conditions of this Agreement."
- 7.7.4 Paragraph 7.10 is hereby added as a new paragraph: "Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the Owner, The City of Bloomington, are at any time not forthcoming or are insufficient, through failure of any entity, to appropriate funds or otherwise, then the Owner shall have the right to terminate this Agreement without penalty.

Standard Form of Agreement Between Owner and Architect - B102  
Standard Form of Architect's Services - B201

7.8 ARTICLE 8 (B102) SPECIAL TERMS AND CONDITIONS

No changes to this Article.

7.9 ARTICLE 9 (B102) SCOPE OF THE AGREEMENT

No changes to this Article.

7.10 ARTICLE 1 (B201) INITIAL INFORMATION

No changes to this Article.

7.11 ARTICLE 2 (B201) SCOPE OF ARCHITECT'S BASIC SERVICES

7.11.1 Paragraph 2.1 is hereby amended to add the following: "Approval by the Owner of the Schematic Design Phase, Design Development Phase and the Construction Documents Phase and authorization to proceed beyond each phase shall be made in writing by the Owner in a timely manner prior to the Architect starting work on a subsequent phase. Delays in said approval shall cause an equal adjustment to the project schedule."

7.11.2 Paragraph 2.6.5.1 is hereby amended by inserting the following phrase at the end of the second sentence: ", after consultation with the Owner."

7.11.3 Add the following new Paragraph 2.6.5.3: "In the course of Construction should errors or omissions in the Contract Documents result in a legitimate increase in the Construction Costs, the increase in costs shall be divided into two categories:

- A. The enrichment of the Project or additional value received, if any, by the Owner of material and labor added to the Project.
- B. The costs or damages, if any, directly attributable to correcting the error or adding the omission at that point in the course of construction.

The Owner shall pay for the increased value received in the Project and Architect shall bear the costs of the damages or diminished value."

7.12 ARTICLE 3 (B201) ADDITIONAL SERVICES

7.12.1 Paragraph 3.1 is hereby amended as follows: "The Services listed below are included in Basic Services, including the LEED Services, unless marked below as not provided or provided by Owner"

Standard Form of Agreement Between Owner and Architect - B102  
Standard Form of Architect's Services - B201

- 7.12.2 Paragraph 3.3.1.2 is hereby amended by adding: ", except that services to pursue LEED Certification or LEED Silver shall be considered under Basic Services".
- 7.12.3 Paragraph 3.3.1.6 is hereby amended by adding: ", shall be provided as Basic Services".
- 7.12.4 Paragraph 3.3.1.7 is hereby amended by adding: ", shall be provided as Basic Services".
- 7.12.5 Paragraph 3.3.2.3 is hereby amended by adding: "...which require over four (4) hours of the Architect's services."

7.13 ARTICLE 4 (B201) OWNER'S RESPONSIBILITIES

- 7.13.1 Paragraph 4.2 is hereby amended by adding: "On behalf of the Owner, the Architect shall furnish as a reimbursable expense, surveys to describe....."
- 7.13.2 Paragraph 4.3 is hereby amended by adding: "On behalf of the Owner, the Architect shall furnish as a reimbursable expense, services of geotechnical engineers,..."
- 7.13.3 Add the following at the end of Paragraph 4.5: "The Architect shall not be liable for any changes made without the Architects' knowledge and consent."

7.14 ARTICLE 5 (B201) COST OF THE WORK

No changes to this Article.

7.15 ARTICLE 6 (B201) COMPENSATION

No changes to this Article.

END OF ARTICLE 7



## Exhibit 'A'

### COST PROPOSAL

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**Basis of Cost Proposal** The service fee for the Addition and Renovation of the Bloomington Animal Care and Control Shelter will cover basic services for Site-Civil, Architectural, Structural Engineering, Mechanical Engineering and Electrical Engineering, and the integration of our Animal Shelter Design consultant throughout the process. The proposed Service Fee includes full services from the Programming Phase through to the Construction Observation Phase as outlined in the Architectural/Engineering Project Approach. It includes the specification and inclusion of all interior finishes and fixed, attached equipment, including stacked cage enclosures.

**Scope of Project** The proposed service fee is based upon \$1,600,000 Construction Costs for the addition and renovation project, including site elements such as exterior animal areas and associated fencing.

**Basic Services Fee** Architectural + Engineering + Shelter Consultant: \$128,000

**LEED Process Fee** Review of Prerequisites for LEED Process Qualification are included in the above Basic Services Fee.

Cost Benefit Analysis of Pursuing LEED Certification: \$ 900

LEED Process for either/ both the new and renovation: \$ 20,000

**Qualifications and/or Exclusions** Should the project increase in scope of work we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial proposed Basic Services Fee.

The service fee does not include services for site survey, soil borings, design of utility extensions to the site, the State Construction Design Release Application fees, Building Permits, Health Department application fees, or any other testing or application fees, including those required of a LEED application/process.

Please note and recognize that Bynum Fanyo has provided their Site-Civil Engineering Services to the Animal Shelter In-Kind.

A handwritten signature in black ink, appearing to read "Mary J. Krupinski".

Contractual  
Responsibility

Mary J. Krupinski, President  
Kirkwood Design Studio, pc

October 20, 2015



Exhibit 'A'

**COST SCHEDULE**

The following Cost Proposal is broken down by phase to represent our Cost Schedule:

**Basic Services Fee**

The proposed service fee is based upon \$1,600,000 Construction Costs for the addition and renovation project, including site elements such as exterior animal areas and associated fencing. Should the project increase in scope of work we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial propose Basic Services Fee.

**Architectural + Engineering + Shelter Consultant: \$128,000**

Programming:	2% = \$ 2,560
Schematic Design:	18% = \$ 23,040
Design Development:	20% = \$ 25,600
Construction Documents:	35% = \$ 44,800
Bidding:	5% = \$ 6,400
Construction Observation:	19.5% = \$ 24,960
<u>Post Construction:</u>	<u>.5% = \$ 640</u>
<b>Total Basic Services Fee</b>	<b>100% \$ 128,000</b>

**LEED Process Fee**

Review of Prerequisites for LEED Process Qualifications are included in the above Basic Services Fee.

