

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**June 16, 2015**  
**5:00 p.m.**

**I. ROLL CALL**

**II. READING OF THE MINUTES** – June 1, 2015

**III. EXAMINATION OF CLAIMS** –June 5, 2015 for \$95,360.07

**IV. EXAMINATION OF PAYROLL REGISTERS**–None

**V. NEW BUSINESS** –

**A. RESOLUTION 15-28:** West 2<sup>nd</sup> Street Project Review and Approval Form

**B. RESOLUTION 15-30:** Switchyard Park Project Review and Approval Form

**C. RESOLUTION 15-31:** Determination of No Excess Assessed Value in the Allocation Areas

**VI. BUSINESS/GENERAL DISCUSSION**

**A.** Calendar Changes

**B.** TIF Bond Update

**C.** CTP update

**D.** Showers Garage Building

**VII. ADJOURNMENT**

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET  
on Monday, June 1, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401  
North Morton Street, with John West presiding**

**I. ROLL CALL**

**Commissioners Present:** John West, Katie Birge, Kelly Smith and Sue Sgambelluri

**Commissioners Absent:** Elizabeth Kehoe and David Walter

**Staff Present:** Lisa Abbott, Director and Christina Finley, Housing Specialist

**Others (s) Present:** Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jeff Underwood, Controller; Adam Wason, Deputy Mayor; Dave Nakarado, Resident; Megan Banta, Herald-Times

**II. READING OF THE MINUTES** – Sue Sgambelluri suggested including titles for others present. The May 4, 2015 minutes stated after approval of the bond resolution the next step is to create a spreadsheet. Sue Sgambelluri asked to have the minutes reflect who will create the spreadsheet; Jeff Underwood will create the spreadsheet with input from the Redevelopment Commission. Sue Sgambelluri made a motion to approve the May 4, 2015 minutes with the above correction. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** –Sue Sgambelluri made a motion to approve the claims for May 8, 2015 for \$169,986.27 and May 22, 2015 for \$100,465.10. Katie Birge seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS**–Katie Birge made a motion to approve the payroll registers for May 1, 2015 for \$28,513.55, May 15, 2015 for \$28,546.08, and May 29, 2015 for \$28,353.79. Sue Sgambelluri seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

Director's Report. The director's report and TIF status report was included in the commission packet. Lisa Abbott briefly reviewed the TIF report. John West asked to have a balance for the Redevelopment Fund (444) included on future TIF status reports.

Jeff Underwood distributed a Project Review & Approval Form for acceptance and approval and explained the process. The staff person submitting the form will list the project name, manager, description, time-line, end dates, and financial information by phase. There will be an estimate of the overall project and an estimate for each phase. Some projects will be a single phase while others will have multiple phases. The review form will be attached to a Resolution form. The staff person will attend the meeting to give a presentation of the project. If approved, the resolution only gives authorization to move to the procurement phase; it does not authorize the expenditure of any funds.

Katie Birge asked what happens if the commission does not agree with the amount of the project. Jeff Underwood stated the commission can ask questions after the presentation and request more information. The request can be tabled until the following meeting.

John West stated approving the Project Review & Approval Form resolution does not mean the approval of funding by another resolution will be approved. Jeff Underwood agreed. He explained the purpose of the review form is to get all the information possible at the beginning of the project. Each project will be approved by at least two resolutions and multiple phase projects will have more resolutions. Any changes during the process will have to go back to the commission to have the project review form amended.

The funding process is done by resolution. The resolution will have two attachments. The first attachment will identify the phase, description of the procurement method utilized, a budget comparison and a recommendation of award for contract or purchase order. The second attachment will be the written specification utilized for the procurement process. It will include the funding request and a bid or quote from everyone solicited. The actual bid responses will be available however; the bids will not be included in the commission packets. The project manager will attend the Redevelopment Commission meeting and give a short presentation with a question and answer period to follow.

Jeff Underwood created a Claims Register Cover Letter to attach to the claims register. Lisa Abbott will review and sign all TIF claims submitted. Jeff Underwood will sign the Claims Register Cover Letter which states the all claims have complied with the City's internal claims approval processes. Thomas Cameron, in consultation with Lisa Abbott will also sign the cover letter which states all claims are a permissible use of Tax Increment. Jeff Underwood is working on a Master Project Review Form that will be submitted to the commission once a month. The form will list all projects and their current status. Sue Sgambelluri requested Lisa Abbott's title be listed on the Claims Register Cover letter.

John West asked if there is a payroll approval process similar to the claims approval process. Jeff Underwood stated he approves the entire payroll. The department head certifies the payroll is correct by electronic approval. Lisa Abbott explained the timesheet and payroll process for her department. Jeff Underwood will create a Payroll Register Cover Letter which he will sign before payroll registers are forwarded to the commission for approval. John West requested a Legal and Treasurer's report be added to future agendas.

Jeff Underwood formally requested to allow staff to bring CTP and non-CTP related items to the mid-month Redevelopment Commission meetings. John West requested early notification if the mid-month second meeting is going to be cancelled.

Sue Sgambelluri made a motion to allow CTP and non-CTP related items at the mid-month meeting. Katie Birge seconded the motion. The board unanimously approved.

Jeff Underwood stated he will bring a Master Project List to the Redevelopment Commission soon. The list will give commissioners an idea of the projects and timing as well as their associated budgets. City staff is currently reviewing those projects, updating the information and prioritizing them for the next three years. Switchyard Park could possibly be complete in three years but we are looking at five years on the Bond.

Jeff Underwood reported there is potential to have CATS broadcast the Redevelopment Commission meetings and will bring more information when available.

Thomas Cameron stated Legislature amended the Redevelopment Commission statute to make Jeff Underwood Treasurer. They explicitly put the Redevelopment Commission under the open door and public records law. He reminded the commission that public records are anything filed

with a public agency in any capacity. There is a public access counselor that helps interpret what is public record. Private emails are included as public record if you are acting in an official capacity. Thomas Cameron reviews the public record request. Not all requested information can be produced; for example, social security numbers are confidential by state statute. Lisa Abbott suggested sending a copy of any email related to the Redevelopment Commission to Thomas Cameron.