Cost Benefit Analysis of Pursuing LEED Certification: \$ 900  
LEED Process for either/ both the new and renovation: \$ 20,000

**Cost Benefit Analysis**

Schematic Design: 100% \$ 900

**LEED Process:**

Design Development:	30% = \$ 6,000
Construction Documents:	20% = \$ 4,000
Bidding:	5% = \$ 1,000
Construction Observation:	35% = \$ 7,000
<u>Post Construction :</u>	<u>10% = \$ 2,000</u>
<b>Total LEED Process Fee</b>	<b>100% \$ 20,000</b>

**Total LEED Fee \$ 20,900**



## Exhibit 'A' Reimbursable Costs Schedule

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The following is an estimated schedule of reimbursable costs, which are not a part of the Architect's Basic Services and shall be reimbursed by the owner without a mark-up.

Soil Borings	\$ 2,500 - \$ 3,500
LEED Filing Fees	\$ 3,150 - \$3,950
State Filing Fees	\$ 800 - \$ 1,400
Detailed Cost Estimating	\$ 3,200 - \$ 4,800
Bidding Document Printing	\$ 2,500 - \$ 3,500
Data-Telecommunications Design	\$ 4,000 - \$ 5,000
Design Services Contingency	\$ 6,400 - \$12,800
Rendering(1)	\$ 800 - \$ 1,200



## Exhibit 'B' Project Approach–Proposed Planning Schedule

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### A/E Process

The architectural engineering process is traditional in its general approach of working from the general to the specific. It is the overlying process in which the elements of Shelter Design and LEED/Green Design interface. It works from the big picture concept of a layout or system down to the detail of a kennel or particular aspect of a building system. The general A/E Process is outlined below:

### Pre-Contract

December 2015

In understanding the Contract Conditions it is important to identify initial parameters of the project. IT is the basis from which the fee is set and altered from should the Scope of Work change significantly throughout the Design Process.

- Set initial Scope of Work
- Define Budget
- Determine Potential Inclusion of LEED Process
- Determine Schedule

### Programming and Problem Definition

January 1, 2016 –  
January 22, 2016

- Conduct Program Interviews with Owners/Users
- Generate Building Program
- Determine extent of Interest in LEED
- Evaluate/Confirm Scope of Work
- Define/Confirm Budget
- Determine/Confirm Schedule
- Assist Owner in ordering Site Survey
- Assist Owner in ordering Soil Borings

### Schematic Design Phase

January 23, 2016 –  
March 11, 2016

- Determine Options in Building Layout
- Incorporate Shelter Design approaches Driving Design
- Generate Building Form and Elevations
- Develop Building Options into one Schematic Approach
- Conduct Code Review
- Investigate Green Building Systems
- Determine Building MEP Systems
- Determine Building Structural System
- Evaluate LEED Prerequisites for Qualification
- Conduct Cost-Benefit for LEED/Green Approaches
- Determine NO/GO for LEED: Make Application
- Confirm/Align Schematic Design with Budget
- Review and Approval of Schematic Design by Owner



## Exhibit 'B' Project Approach—Proposed Planning Schedule

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### Design Development Phase

March 12, 2016 –  
May 6, 2016

- Develop Design Elements of individual spaces
- Develop Architectural Plans and Elevations
- Determine Mechanical/Electrical Building Loads
- Generate Building Sections to set heights, plenums, and general wall and roof construction
- Continue LEED Process
- Develop Outline Specifications
- Confirm/Align Design Development with Budget
- Review and Approval of Design Development by Owner

### Construction Documents

May 7, 2016 –  
July 31, 2016

- Generate Construction Drawings
- Coordinate MEP and Structural work
- Confirm/Align 50% Construction Documents w/ Budget
- Complete Specifications, Include LEED Requirements
- Assist Owner with Front End Bidding Documents
- Review and Approval of 90% Construction Documents by Owner
- Complete Construction Documents

### Bidding

August 1-31, 2016

- Assist Owner in Distribution of Bidding Documents
- Submit Project for Construction Design Release
- Submit LEED Final Design Documents
- Attend/Conduct Pre-Bid Conference
- Receive Contractor Questions and Issue Addenda
- Assist Owner with Receipt of Bids
- Request Subcontractors and Products List
- Assist Owner with Review and Recommendation of Bid

### Construction Observation

September 2016 –  
June 2017

- Assist Owner with Owner-Contractor Agreement
- Assist Owner with Pre-Construction Conference
- Review Schedule and Schedule of Values
- Attend bi-weekly Progress Meetings
- Conduct on Site Reviews and Field Reports
- Review Contractors Pay Applications
- Review Shop Drawings
- Answer Contractor's Request for Information
- Generate Proposal Requests and Change Orders
- Conduct Final Reviews
- Assist Contractor/Owner with LEED submittals
- Assist Owner in Close-out Documents

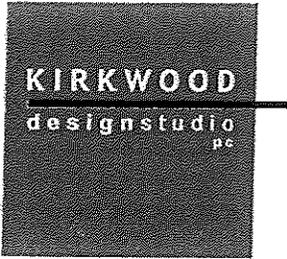
### Post Construction

July 2017-June 2018

- Assist in LEED Follow-up
- Conduct 9-month Warranty Item Review
- Document One-Year Warranty Item Issues to Contractor

## Exhibit 'C'

### KDS FEE SCHEDULE



#### HOURLY RATES

##### Architectural:

Principal Architect .....	\$130.00/hr.
Project Manager / Project Architect .....	\$ 110.00/hr.
Graduate Architect I .....	\$ 80.00/hr.
Graduate Architect II .....	\$ 75.00/hr.
Graduate Architect III .....	\$ 65.00/hr.
Clerical .....	\$ 45.00/hr.

113 east 6th street  
bloomington, in 47408  
812.331.0255 ph  
812.331.0755 fax  
www.kdsarchitects.com

ARCHITECTURE + PLANNING

#### REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at actual cost. Such items include, but are not limited to:

1. Drawing reproduction and photocopying related to the preparation of multiple final construction or bid sets.
2. Overnight express mail, message delivery services and other shipping charges.
3. Additional insurance limits not normally carried by Kirkwood Design Studio, P.C., or its consultants.
4. State of Indiana plan review fees or any agency review fees.
5. State of Indiana variance fees and associated code consultant fees.
6. Local Planning and Zoning submittal and review fees.

# KIRKWOOD DESIGN STUDIO, P.C.

## Exhibit 'D'

### GENERAL TERMS AND CONDITIONS

#### Access To Site:

Unless otherwise stated, KDS will have access to the site for activities necessary for the performance of our services.

#### Ownership of Documents:

All documents produced by KDS under this agreement shall remain the property of KDS and may not be used by the Client for any other endeavor without the written consent of KDS.

#### Dispute Resolution:

Any claims or disputes made during design, construction or post construction between the Client and KDS shall be submitted to non-binding mediation. The Client and KDS agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

#### Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and KDS, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, KDS's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause, shall not exceed \$50,000 or KDS's fee for this project, whichever is the lesser. Such causes include, but are not limited to, KDS's negligence, errors or omissions.

#### Billings/Payments:

Invoices for KDS's services shall be submitted on a monthly basis, and shall be payable within 21 days after the invoice date. If the invoice is not paid within 60 days, KDS may, without liability whatsoever to the Client and after giving 7 days written notice, suspend services under this agreement until all past due accounts have been paid. Payment of invoices shall not be subject to any discounts or set-offs by the Client.

#### Opinion of Probable Construction Cost:

The Client understands that KDS has no control over the cost or availability of labor, equipment or materials, or over market conditions. KDS's opinion of probable construction cost is made on the basis of KDS's professional judgment and experience. KDS makes no

warranty that the bids or the negotiated cost of the Work will not vary from KDS's opinion of probable construction cost.

#### Assignment:

Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by KDS shall not be considered an assignment for purposes of this agreement.

#### Attorney's Fees:

In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the litigation.

#### Hazardous Materials:

Both parties acknowledge that KDS's scope of services does not include any services related to the presence of any hazardous or toxic materials. KDS may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

#### Record Drawings:

Since Record Drawings are based on unverified information provided by other parties, which KDS shall assume will be reliable, KDS cannot and does not warrant their accuracy.

#### Standard of Care:

In providing services under this Agreement, KDS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. KDS makes no warranty as to its professional services rendered under this Agreement.

#### Termination of Services:

In the event of termination of this Agreement by either party, the Client shall within 30 days of termination pay KDS for all services rendered and all reimbursable costs incurred by KDS up to the date of termination.

**15-100  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR DESIGN CONTRACT REGARDING THE 2<sup>ND</sup>  
STREET AND COLLEGE AVENUE SIGNAL IMPROVEMENTS**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a redevelopment area known as the “Downtown Redevelopment Area” and
- WHEREAS, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into 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 for local public improvements; and
- WHEREAS, on December 7, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would improve the pedestrian and vehicular infrastructure at the intersection of 2<sup>nd</sup> Street and College Avenue (“Project”) and;
- WHEREAS, the RDC approved the Form in Resolution 15-87; and
- WHEREAS, the Form identified the Consolidated TIF as the source of funds for the City’s share of the Project; and
- WHEREAS, the Form identified Step 1 of the Project as “Design Contract”;
- WHEREAS, City Staff has obtained a quote from Parsons Brinckerhoff, Inc. (“Parsons”) to provide the Design (including necessary preliminary engineering services) for an amount not to exceed Thirty Five Thousand Six Hundred Fifty One Dollars and Seventy Six Cents (\$35,651.76); and
- WHEREAS, City Staff has negotiated a Design Contract with Parsons based on that fee estimate, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, on December 2, 2015, the Board of Public Works approved the Contract;  
and

WHEREAS, there are available funds in the Consolidated TIF to pay for the Contract;

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the Design Contract serves the public's best interests.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Thirty Five Thousand Six Hundred Fifty One Dollars and Seventy Six Cents (\$35,651.76) from the Consolidated TIF to pay for the Services provided under the Contract related to the Project, to be payable in accordance with the terms of the Contract.
3. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2017, the authorizations provided under this Resolution shall expire on December 31, 2017.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

David Walter, President

---

Elizabeth Kehoe, Secretary

---

Date



\_\_\_\_\_

\_\_\_\_\_

Assignment; Successors

Authority to Bind Consultant

Aid Contracts Lobbying Activities

**Changes in Work.**

**Compliance with Laws**

**Condition of Payment**

**Confidentiality of LPA Information**

**Delays and Extensions**

**DBE Requirements**

\_\_\_\_\_



**Disputes**

**Drug-Free Workplace Certification**

**Employment Eligibility Verifica**

**Force Majeure**

**Governing Laws**

**Liability**

**Indemnification**

**Independent Contractor**

**Insurance - Liability for Damages**



1.

Merger and Modification

Notice to Parties

Neil Kopper, EIT  
Planning & Transportation Dept, City of Bloomington  
401 N. Morton St., Suite 130  
Bloomington, IN 47404

Ericka Miller, PE  
Parsons Brinckerhoff, Inc.  
115 W. Washington Street, Suite 1270S  
Indianapolis, IN 46204

**Order of Precedence; Incorporation by Reference**

**Ownership of Documents and Materials**

**Payments**

**Penalties, Interest and Attorney's Fees**

**Pollution Control Requir**

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**Severability**

**Status of Claims**

**Sub-consultant Acknowledgement**

\_\_\_\_\_

\_\_\_\_\_

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1.