#### **IV. NEW BUSINESS –**

**A. RESOLUTION 15-20:** To Close Open Redevelopment Commission Resolutions. Lisa Abbott stated this resolution is requesting permission to close Resolutions 09-39, 10-31, 11-27, and 14-05. Resolution 09-39 is the South Rogers Street design contract. We didn't close it because 10-31 is the construction cost and we generally like to close design and construction resolutions at the same time. Resolution 11-27 is the Wapahani project. It has been placed on hold pending the completion of I-69. It has been decided not to go forward with the project associated with Resolution 14-0 which was earnest money for an offering on 601 North Morton Street. The remaining balances on all resolutions will be released and available for other projects.

Sue Sgambelluri made a motion to approve Resolution 15-20. Katie Birge seconded the motion. The board unanimously approved.

**B. RESOLUTION 15-21:** Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington Located Within the Certified Tech Park. Lisa Abbott reported getting close to the end of resolution 14-43 which is for the Certified Tech Park maintenance. Resolution 15-21 is a new maintenance resolution for \$50,000 based on resolution 14-43. Instead of taking maintenance from Downtown TIF increment in the 440 account it will come from the 444 Redevelopment Fund. We will no longer use increment for maintenance in the Certified Tech Park. We will close out resolution 14-43 even though there is still a remaining balance.

Katie Birge made a motion to approve Resolution 15-21. Sue Sgambelluri seconded the motion. The board unanimously approved.

**C. RESOLUTION 15-22:** To Amend Redevelopment Commission Resolution 13-30. Resolution 13-30 authorized the purchase of the Triple C Corporation property for the Switchyard Park. There is a remaining balance of \$406,776.46 which is the amount we will pay to the owner when he vacates the property. Resolution 13-30 has been amended to state unless extended by the Redevelopment Commission via an amended resolution, the authorizations provided under Resolution 13-30 shall expire on the earlier of (1) Triple C Corporation's vacation of the Property, or (2) December 31, 2016.

Katie Birge made a motion to approve Resolution 15-22. Sue Sgambelluri seconded the motion. The board unanimously approved.

**D. RESOLUTION 15-23:** To Amend Redevelopment Commission Resolution 13-36. Resolution 13-36 authorized the expenditure of not more than \$9,000 from the bond fund for the ALTA Survey performed by Bledsoe Riggert and Guerrettaz, Inc., and for related title search costs from John Bethel Title Company, Inc. Resolution 13-36 is being amended to include an expiration date of July 31, 2015.

Sue Sgambelluri made a motion to approve Resolution 15-23. Katie Birge seconded the motion. The board unanimously approved.

**E. RESOLUTION 15-24:** To Amend Redevelopment Commission Resolution 13-39. Resolution 13-39 authorized the expenditure of not more than \$23,000 from the Bond Fund for legal services from Ice Miller LLP regarding the Certified Tech Park. An expiration date of January 31, 2016 has been added to Resolution 13-39.

Katie Birge made a motion to approve Resolution 15-24. Sue Sgambelluri seconded the motion. The board unanimously approved.

**F. RESOLUTION 15-25:** To Amend Redevelopment Commission Resolution 14-10. Resolution 14-10 authorized the City of Bloomington to expend monies from the Bond fund for appraisals of the Development Parcels and for other expense related to the disposal of the Development Parcels. An expiration date of January 31, 2016 has been added to Resolution 14-10.

Katie Birge made a motion to approve Resolution 15-25. Sue Sgambelluri seconded the motion. The board unanimously approved.

**G. RESOLUTION 15-26:** To Amend Redevelopment Commission Resolution 14-20. Resolution 14-20 awarded a contract to Eagle Ridge Civil Engineering Services for the Certified Technology Park Phase I Program. An expiration date of July 31, 2015 has been added to Resolution 14-20. However, the resolution had a typo; it stated the expiration was on July 31, 2016.

Sue Sgambelluri made a motion to accept Resolution 15-26 as corrected with the expiration on July 31, 2015. Katie Birge seconded the motion. The board unanimously approved.

**H. RESOLUTION 15-27:** To Amend Redevelopment Commission Resolution 14-44. Resolution 14-44 authorized the City of Bloomington to use funds from the Bond for costs associated with the vacation of right-of-way in the Certified Tech Park. This has been changed in two ways. 1. Added an expiration date of December 31, 2015 and 2. The not-to-exceed amount is amended from \$2,000 to \$750.00 because we now have an agreement with a specific amount.

Katie Birge made a motion to approve Resolution 15-27. Sue Sgambelluri seconded the motion. The board unanimously approved.

**I. RESOLUTION 15-29:** Approval of Project Review and Approval Form regarding the Service Garage at 613 North Morton. Danise Alano-Martin stated we are seeking approval to seek quotes to stabilize the roof of the historic Service Garage. She stated there has been interest in the property. The roof has areas that are caving in due to broken trusses. Roof supports need to be replaced. Barry Collins, the Facility Director and Nancy Hiestand, Historic Preservation Officer and other engineers from the HAND staff have looked at the building and estimated what they believe stabilization will cost. The project isn't intended to replace the entire roof; only replace those items in immediate need and put supports in place that will stabilize the roof. The goal will be to disturb as little as possible to preserve the historic façade of the building and make sure the next owner has every opportunity available to maximize their historic tax credit potential. Danise Alano-Martin explained staff will get quotes, award the contract, through a future commission

approval, then stabilize and clean up the site. Barry Collins estimates 4-6 weeks to complete construction after the contract is awarded.