Default by the LPA

Waiver of Rights

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No Third-Party Beneficiaries

No Investment in Iran

Assignment of Antitrust Claims

**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.

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**

Shelby A Swango  
Signature

Shelby A. Swango, Area Manager &  
Vice President  
\_\_\_\_\_  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

Mark Kruzan  
Signature

Mark/Kruzan, Mayor  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature  
Charlotte Zietlow, President, Board of  
Public Works  
\_\_\_\_\_  
(Print or type name and title)

Charlotte F. Zietlow Pres, 12/1/15  
Signature

\_\_\_\_\_  
(Print or type name and title)

Attest:

Amy E. Erb  
Signature

Amy E. Erb, Local Office Administrator  
(Print or type name and title)

**CITY OF BLOOMINGTON**  
Controller

Reviewed by: \_\_\_\_\_  
DATE: 11-23-15  
FUND/ACCT: 601-2 432

**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By: Jackie Moore  
DATE: 11.17.15

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Intersection of 2<sup>nd</sup> & College – Programmatic Categorical Exclusion (PCE)

- Level 1 Categorical Exclusion (CE)

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**15-101  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR DESIGN CONTRACT REGARDING  
DOWNTOWN CURB RAMPS**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a redevelopment area known as the “Downtown Redevelopment Area” and
- WHEREAS, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into 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 for local public improvements; and
- WHEREAS, on December 7, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct new intersection curb ramps in the Downtown, Seminary, and West 17<sup>th</sup> Street portions of the Consolidated TIF (“Project”) and;
- WHEREAS, the RDC approved the Form in Resolution 15-88; and
- WHEREAS, the Form identified the Consolidated TIF as the source of funds for the City’s share of the Project; and
- WHEREAS, the Form identified Step 1 of the Project as “Curb Ramp Assessment and Design”;
- WHEREAS, City Staff has obtained a quote from Eagle Ridge Civil Engineering Services, LLC (“Eagle Ridge”) to provide the Design (including assessment and other necessary preliminary engineering services) for an amount not to exceed Eighty Seven Thousand Eight Hundred Dollars (\$87,800.00); and

WHEREAS, City Staff has negotiated a Design Contract with Eagle Ridge based on that quote, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, on December 2, 2015, the Board of Public Works approved the Contract; and

WHEREAS, there are available funds in the Consolidated TIF to pay for the Contract;

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the Design Contract serves the public's best interests.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Eighty Seven Thousand Eight Hundred Dollars (\$87,800.00) from the Consolidated TIF to pay for the Services provided under the Contract within the Consolidated TIF, to be payable in accordance with the terms of the Contract.
3. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2017, the authorizations provided under this Resolution shall expire on December 31 31, 2017.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

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Elizabeth Kehoe, Secretary

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Date

**PROJECT NAME: Downtown Curb Ramp Assessment and Design**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 1<sup>st</sup> day of December, 2015, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide ADA-compliant sidewalk ramps in its downtown area, and;

WHEREAS, the Board requires the services of a professional engineering consultant to assess the needs for curb ramp improvements and to then prepare detailed plans for selected locations that shall be bid and constructed through a federally-funded project, which shall be hereinafter referred to as "the Services", and;

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

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

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

**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services, and the attached Exhibit A-1 Detailed Task List and Fee Estimate. Exhibits A and A-1 are attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibits A and A-1 in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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

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

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Engineer shall be the sole

judge of the adequacy of Consultant's work in meeting such standards. However, the City Engineer shall not unreasonably withhold its approval as to the adequacy of such performance.

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

**A. Information/Reports**

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

**B. Representative**

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

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Eighty-Seven Thousand Eight Hundred Dollars (\$87,800.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibits A or A-1, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

**1. Timing and Format for Billing:**

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within

thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

**2. Billing Records:**

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

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

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

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

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

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

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is

attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

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

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington  
Planning & Transportation Dept.  
City Hall at Showers  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Consultant:

Eagle Ridge Civil Engineering Services, LLC  
1321 Laurel Oak Drive  
Avon, IN 46123

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

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

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

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

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

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

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

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

**Article 27. No Investment in Iran:** Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached as Exhibit F, affirming that Consultant is not engaged in said investment activities.

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

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

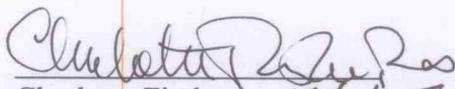
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

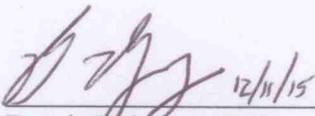
Owner

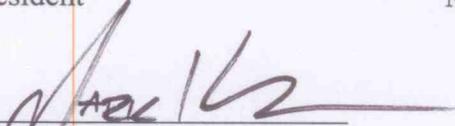
Consultant

City of Bloomington  
Board of Public Works

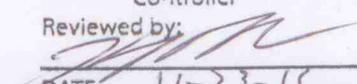
Eagle Ridge Civil Engineering Services, LLC

By:   
Charlotte Zietlow *12/11/15*  
President

 *12/11/15*  
Brock Ridgway, P.E.  
Managing Member

By:   
Mark Kruzan,  
Mayor

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: Jackie Moore  
DATE: 11.17.15

CITY OF BLOOMINGTON  
Controlier  
Reviewed by:   
DATE: 11-23-15  
FUND/ACCT: 439 53920

**EXHIBIT A**  
**SCOPE OF ENGINEERING SERVICES**

**GENERAL:**

Eagle Ridge Civil Engineering Services, LLC (Eagle Ridge) is to conduct an assessment of curb ramp needs in the downtown area within the limits defined in the City's application for funding dated December 13, 2013. At the completion of the assessment, the City is to determine the locations that are to be improved under a federally funded construction contract.

Eagle Ridge is then to prepare the plans, special provisions, cost estimate and various forms and certifications that are required for the project to be bid through INDOT. Eagle Ridge is also to prepare the Environmental Document for the project which is expected to qualify as a Programmatic Categorical Exclusion.

Work by Eagle Ridge is listed preceded by a bullet (•), and tasks by the City are preceded by "CITY". Assumptions are noted where applicable, typically in italics.

**ASSESSMENT PHASE**

**Prepare for Field Review and Preliminary Location Data Inventory Spreadsheet**

- Prepare Inspection Form in a format that includes an intersection exhibit and areas/checks for data entry for all four corners of the intersection.
- Using PDF mapping provided by the City, cut and paste a scaled image of each intersection on to each inspection report page.
- Prepare inventory spreadsheet of all study area intersections with a line for each corner. Prepare columns for location, results of field review, and future scoring/prioritization.

**Field Review**

- Sketch the corners of each intersection, noting the preliminary layout of a sidewalk, landing(s) and ramp(s).
- Identify approximate work limits on all corners – note approx. lengths and widths
- Measure existing sidewalk, landing and ramp slopes
- Note transition condition (ramp to gutter to street)
- Note if this a signalized location
- Determine if inlet/storm sewer work will be required
- Identify possible historic concerns to pass on to historian (stone, brick or special sidewalks, curbs or walls).
- Note if the location will require a site-specific layout/design instead of a construction using a typical detail
- Identify additional feature which will need to be measured and sketched/mapped (Hydrants, utilities, valves, mailboxes, landscaping, trees, walls, signs, posts, etc.) during the design phase.
- Note apparent utility conflicts that would require coordination.
- Identify if detailed survey needed for elevations or complex features/location
- Take pictures of each corner at each location.
- Note pavement condition for later scoring
- Note ADA-compliance issues for later scoring

- Note if adjacent to a public facility for later scoring

### **Conduct Map Review for Right of Way Limitations**

- Using the GIS mapping, note locations where existing sidewalk may not be on right of way.
- Using the field review sketches, note where the needed connecting sidewalk, landing spaces or ramps would likely require additional right of way.
- Add results of this review to the overall inventory spreadsheet.

### **Historic Resource Assessment**

*Due to the limited project budget and what is deemed a more than ample number of eligible locations, it has been assumed that locations where there may be a historic resource concern (as opined by a certified historian) shall be eliminated from consideration. As a result, a very streamlined environmental document approach may be used.*

- Through a certified historian, identify the locations of historic districts and properties which are listed or eligible for inclusion in the National Register of Historic Places within the study area.
- Conduct a visual assessment of each location in the study area. Make note of any historic resource concerns, with special attention to locations that are adjacent to listed or eligible historic properties.
- Provide a written report by a certified historian that identifies the locations where sidewalk or curb work could have an effect on a historic resource and where additional study and consultation with the SHPO or INDOT-CRO would be required, if these locations were to be included in the federally-funded construction project.
- Add results of this review to the inventory spreadsheet.
- After projects have been selected for construction, prepare a second memorandum for record that documents only those selected for construction.

### **Develop Project Cost Estimating Factors**

- For cost estimating purposes, establish a list of typical unit costs for sidewalks, curbs, ramps, inlet replacement, and other work that has been noted as required.
- Estimate the construction cost for each corner of each intersection.
- Add the estimated construction costs to the inventory spreadsheet.

### **Score the Project Locations**

- Create a scoring/evaluation scale, to be approved by the City, and use it score each corner of each intersection. *(Tentative 1-10 scale is offered below, pending City review)*
  - Amount of Pedestrian Traffic (Points 1-moderate, 2-busy, 3-very busy) *City review of Eagle Ridge's score on this criterion will be needed.*
  - On Bus Routes (Points 0-no, 1-yes)
  - Existing Pavement Condition (Points 0-no or minor concerns, 1-moderate concerns like cracking, small gaps, 2-major concerns like offset joints, settling, root damage, tripping hazards)
  - Degree of ADA Non-Compliance (Points 0-ADA Complaint, 1-ramp present but slope concern, no domes, landing inadequate, 2-no ramp, slopes far out of compliance, no landing/turning space)
  - Adjacent to Public Facilities (Public building, park, office) (Points 0-no, 1-yes)
  - Addresses a specific Public Complaint, Accident Location or ADA Grievance, or a location of

***Downtown Curb Ramp Assessment and Design – INDOT Des. No. 1400166  
City of Bloomington***

special local concern to City officials (Points 0-no, 1-yes) *City review of Eagle Ridge's score on this criterion will be needed.*

- Score each corner of each intersection separately in the inventory spreadsheet.

**Separate the Locations Deemed Non-Eligible for the Federal Aid Project**

- For the City's records, identify locations which do not have a current need (already ADA-compliant and in good condition, or a location where no sidewalk and ramp is warranted). Assign these locations a score of zero
- Determine the conditions that will be used to eliminate projects from the federally-funded construction project based on factors that will result in high costs and/or lengthy project development. *(Tentative factors that would eliminate a location are listed below, pending City review)*
  - Eliminate those Requiring Purchase of Right of Way
  - Eliminate those at Signalized Locations due to extremely high costs of upgrading equipment
  - Eliminate those with Potential Historic Resource Concerns
  - Eliminate those that would require an ADA-waiver

**Prioritize Locations**

- For the Eligible and separately for the Non-eligible project locations, rank the project locations (by corner)
- Sort the results using total score as primary, ADA non-compliance as secondary to determine overall ranking.

**Determine Maximum Construction Budget**

- Confirm final construction budget with City taking into account total budget less anticipated inspection fees (if inspection not internal to City).

**Identify Projects for Federally Funded Project**

- Using the cost estimates for each location and the maximum construction budget, recommend which part of the prioritized location list should be incorporated into the proposed federally funded project.
- Review the list on each side of the cutoff point to see where adjacent corners may need to be grouped for better construction operations/costs.

*City to make final determination, the recommendation will be based on the estimated cost plus a contingency of about 10% in case bids are favorable.*

**Environmental Document**

- Prepare an application for approval of the project under the Minor Projects Programmatic Agreement, Category B-7. (Documentation that the project will not adversely affect historic resources)
- Submit to INDOT-CRO for approval.
- Once approved, assemble final documentation for the project under the current Programmatic Categorical Exclusion.

- Request review and approval (if required), by the District Environmental Services Manager.

*Based on consultation in advance of this work with the District Environmental Services Manager, it is assumed that this project can be approved under the Programmatic CE. In the event that INDOT does not allow this approach, or if the City decides to include a location where a historic resource may be impacted, a supplement will be needed to perform required early coordination with agencies, additional consultation and documentation of the historic resources under Section 106, and the assembly of a formal CE with supporting exhibits and documentation.*

## **DESIGN TASKS**

*In order to reduce the cost of professional fees, the sites will be separated into those which can be built using a typical detail and general instructions, and those which require a site-specific layout. For those requiring a site-specific layout, these will be separated into those for which a small topographic survey is required versus those which can be sketched without that degree of elevation control.*

- Review inventory and field review notes to determine which projects require individual site plans.
- Among those that do, separate sites between those which need survey and mapping by a surveyor or simpler elevation checks only.