John West stated he understands there is interest in the property however, there isn't anything in writing and we are attempting to stabilize a building that may or may not get purchased. John West would prefer to see a purchase agreement and make it contingent upon the City stabilizing the roof. Danise Alano-Martin stated we have not yet publicly noticed the building for sale and need to get appraisals before a purchase price can be negotiated. The statutory process for property transfer does present obstacles for this situation of needing to stabilize the roof. Jeff Underwood stated we do have a serious investor in the building however, if the building collapses prior to a purchase that option is gone. He believes it is worth the investment. Lisa Abbott mentioned that Alano-Martin and staff's first exploration was examining how to provide access to the potential buyer to allow them to do the work, but the statutory property transfer process presented an obstacle to that approach. Lisa Abbott reminded the commission that the resolution is not authorizing any funding, only the ability to move forward with the project and seek bids.

Katie Birge made a motion to approve Resolution 15-29. Sue Sgambelluri seconded the motion. The board unanimously approved.

## **VII. BUSINESS/GENERAL DISCUSSION**

**A.** CTP update. Danise Alano-Martin distributed a CTP working draft report. The Administration Building was noticed for sale in 2014. Staff is targeting initiating the closing process on the Administration Building should by September 2015. There is a possibility the closing will include lot 6 and 7 or just lot 7; the two parcels north of the Administration Building. However, we still need to get appraisals on those lots (which the commission previously approved funding for). Thomas Cameron and Greg Small are working on a draft for the notice of offering for the two parcels north of the Administration Building and when finalized, it will come to the commission for approval.

The Dimension Mill/Kiln is working out to currently be part of the big RFP. CBRE will have a meeting with one of the proposers soon.

Danise Alano-Martin reported with the exception of 10<sup>th</sup> Street right-of-way vacation, because we are still defining those boundaries, staff is ready to go to the Board of Public Works which is the first step in the process to vacate the right-of-ways in the Certified Tech Park.

The field work for the additional survey work for the 10<sup>th</sup> Street realignment and infrastructure project is finished and a draft will be completed soon. Danise Alano-Martin stated that the monthly progress meetings with consultant Anderson+Bohlander show the project proceeding on schedule. Included in their work is building in a capacity for energy innovation in the future, as development occurs.

There will be a final public hearing for the EPA Brownfield Assessment Grant on June 22, 2015 at 1:30 p.m. The meeting will recap the work we have done and discuss next steps. We will be giving a final report to the EPA potentially in July or August 2015.

John West requested a field trip to the service garage.

## **VIII. ADJOURNMENT**

The meeting adjourned at 7:10 p.m.

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date



**MARK KRUZAN**  
**MAYOR**

CITY OF BLOOMINGTON

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

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

CONTROLLER'S OFFICE

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Claims Register Cover Letter

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

---

City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 5-22-15 to 6-5-15. 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 5-22-15 to 6-5-15 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 05/26/15 - 06/05/15

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>										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
421 - Centerstone Of Indiana, INC	JHSSF-5/20/15	15-JHSS Funding Agreement - balance of	Paid by EFT # 7409		05/26/2015	05/26/2015	06/05/2015		06/05/2015	2,697.70
4935 - Genoa Healthcare Of Indiana, INC	Reimb-5/26/15	15-JHSS Funding Agreement - BPD	Paid by EFT # 7431		05/26/2015	05/26/2015	06/05/2015		06/05/2015	2,085.58
1618 - Shalom Community Center, INC	ExpApril2015	15-JHSS Funding Agreement -expenses	Paid by EFT # 7511		05/26/2015	05/26/2015	06/05/2015		06/05/2015	899.80
								Account 53960 - Grants Totals	Invoice Transactions 3	\$5,683.08
								Program 150500 - Housing Totals	Invoice Transactions 3	\$5,683.08
<b>Program 151000 - Neighborhood</b>										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	3264168142	15-Neighborhood Office Supplies - Bloomington	Paid by EFT # 7523		05/26/2015	05/26/2015	06/05/2015		06/05/2015	126.28
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$126.28
								Program 151000 - Neighborhood Totals	Invoice Transactions 1	\$126.28
								Department 15 - HAND Totals	Invoice Transactions 4	\$5,809.36
								Fund 101 - General Fund Totals	Invoice Transactions 4	\$5,809.36
<b>Fund 250 - CDBG</b>										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
504 - Bloomington Housing Authority	W12th-485/2015	15-BHA renovation of 1220-1226 W 12th -PI Walker#230520	Paid by Check # 10392		05/26/2015	05/26/2015	06/05/2015		06/05/2015	24,180.12
4770 - Jackey D Frye	Walker#230520	15-CDBG Manufactured Housing Rehab for 750 152	Paid by Check # 10393		05/26/2015	05/26/2015	06/05/2015		06/05/2015	3,495.00
4770 - Jackey D Frye	750Walker-51315	15-E.H.R. - for 750 S. Walker Lot 23	Paid by Check # 10393		05/26/2015	05/26/2015	06/05/2015		06/05/2015	3,115.00
74 - Life Designs, Inc	CITY215-IN	15-CDBG Life Design Replacement Window	Paid by Check # 10394		05/26/2015	05/26/2015	06/05/2015		06/05/2015	6,562.25
74 - Life Designs, Inc	CITY315-IN	15-CDBG Life Design Replacement Window	Paid by Check # 10394		05/26/2015	05/26/2015	06/05/2015		06/05/2015	6,689.76
74 - Life Designs, Inc	CITY415-IN	15-CDBG Life Design Replacement Window	Paid by Check # 10394		05/26/2015	05/26/2015	06/05/2015		06/05/2015	6,562.25
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 6	\$50,604.38
								Program 150000 - Main Totals	Invoice Transactions 6	\$50,604.38
								Department 15 - HAND Totals	Invoice Transactions 6	\$50,604.38
								Fund 250 - CDBG Totals	Invoice Transactions 6	\$50,604.38
<b>Fund 254 - HOME</b>										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
930 - Bloomington Restorations, INC	8234th-5/18/15	15-HOME CHDO for 823 W 4th Street-Inv.	Paid by EFT # 41		05/26/2015	05/26/2015	06/05/2015		06/05/2015	5,839.60
223 - Duke Energy	5350368901515	15-HOME-2105 Susie St-monthly elec chgs, 4/12-	Paid by Check # 5405		05/26/2015	05/26/2015	06/05/2015		06/05/2015	11.46
686 - Habitat For Humanity of Monroe County, INC	2012Rogers-#4	15-Homebuyer Assistance for Habitat	Paid by EFT # 42		05/26/2015	05/26/2015	06/05/2015		06/05/2015	7,256.87