### ***Topographic Survey and Mapping (ALLOWANCE ITEM PER ESTIMATE)***

*In the event this is found to be required due to site complexity or steeper terrain and difficult grades, this work will be contracted to Bledsoe Riggert and Guerrettaz with instructions to survey specific corners with the nearest available benchmark that is on the same datum as the City's GIS mapping. The total cost of this work is capped by contract and it would only be used as needed. If work beyond the capped amount is needed, a supplement to this agreement will be required. If not needed, this amount will not be charged to the City.*

### ***Typical Survey Scope of Work:***

- Identify locations where detailed survey is needed. Request City approval before work is requested.
  - Prepare an exhibit showing the limits of survey required for each location.
  - Obtain Surveyor's proposal and negotiate/complete subagreement.
- |          |   |
|----------|---|
| Surveyor | Contact the utility locator services including Indiana Underground to have utilities marked.  |
| Surveyor | Establish an elevation control point at each project site. (typical control example is a chiseled X at edge of a sidewalk, a valve cover, hydrant bolt, etc.) |
| Surveyor | Complete topographic mapping and terrain modeling. Provide related benchmark data for each site in the same CADD file.  |
| Surveyor | Conduct research to determine apparent existing right of way.   |
| Surveyor | Provide survey to Eagle Ridge in PDF and DWG formats.   |

### ***Site Reconnaissance and Supplemental Survey for All Sites Requiring a Site Plan***

- Prepare base plan sheet for each location requiring a site plan. Base shall either be GIS mapping from the City or survey provided by the surveyor, as applicable.
- Visit each site that requires an individual site plan.
- If by survey, review the mapping provided by the surveyor. Augment where needed.
- If by GIS, augment the mapping with missing existing site features including poles, posts, fences,

***Downtown Curb Ramp Assessment and Design – INDOT Des. No. 1400166  
City of Bloomington***

- sidewalk, curbs, ramps, landscaping, castings, utilities, etc.
- If by GIS, determine if spot survey (elevations only) is needed to set work/slope limits. Eagle Ridge to self-perform this level of survey work where needed.
- Take additional pictures if needed for detailed design.
- Note signs and other miscellaneous features that may be impacted by the project.
- Note apparent potential utility impacts, including castings.
- Note drainage problems, if apparent.
- Update the existing condition mapping for each site. Place onto site plan sheets.

***Local Coordination***

- Send early coordination to local officials who may have comments about the project including City Transit, HAND, City Council, and others as desired by City.
- Contact Indiana University for comments on locations adjacent to their properties.
- Contact City Forester and request comments about potential tree impacts.
- Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.

***Utility Coordination (after locations have been selected)***

- Coordinate with utilities including sewer, water, gas, electric, cable television, and telephone.
- In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- Compare utility-provided information with survey data.
- Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- Minimize the impacts to utilities where possible while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- Send Utilities a copy of the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting. Ask them to verify that their facilities are accurately shown.
- If relocations are deemed needed, request relocation plans from Utilities.
- If Utilities make a claim they are reimbursable, notify City to determine if that location should be kept in the project.
- Review Utilities' relocation plans for consistency with plans.
- Submit relocation plans to City with recommendation.
- Add relocation plans to the Plans as appropriate.

City Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

**DESIGN TASKS**

***Plans***

- Prepare Construction Plans - plan set to include:
  - Title Sheet – Owner, Project Title, Location Maps
  - General Notes and Legend, Sheet Index, Utility Contacts
  - Typical Construction Details

***Downtown Curb Ramp Assessment and Design – INDOT Des. No. 1400166  
City of Bloomington***

- Maintenance of Traffic / Erosion Control Typical Details
- Overall Map Index of Sites and Sheet Numbers
- Site Plans, generally 4 intersections per sheet
- Summary of Quantities Table
- Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

***Milestone Submittals***

- Submit Preliminary Plans for City review and for use at the project's Preliminary Field Check and Utility Coordination Meeting.
- Schedule Field Check, Send Plans to required parties, Conduct Field Check and Publish Meeting Minutes.
- Submit Stage 3 Plans, Special Provisions, Estimate and required documentation to City and INDOT for review. (95% complete)
- Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate.

***Title and Index Sheets***

- Prepare a Title Sheet that includes the project title, INDOT required data, a project location map, and local signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a legend, and general notes.

***Typical Construction Details***

- Prepare Typical Ramp details to describe the ramps when different than INDOT standard details.
- Add notes with specific requirements about detectable warning plates.
- Prepare details for utility trenching, patching, curbs, curb and gutter, and monolithic curb and sidewalk details as needed.

***Maintenance of Traffic and Erosion Control Typical Details***

- Provide typical details for traffic control at intersections showing typical workzones (1 corner, two corners with one way/two way streets).
- Provide general requirements and restrictions regarding pedestrian accessibility to businesses and residences, and mobility around workzones.
- Provide notes regarding typical use of traffic control and erosion control measures.

***General and Site-Specific Plans (assumes 120 max locations, 48 max as site-specific site plans)***

- Prepare a map exhibit/plan key showing the locations of all improvements and what sheet they can be found on. Locations to be built by typical details will be noted here with the listing of work required to be found in the Summary of Quantities Table.
- Where required, prepare site plan using the GIS mapping provided by the City, and augmented by field measurements by Eagle Ridge.
- When required, prepare a site plan using a surveyor-provided topographic survey.
- On site plans, use plan symbology and patterns to indicate locations of regular sidewalk, sloped walk, landings, ramps, detectable warning plates, including slope direction and approximate slope, if required.
- If needed, provide additional grading or slope information for sidewalks, landings, ramps, curbs,

***Downtown Curb Ramp Assessment and Design – INDOT Des. No. 1400166  
City of Bloomington***

- or gutters.
- Add related work to the site plans including inlets, manholes, utility and casting adjustments, sign resets, mailboxes, etc., where needed.
- Where directed by the City, designed revised layouts of the curb (typically referred to as bulbouts).

***Miscellaneous Summary of Quantities***

- Provide table of miscellaneous quantities to summarize work at all sites.
- Typical work to be identified includes sidewalks, ramps, curbs, curb and gutter, pavement patching, inlet or manholes, casting adjustments, sodding/mulched seeding, and sign or mailbox resets.