686 - Habitat For Humanity of Monroe County, INC	2107Rockport-#4	15-Homebuyer Assistance for Habitat	Paid by EFT # 42	05/26/2015	05/26/2015	06/05/2015	06/05/2015	5,365.55
686 - Habitat For Humanity of Monroe County, INC	2103Rockport-#4	15-HOME Funds for Homebuyer Assistance	Paid by EFT # 42	05/26/2015	05/26/2015	06/05/2015	06/05/2015	6,523.44
686 - Habitat For Humanity of Monroe County, INC	2016Rogers-#5	15-HOME Funds for Homebuyer Assistance	Paid by EFT # 42	05/26/2015	05/26/2015	06/05/2015	06/05/2015	6,323.56
1709 - John Bethell Title Company, INC	53-52964	15-HOME Misc Admin for DeCastro OOR	Paid by Check # 5406	05/26/2015	05/26/2015	06/05/2015	06/05/2015	319.13
193 - Barry A Kern	119	15-HOME OOR	Paid by Check # 5407	05/26/2015	05/26/2015	06/05/2015	06/05/2015	750.00
1077 - Wegener Construction, INC	SusleSt-5/14/15	15-HOME Misc Admin for 2105 Susle Street	Paid by EFT # 43	05/26/2015	05/26/2015	06/05/2015	06/05/2015	387.00

Account 53990 - Other Services and Charges Totals	Invoice Transactions 9	\$32,776.61
Program 150000 - Main Totals	Invoice Transactions 9	\$32,776.61
Department 15 - HAND Totals	Invoice Transactions 9	\$32,776.61
Fund 254 - HOME Totals	Invoice Transactions 9	\$32,776.61

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

4559 - Daniel L Niederman	MO-Reimburse	15-Housing Counseling-Reverse Mortgages Conf	Paid by EFT # 7486	05/26/2015	05/26/2015	06/05/2015	06/05/2015	284.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$284.00
		Program 150002 - Housing Counseling Totals				Invoice Transactions 1		\$284.00

Program 150006 - Special Projects  
 Account 53990 - Other Services and Charges

53125 - Mr. Copy, INC	29111	15-Special Project-Historic Preservation	Paid by Check # 60601	05/26/2015	05/26/2015	06/05/2015	06/05/2015	27.23
11841 - NR Hiller Design, INC	4447-B-TW	15-Special Projects - Gifts for Cake Contest	Paid by Check # 60605	05/26/2015	05/26/2015	06/05/2015	06/05/2015	62.48
98 - Spectrum Studio, INC	9800	15-Cake Contest Ad for Old House Expo	Paid by Check # 60620	05/26/2015	05/26/2015	06/05/2015	06/05/2015	65.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 3		\$154.71
		Program 150006 - Special Projects Totals				Invoice Transactions 3		\$154.71

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

421 - Centerstone Of Indiana, INC	Renters-May 2015	15-Shelter Plus Care Grant -May 2015	Paid by EFT # 7409	05/26/2015	05/26/2015	06/05/2015	06/05/2015	3,246.00
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$3,246.00
		Program 150009 - 2002 Shelter Plus Care Totals				Invoice Transactions 1		\$3,246.00
		Department 15 - HAND Totals				Invoice Transactions 5		\$3,684.71
		Fund 256 - Special Grants Totals				Invoice Transactions 5		\$3,684.71

Fund 445 - TIF - Adams  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges

3626 - United Consulting Engineers, Inc	12405-24	15-2nd/Weimer Project Adams TIF-3/31-4/30/15	Paid by Check # 60628	05/26/2015	05/26/2015	06/05/2015	06/05/2015	2,485.01
		Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		\$2,485.01
		Program 150000 - Main Totals				Invoice Transactions 1		\$2,485.01
		Department 15 - HAND Totals				Invoice Transactions 1		\$2,485.01
		Fund 445 - TIF - Adams Totals				Invoice Transactions 1		\$2,485.01
		Grand Totals				Invoice Transactions 25		\$95,360.07

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/5/2015	Sp Utility Cks Claims				95,360.07
					<u>95,360.07</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 \$ 95,360.07.

Dated this 2 day of JUNE year of 20 15.

*Katherine A. King*

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**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
6/5/2015	Sp Utility Cks Claims				95,360.07
					<del>95,360.07</del>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of ~~95,360.07~~ 95,360.07

Dated this 2nd day of June year of 2015.

\_\_\_\_\_ Sue Jamboloni \_\_\_\_\_  
 \_\_\_\_\_

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
6/5/2015	Sp Utility Cks Claims				95,360.07
					<u>95,360.07</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 95,360.07 claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 95,360.07.

Dated this 2<sup>nd</sup> day of June 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 \_\_\_\_\_

**15-28  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND SUPPLEMENTAL AGREEMENT FOR  
CONSULTING SERVICES BETWEEN THE CITY OF BLOOMINGTON AND  
UNITED CONSULTING FOR WATER VAULT DESIGN FOR THE  
WEST BLOOMFIELD ROAD (WEST 2<sup>ND</sup> STREET) AND  
ROLLING RIDGE WAY 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 an economic development area known as the “Adams Crossing Economic Development Area”; and,

WHEREAS, since the Adams Crossing Economic Development Area was created, the Adams Crossing Economic Development Area has been expanded (“Adams Crossing TIF”) 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 reimburse the City for expenditures made by it for local public improvements and to directly pay expenses incurred by the RDC for local public improvements; and,

WHEREAS, in Resolution 10-11, the Redevelopment Commission found that the pedestrian access and transportation improvements between Patterson Drive and Twin Lakes Recreation Center/Weimer Road (“West Bloomfield Road Improvements”) serve a valid public purpose, and authorized the use of TIF funds to construct the West Bloomfield Road Improvements; and,

WHEREAS, pursuant to the authorizations contained in Resolution 10-11, the City entered into an Agreement for Consulting Services with United Consulting on March 1, 2012, in an amount not to exceed \$400,100.00, which is attached to this Resolution as Exhibit A; and,

WHEREAS, also pursuant to the authorizations contained in Resolution 10-11, the City entered into a Supplemental Agreement for Consulting Services with United Consulting on April 22, 2014, in an amount not to exceed \$400,100.00, which is attached to this Resolution as Exhibit B; and,

WHEREAS, United Consulting initiated its work on the West Bloomfield Road improvements to include a roundabout for the intersection at Weimer Road and West Bloomfield Road, but the project was modified to create a new intersection at Rolling Ridge Way and West Bloomfield Road; and,

WHEREAS, the not to exceed amounts for Exhibits A and B are identical, as United Consulting modified the services to accommodate the project change while maintaining the not to exceed amount established in the initial Agreement for Consulting Services; and,

WHEREAS, the RDC, by its Resolution 15-15, affirmed its finding that the West Bloomfield Road Improvements serve a valid public purpose, and affirmed its authorization for the use of TIF funds to construct the West Bloomfield Road Improvements; and,

WHEREAS, the remaining obligation regarding the design of the West Bloomfield Road improvements to be paid to United Consultants pursuant to Exhibits A and B, is \$21,122.76; and

WHEREAS, the current available balance of the funding authorized by Resolution 10-11 is \$452,418.28; and,

WHEREAS, the Planning and Transportation Department (“Department”) needs the services of a consultant to design water vault improvements (“Service”); and,

WHEREAS, United Consulting proposes to perform the Service for \$2,000.00; and,

WHEREAS, the proposed Second Supplemental Agreement for Consulting Services with United Consulting, in an amount not to exceed \$2,000.00, is attached hereto and incorporated into this Resolution as Exhibit C; and,

WHEREAS, the Department has requested the RDC authorize the use of tax increment for this Service which will complete the design portion of the West Bloomfield Road improvements.

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

1. The RDC approves the Project, as set forth in more detail in the attached Project Review & Approval Form (Exhibit D), and finds that it has a valid public purpose.
2. The RDC finds the Service—which is Phase III of the Project Review & Approval Form—is an appropriate use of tax increment and finds that the above described Service serves the public’s best interests.

3. The RDC hereby approves the Second Supplemental Agreement for Consulting Services with United Consulting in an amount not to exceed \$2,000.00 as provided herein.
4. The RDC hereby approves payment of an amount not to exceed \$2,000.00 from the 446 Fund for the Service herein described, to be payable in accordance with the terms of the Second Supplemental Agreement for Consulting Services, which has been attached to this Resolution as Exhibit C.
5. The authorizations under this Resolution shall expire on December 31, 2015, unless extended by the RDC prior to that date.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date

**PROJECT NAME: Bloomfield Road (2nd Street) & Weimer Road Design**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 1<sup>st</sup> day of March, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and United Consulting (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to plan and design various roadway, sidepath, trail, and pedestrian tunnel improvements at the intersection of Bloomfield Road (2<sup>nd</sup> Street) and Weimer Road; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including topographic survey, geotechnical investigation, asbestos inspection, regulatory permits, utility coordination, road design, signal design, tunnel design, retaining wall design, parking lot design, public information meeting, right-of-way engineering, right-of-way staking, and bidding phase services, as well as preparing the needed reports, assessments, plans, permit applications, specifications, and cost estimates, which shall be hereinafter referred to as "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:

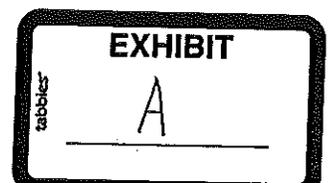
**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Engineering Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A 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 Justin Wykoff, Manager of Engineering, Department of Public Works (hereinafter referred to as "Wykoff") to serve as the Board's representative for the project. Wykoff 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, 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 **Four Hundred Thousand One Hundred Dollars (\$400,100.00)**. 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 Exhibit A, 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.

**A. 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.

**B. 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, Estimated Project 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, Key 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. Exhibit E, Certificates of Insurance, is attached hereto and incorporated herein by reference as though fully set forth.

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. 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  
Department of Public Works  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47401

Consultant:

Mr. Dave Richter, President  
United Consulting  
1625 North Post Road  
Indianapolis, IN 46219

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 Employees' 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 F, affirming that Consultant does not knowingly employ and unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any 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 City obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City 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 City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Consultant. If the City terminates the Agreement, the Consultant or its subcontractor is liable to the City 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 City.