***Drainage Design***

*Drainage work on this project is assumed to be limited to simple replacement or adjustment of inlets or manholes to accommodate needed ramp and sidewalk work. Minor relocation and associated pipe work may be required. No hydrologic or hydraulic computations are believed to be necessary for this work, and are not included.*

**DESIGN SUPPORT AND PERMITTING TASKS**

***Specifications / Special Provisions***

- Prepare Recurring Special Provisions Menu and edited Special Provisions.
- Write unique Special Provisions for items not covered by INDOT or if City standards apply. Provide Unique Special Provisions Menu and draft Provisions for review by INDOT at Stage 3.

***Other INDOT-required Documentation and Certifications***

- Prepare Abbreviated Engineer's Report per INDOT procedures.
- Prepare Commitments report.
- Prepare Contract Worksheet
- Prepare Limited Review Certification
- Prepare Quality Assurance Form
- Prepare Level 1 Criteria Checklist
- Prepare Geotechnical Waiver
- Prepare Utility Certification
- Prepare Environmental Consultation Form
- Prepare Traffic Control Plan Checklist
- Prepare Transmittal Letters for Stage 3 and Tracings Submittals
- Obtain Railroad and Right of Way Certifications

***Project Meetings, Field Check***

- Attend up to five coordination and review meetings with City during the project. Tentatively, these are expected to occur at:
  - Project Kickoff
  - Review of the Assessment Results/Determination of Locations to include in design
  - Preliminary design review

- Two others at City's discretion
- Schedule, conduct and prepare minutes for the field check and utility coordination meeting.
- Conduct one site visit/meeting with CBU specifically for their concerns, in addition to the field check, primarily to gain review of storm sewer inlet adjustments.

*Due to the scattered nature of the project locations, and the minor nature of the proposed work, a public meeting is not anticipated for this scope of work.*

### **Permitting**

*It is assumed no formal permitting will be required for the project.*

### **Quantity and Cost Estimates**

- Prepare cost estimate in INDOT's CES software and using INDOT's pay item list.
- Prepare quantity estimates of features shown on plans. Prepare summary table for plans.
- Assemble Quantity Computations for submittal.

### **BIDDING AND CONSTRUCTION SUPPORT TASKS**

- Respond to bidding questions. Prepare documents for an Addendum if necessary.
- Attend Preconstruction Meeting.
- Respond to construction questions as needed to assist in resolution of unforeseen conditions, to clarify design intent, or at City's request.

*This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be negotiated at a later time or contracted separately by the City.*

### **PROJECT ADMINISTRATION AND MANAGEMENT TASKS**

- Perform coordination and management tasks.
- Establish accounting controls with phased budget to monitor project performance.
- Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- Prepare Invoices to City to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to City.
- Develop Project Work Plan and maintain / revise as needed for life of the project.

### **ASSUMPTIONS:**

#### ***Environmental Hazards***

*No environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.*

#### ***Geotechnical Services Not Required***

*It is anticipated that INDOT will not require geotechnical investigations or a pavement designs.*

#### ***Work by City:***

*City to provide GIS mapping in PDF and CADD formats, with content as requested by Eagle Ridge.*

EXHIBIT A-1 DETAILED TASK LIST AND FEE ESTIMATE

**PROJECT FEE ESTIMATE** for Bloomington Planning and Transportation Department  
**Downtown Curb Ramps Assessment and Design** 11/10/2015

TASK	Senior Civil Engineer \$110.00 Hours	Civil Engineer \$90.00 Hours	CADD Technician \$50.00 Hours	Subconsultants At Cost + 5%	Project Expenses At Cost	Totals
<b>Assessment Phase</b>						
Prepare Inspection Form	4					\$440
Obtain City GIS Mapping and Place Intersections on Inspection Forms	2	10				\$1,120
Prepare initial inventory spreadsheet to hold field data	6					\$660
Conduct field review of intersections <i>(up to 120 intersections, 480 corners, 15 min each intersection +tr)</i>	42	46			\$750	\$9,510
Conduct map review for Right of Way limitations, add to spreadsheet	2	4				\$580
Historic Resource Assessment and Report (Weintraut Associates)				\$ 9,470		\$9,944
Coordinate with historian, add results to inventory	4	2				\$620
Develop cost estimating factors	2					\$220
Estimate costs at each intersection, add to inventory	3	16				\$1,770
Score each corner by the approved evaluation scale, Seek City feedback	6	4				\$1,020
Segregate List into Eligible and Ineligible projects	4					\$440
Rank and Prioritize the list, adjust for adjacent projects	4	2				\$620
Determine max budget and identify project list <i>(at \$3,400/corner avg., approx 120 sites)</i>	4					\$440
Assemble and Submit application for Minor Project Section 106 Waiver	8					\$880
Complete Programmatic CE Documentation	8					\$880
<b>Design Phase</b>						
Separate Projects for those requiring Site Designs and those also requiring survey	6					\$660
Conduct Topographic survey (by BRG) - Total is an allowance - contract maximum	4			\$ 7,000		\$7,790
Conduct field work for site designs / Augment mapping <i>(assumes 48 locations, 30 min each + travel)</i>	36	40			\$750	\$8,310
Update existing condition mapping, place on site plan sheets	5	12	12			\$2,230
Prepare Title Sheet	2		4			\$420
Prepare Index/General Notes/Legend/Utility Contacts Sheet	2		4			\$420
Assemble Typical Details Sheet	8	8	12			\$2,200
Obtain City Review and Revise Details as needed	2		4			\$420
Prepare Maintenance of Traffic and Erosion Control Typical Details and Notes	6		8			\$1,060
Prepare Master Map for Plan Sheet Index	4	8	12			\$1,760
Review field sketches and complete tabulated/typical detail designs <i>(assumes 72 locations)</i>	5	12	6			\$1,930
Assemble Site Plan Sheets <i>(assumes up to 48 site plans needed)</i>	2	4	10			\$1,080
Prepare Site Designs <i>(assumes up to 48 site plans needed)</i>	5	24	24		\$100	\$4,010
Additional Design for Bulbouts/Modified Intersections	12		18			\$2,220
Add Grading where needed	2	6	2			\$860
Summary of Quantities	6	14	6			\$2,220
Local Coordination	12					\$1,320
Utility Coordination	12				\$50	\$1,370
Field Check and Utility Coordination Meeting	16				\$200	\$1,960
Coordination Meetings with City (up to 5 assumed)	25				\$350	\$3,100
Coordination with CBU and one site review with Preliminary Plans	12				\$125	\$1,445
Printing Costs for Full Sized Plan Sets, Drafts and City/CBU copies					\$416	\$416
<b>Design Support Tasks / Coordination with INDOT</b>						
Prepare All-Project Commitments Report	3					\$330
Prepare Abbreviated Engineer's Report	3					\$330
Prepare Contract Preparation Document Summary Worksheet	2					\$220
Prepare Limited Review Certification	0.5					\$55
Prepare Quality Assurance Form	1					\$110
Prepare Level One Criteria Checklist	0.5					\$55
Prepare Geotechnical Waiver	0.5					\$55
Prepare Utility Coordination Certification	3					\$330
Prepare Environmental Consultation Form	1					\$110
Prepare Traffic Control Plan Checklist	1					\$110
Prepare Stage 3 and Tracings Transmittal Letters	1					\$110
Prepare Railroad Certification	0.5					\$55
Obtain Right of Way Certification	0.5					\$55
Prepare Unique and Recurring Special Provisions and Menus	6					\$660
Assemble Pay Item List and Quantities	4					\$440
Submit Estimate through INDOT CES portal	3					\$330
Assemble the Quantity Computation Summary	2					\$220
Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups	3		2			\$430
Assembly of ERMS Submittals to INDOT	4					\$440
Respond to INDOT Reviews/Resubmittal of Items	6		4			\$860
Addendum Preparation (if required)	4		4			\$640
Preconstruction Meeting	6				\$100	\$760
Construction Support By Designer (Inspection by others)	12				\$130	\$1,450
<b>Project Management</b>						
Invoices and Progress Reports	4					\$440
Manage Subconsultants	6					\$660
Project Workplan/Management/Accounting Setup	20					\$2,200
<b>Total Hours:</b>	<b>381</b>	<b>212</b>	<b>132</b>	<b>\$16,470</b>	<b>\$2,971</b>	<b>TOTAL</b>
<b>Fee by Classification:</b>	<b>\$41,855</b>	<b>\$19,080</b>	<b>\$6,600</b>	<b>\$17,294</b>	<b>\$2,971</b>	<b>\$87,800</b>