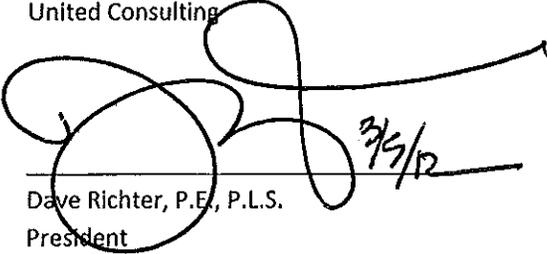
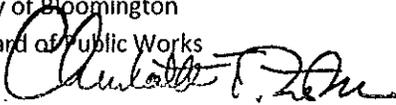
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

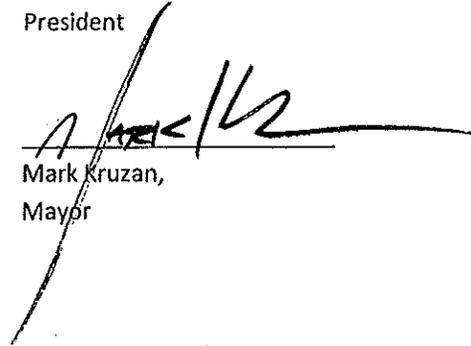
City of Bloomington  
Board of Public Works

United Consulting

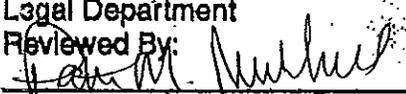


By: \_\_\_\_\_  
Charlotte Zietlow  
President

\_\_\_\_\_  
Dave Richter, P.E., P.L.S.  
President

By:  \_\_\_\_\_  
Mark Krusan,  
Mayor

 \_\_\_\_\_  
Michael A. Rowe, P.E.  
Vice President

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:   
DATE: 3-1-2012

***Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design***  
***Exhibits A-D***  
***City of Bloomington***

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

**GENERAL**

The following scope of services describes the tasks and assumptions that apply to the work of Consultant to design the recommended improvements to the intersection of Bloomfield Road (2<sup>nd</sup> Street) and Weimer Road, as a locally-funded construction project.

The estimated Compensation and Estimated Project Schedule are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board". Information regarding assumptions or conditions of this scope is typically in italicized text.

**SCOPE OF WORK**

**Topographic Survey**

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.

Board Provide names and addresses of property owners and utility customers in project area.

- ◆ Contact the utility locator services including Indiana Underground to have utilities marked.
- ◆ Conduct a topographic route survey of the project area in accordance with requirements of the Survey Manual, Location Surveys, Indiana State Highway Commission.
- ◆ Complete topographic mapping and digital terrain model following accepted procedures and format.
- ◆ Prepare project survey book in accordance with INDOT requirements. Establish two control points to be used for construction grade and location control and put in the mapping. Provide all reference point, alignment notes, and benchmark data in electronic format for ready adoption into the plan set.
- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, as approved by City Engineer.

**R/W and Property Research**

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel/property data on the mapping, including located monuments or corners and apparent or verified property lines, and recorded easements. Show adjacent property owners on the plans.
- ◆ Reestablish the survey centerline from previous records of the road, or establish one following accepted procedures.
- ◆ Prepare and record a Route Survey Plat, if required by the Board.

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design**  
**Exhibits A-D**  
**City of Bloomington**

**Geotechnical Investigations**

- ◆ Conduct a site assessment of existing slopes and provide recommendations for needed slope stabilization in the event that slopes are to be cut back for road realignment. Identify likely scope of work for excavation of slopes to include general rock characteristics, construction methods and design considerations.
- ◆ Conduct coordination and permitting activities as necessary to gain Board and Monroe County, Indiana approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with in-situ soils. Sample soil in accordance with typical INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per Board and Monroe County, Indiana requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Provide distances to fixed features for each.
- ◆ Prepare Soils Report following INDOT standards. Provide an analysis of the soils potential use as a roadway subbase or pipe backfill material. Provide recommendation for use of underdrains.

**Asbestos Investigation**

- ◆ Conduct site visit to any/all buildings to be demolished.
- ◆ Take samples of all materials known to contain asbestos within each building, at the spacing required per the Indiana Design Manual.
- ◆ Perform tests on samples and record data.
- ◆ Complete an Asbestos Report for each building
- ◆ If asbestos is found, add appropriate quantities and associated unit prices to estimate, as well as the appropriate special provisions to the Agreement documents.

**Other Data Collection**

- BOARD Provide a map of GIS data including edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and the most recent aerial photography.
- ◆ Obtain Floodway and Floodplain mapping and add to survey mapping.
  - ◆ Request previous plans for 2<sup>nd</sup> Street and Weimer Road from Board and INDOT. Review/compare with survey and mapping data.

**Utility Coordination**

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design**

**Exhibits A-D**

**City of Bloomington**

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Compare utility-provided information with survey data.
- ◆ Conduct a Field Check/Utility Coordination Meeting on site to discuss future project and relocation issues/challenges.
- ◆ Prepare a summary of anticipated utility conflicts and reimbursable status, if known.
- ◆ Request verification of their facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT’s Utility Coordination procedures.
- ◆ Review Utilities’ relocation plans for consistency with road plans. Submit relocation plans to Board with recommendation. Add relocation plans to the Plans as appropriate.

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

**Plan Preparation**

- ◆ Prepare Construction Plans - Typical plan set to include:
 

○ Title Sheet – Owner, Project Title, Location Map	1 sheet
○ General Notes and Legend, Sheet Index, Utility Contacts	1 sheet
○ Typical Cross Sections and Construction Details	2 sheets
○ Maintenance of Traffic	7 sheets
○ Erosion Control	6 sheets
○ Plan and Profiles	6 sheets
○ Intersection Detail with Spot Elevations	1 sheet
○ Construction Details	4 sheets
○ Retaining Wall Plan and Details	2 sheets
○ Pedestrian Tunnel Details	3 sheets
○ Guardrail Plans and Summary Table	1 sheets
○ Sign and Pavement Marking Plans	4 sheets
○ Sign Summary Table	2 sheet
○ Landscaping/Tree Planting Plan	2 sheet
○ Miscellaneous Quantity Tables	1 sheet
○ Road/Pavement Summary of Quantities	1 sheet
○ Structure Data Table	1 sheet
○ Pipe Material Sheet/ Underdrain tables	2 sheet
○ <u>Cross Sections on 50' intervals, and at crossing structures</u>	<u>30 sheets</u>
<b>Estimated Total Sheets</b>	<b>77 Sheets.</b>

- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

**Milestone Submittals**

- ◆ Submit Preliminary Plans to BOARD for review and comment.
- ◆ Schedule field check, send plans to required parties, Conduct field check and publish meeting minutes.
- ◆ Submit plat exhibits and legal descriptions for Board to complete appraisals and determine "Offer to Purchase".