*Downtown Curb Ramp Assessment and Design – INDOT Des. No. 1400166  
 City of Bloomington*

**EXHIBIT B**

**COMPENSATION**

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of \$ 87,800. In the event that additional services are needed, additional compensation will be determined using the following rates:

Senior Civil Engineer	\$115/hour
Civil Engineer	\$90/hour
CADD Technician	\$50/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%*
Mileage Reimbursement	Current IRS Rate

The attached spreadsheet details the fee estimate by task.

**EXHIBIT C**

**ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	November 30, 2015	
Assessment and Project Site Selection Complete	February 2016	
Begin Design Phase	February 2016	
Environmental Document Complete	April 2016	
Preliminary Plans Complete	May 2016	
Field Check/Utility Coordination Meeting	June 2016	
Stage 3 Plans, Specs and Estimate to INDOT	August 26, 2016	INDOT Deadline
Tracings Submittal to INDOT	October 10, 2016	INDOT Deadline
Letting	January 19, 2017	
Construction	April-July 2017	

**EXHIBIT D  
 KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Senior Civil Engineer/Project Manager	Brock Ridgway, P.E.
Civil Engineer/Project Engineer	Michael Tanis, P.E.





**15-102**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**TO AMEND REDEVELOPMENT COMMISSION RESOLUTION 15-16**

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (“RDC”), with the powers and authorities set forth in Indiana Code 36-7-14; and,

WHEREAS, pursuant to those powers and authorities, on May 4, 2015, the Redevelopment Commission approved Resolution 15-16, which awarded Neighborhood Improvements Grants to Arden Place Neighborhood Association (in the amount of \$12,112.00) and to Green Acres Neighborhood Association (in the amount of \$11,165.00); and

WHEREAS, Resolution 15-16 stated that the funding authorizations provided under that Resolution shall expire on December 31, 2015, unless extended by the RDC via an amended resolution; and

WHEREAS, Green Acres Neighborhood Association has received an extension to complete its grant project to May 15, 2016, and Arden Place Neighborhood Association has received an extension to complete its grant project to August 31, 2016; and

WHEREAS, Staff expects that these Neighborhood Improvements Grants will be completed by May 15, 2016 and August 31, 2016, respectively; and

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

1. The Term of Resolution 15-16 shall be extended from December 31, 2015 to September 30, 2016. Resolution 15-16 shall otherwise remain in effect as originally passed.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

**15-103  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**TO AMEND REDEVELOPMENT COMMISSION RESOLUTION 15-17**

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (“RDC”), with the powers and authorities set forth in Indiana Code 36-7-14; and

WHEREAS, pursuant to those powers and authorities, on May 4, 2015, the RDC approved Resolution 15-17, which authorized the Bloomington City Controller to pay Eagle Ridge Civil Engineering Services, LLC (“Eagle Ridge”) no more than \$59,001.60 for preliminary engineering and design services regarding the Black Lumber or “B-Link” Trail; and

WHEREAS, Resolution 15-17 stated, “Unless extended by the RDC via an amended resolution, the authorizations provided under this Resolution shall expire on December 31, 2015”; and

WHEREAS, it is in the best interest of the B-Link Trail Construction Project and the public to keep the contract with Eagle Ridge open until the completion of the construction phase, so that the original engineers can provide any necessary engineering services during the construction phase; and

WHEREAS, on November 2, 2015, the RDC approved Resolution 15-73, which approved the Project Review and Approval Form regarding the B-Link Trail Construction; and

WHEREAS, Resolution 15-73 estimated that the B-Link Trail Construction Project would be completed in September 2016; and

WHEREAS, Staff believes that the B-Link Trail Construction Project will be completed by September 2016; and

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

1. Unless extended by the RDC via an amended resolution, the authorizations provided under Resolution 15-17 shall expire on September 30, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date