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design  
Exhibits A-D  
City of Bloomington**

- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to BOARD.
- ◆ Complete Bid Tabulations for each Bidder, and make recommendation to award to lowest qualified, responsible Bidder.

**Road and General Design**

- ◆ Perform road and intersection design in accordance with accepted INDOT procedures. Prepare layout of roadways, approaches, curb and lane configurations, and islands.
- ◆ Prepare Superelevation designs including transitions and required diagrams.
- ◆ Prepare design of sidewalks/sidepaths or bike lanes as designated by the BOARD.

**Plan and Profile Sheets**

- ◆ Prepare Plan and Profile sheets for the entire project area.

**Title and Index Sheets**

- ◆ Prepare a Title Sheet that includes the project title Board designated numbers and descriptions, a project location map, and signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

**Right of Way Design, Engineering, and Staking**

- ◆ Design proposed permanent and temporary rights-of way and show on Plan and Profiles.
- ◆ Conduct sight distance computations and design right of way needs to meet requirements.

BOARD Order Title Work for previous 20 years for each parcel, up to a maximum of 10 parcels.

- ◆ Prepare up to 11 plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way. Submit plats and legal descriptions for BOARD's use in obtaining property.

BOARD Complete initial appraisals for each parcel, up to a maximum of 11 parcels.

BOARD Complete review appraisals for each parcel above \$10,000 in value, up to a maximum of 11 parcels.

- ◆ Stake parcels for needed right-of-way when requested by BOARD, up to a maximum of 11 parcels staked.

BOARD Perform recording, approve offer to purchase, negotiation and buying services / condemnations.

**Grading Plan**

- ◆ Prepare Grading Plan for intersections and ditches as needed for clarity. Place on Plan and Profile or Intersection Detail sheet if clear.

**Maintenance of Traffic Coordination and Design**

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design****Exhibits A-D****City of Bloomington**

- ◆ Through coordination with Board and Monroe County, Indiana representatives, determine maintenance of traffic scheme for the project and provide details or notes in plans.
- ◆ Prepare sheets showing the maintenance of traffic scheme for the project. Project phasing, adjacent road closures, and temporary signs will be presented on these plans.

**Erosion Control Design**

- ◆ Show temporary erosion control measures on these sheets.
- ◆ Complete the required Storm Water Pollution Prevention Plan (SWPPP) and submit to the Monroe County Soils and Water Conservation District.

**Typical Cross Sections & Pavement Design**

- ◆ Prepare Pavement Designs for approval by Board in accordance with INDOT procedures. Anticipated pavement sections include a full depth HMA pavement and an HMA overlay design for mainlines.
- ◆ Prepare Typical Cross Section details to describe the pavement treatments.
- ◆ Prepare details for patching and curb and gutter details as needed.

**Construction Details**

- ◆ Prepare details only for features that are non-INDOT standard.

**Guardrail Design**

- ◆ Prepare design and details for new roadside guardrail along Bloomfield Road (2<sup>nd</sup> Street), as needed above existing waterway culvert. *These guardrails to be a standard traffic-rated rail with end treatments in accordance with INDOT requirements.*

**Parking Lot Details**

- ◆ Prepare plan and details for parking lot IAW the Indiana Design Manual and the Board standards.

**Pedestrian Tunnel Details**

- ◆ Prepare plan and details for pedestrian tunnel under Bloomfield Road (2<sup>nd</sup> Street), including its wingwalls and required linear retaining walls.

**Retaining Wall Details**

- ◆ Prepare plan and details for retaining walls if found to be needed to minimize/eliminate proposed right-of-way. *Walls are assumed to be short enough for a non-reinforced design.*

**Lighting Design**

- ◆ Prepare design of proposed lighting IAW the Indiana Design Manual and the Board standards.
- ◆ Prepare a Lighting Plans, Details and Summary Sheet that lists new and existing light on this project.

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design**  
**Exhibits A-D**  
**City of Bloomington**

**Sign and Pavement Marking Design**

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets. IAW the Indiana Manual on Uniform Traffic Control Devices.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs in this project.

**Drainage Design**

- ◆ Design culverts and storm sewers and overall project site drainage in accordance with the INDOT's Hydraulic Guidelines dated November 1993. Layout storm sewer system. Prepare hydrologic and hydraulic computations showing the design flow for proposed storm sewers. Prepare inlet spacing computations.
- ◆ Review site for poorly draining areas and include drainage infrastructure to them.
- ◆ Prepare structure notes for the Plan and Profiles and Structure Data tables.
- ◆ Design Underdrains and provide an Underdrain Table if recommended in soils report.
- ◆ Submit drainage design to CBU for review and approval.

**Miscellaneous Summary of Quantities**

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, sodding, sidewalk, curbs where needed to clarify requirements.

**Road Summary of Quantities**

- ◆ Provide tables that summarize paving work on the project. Pavements shall be in accordance with the approved Pavement Design, along with applicable INDOT and Board Road Standards.

**Cross Sections**

- ◆ Provide Cross Sections at 50' intervals, at connecting drives and approaches and at drainage crossing structures. Non-crossing drainage features may be shown at the nearest cross sections. Show pavement treatments and earthwork quantities as appropriate.

**DESIGN SUPPORT AND PERMITTING TASKS**

**Special Provisions**

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for materials, construction requirements, and basis for payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if Board standards apply. Provide Special Provisions Menu and attachments as required by INDOT.

**Project Meetings, Field Check, and Public Meetings**

- ◆ Attend up to two plan review and coordination meetings with Board during the project.

**Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design**

**Exhibits A-D**

**City of Bloomington**

- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting.
- ◆ Conduct meetings with stakeholders as directed by BOARD. *(Note that only one of these meetings is assumed)*
- ◆ Prepare and Conduct one public meeting. *A full formal public hearing is not required.*

BOARD Plan, schedule and publish notices and invitations to public meetings.

BOARD Assist in the planning and scheduling of interest group meetings.

*This scope assumes a maximum of four meetings at a half-day each plus a field check / utility coordination meeting and one public meeting.*

**IDEM – Rule 5 Erosion Control Permitting**

- ◆ Show Erosion Control Plan in the form of plan sheets and technical specifications. Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review. Resubmit as needed to obtain MCSWCD approval. Seek approval based on the entire project area.
- ◆ Publish public notice in Bloomington Herald-Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM under “Rule 5” requirements.

**Coordination with Monroe County Highway Department**

- ◆ Submit plans at each submittal to Monroe County, Indiana for review and coordination.
- ◆ Meet with Monroe County, Indiana up to two times during the design of the project.

**Quantity and Cost Estimates**

- ◆ Prepare cost estimate for use in Bid evaluation.
- ◆ Prepare cost estimates in Oman Systems’ “BidTabsPlus” and INDOT’s pay item list.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.

**Earthwork Calculations**

- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.

**BIDDING SUPPORT TASKS**

- ◆ **Submit Tracings.** Prepare plans on reproducible stock and on compact disk in AutoCAD format. Submit complete set of Special Provisions in hard copy and in DOC format and Cost Estimate in hardcopy and in

**Bloomfield Road (2<sup>nd</sup> Street) & Welmer Road Design**

**Exhibits A-D**

**City of Bloomington**

BidTabsPlus format.

- ◆ Respond to questions from bidders. Prepare documentation for inclusion in an Addendum (by Board) if necessary.

Board Publish advertisement to bidders, receive, open and process bid packages.

- ◆ Attend preconstruction meeting.

**Project Management**

- ◆ Set up project in accounting software for tracking, job cost recording, and for invoicing.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

**ASSUMPTIONS:**

***Environmental Hazards***

*No known environmental hazard or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work has not been included in the Agreement.*

***Traffic Counts***

*It is assumed that the Board will provide any needed traffic and accident data.*

***Land Rights / Rights of Entry***

*It is assumed that the study area will be accessible to Consultant given a reasonable effort to notify property owners of the nature and timing of the work.*

***Land Acquisition Services***

*It is assumed the Board will conduct its own right-of-way acquisition activities, including APAs (if required), Appraisals, Review Appraisals, negotiating and buying right-of-way, and any required relocations and/or condemnations (if required).*

***Construction Inspection***

*This scope does not include construction observation services, which are expected to be required by the Board as part of their typical project requirements.*

***Board Owned Utilities Design***

*Per initial coordination with CBU, there are no specific utility improvements that they are requesting be included in this project. The scope therefore does not include work on sanitary sewers or watermains.*

**EXHIBIT B**

**COMPENSATION**

This task is to be conducted on a lump sum basis with an agreed Maximum Cost of **\$400,100**. In the event that additional services are needed, additional compensation will be determined by mutual agreement of the Consultant and Board for each anticipated required task:

◆	Topographic Survey	\$ 44,600
◆	Geotechnical Investigation	\$ 14,000
◆	Asbestos Inspection	\$ 3,200
◆	Regulatory Permits	\$ 6,500
◆	Utility Coordination	\$ 12,400
◆	Road Design and Plans	\$ 176,300
◆	Retaining Wall Design and Plans	\$ 5,200
◆	Parking Lot Design and Plans	\$ 13,800
◆	Lighting Design and Plans	\$ 18,200
◆	Public Information Meeting	\$ 7,500
◆	Bidding Phase Service	\$ 6,500
◆	Small Structure and Retaining Wall Design and Plans	\$ 60,000
◆	Right-of-Way Engineering (11 parcels)	\$ 27,500
◆	Right-of-Way Staking (11 parcels)	\$ 4,400

**EXHIBIT C**

**ESTIMATED PROJECT SCHEDULE**

<b>MILESTONE</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed with Preliminary Engineering and Design	March 7, 2012	
Survey and Mapping Complete	April 6, 2012	
Geotechnical Engineering Complete	May 6, 2012	
Preliminary Plans (50%)	May 13, 2012	BOARD Review
Field Check and Utility Coordination Meeting	May 21, 2012	
Right of Way Acquisition	May-September 2012	By BOARD
Tracings (100%)	July 5, 2012	BOARD Review Required
Advertisement	July 12, 2012	
Bid Date	August 3, 2012	

**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 Board.

<b><u>Position / Responsibility</u></b>	<b><u>Name</u></b>
Project Team Leader	Jeromy Richardson, P.E.
Project Manager	William R. Curtis, P.E.
Project Engineer	Brian J. Pierson, P.E.
Project Engineer	Heather E. Kilgour, P.E.
Design Engineer	Caleb C. Ross, E.I.
CAD Designer	John F. Nimz
Survey Manager	Timothy J. Coomes, P.L.S.
Right-of-Way Manager	Devin L. Stettler, MPL, AICP

***Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design  
Exhibits A-D  
City of Bloomington***

**EXHIBIT E  
CERTIFICATES OF INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 02/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (317) 353-8000 Fax: (317) 351-7149 <b>WALKER &amp; ASSOCIATES INSURANCE</b> PO BOX 19445 7364 EAST WASHINGTON STREET INDIANAPOLIS IN 46219	CONTACT NAME: <b>Angie Cook</b> PHONE (AC, No, Ext): <b>(317) 363-8000</b> FAX (AC, No): <b>(317) 351-7149</b> EMAIL ADDRESS: <b>angie@walkeragcy.com</b> PRODUCER CUSTOMER ID: <b>1581</b>
INSURED <b>UNITED CONSULTING</b> 1626 N. POST ROAD INDIANAPOLIS IN 46219-1995	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Indiana Insurance Company</b> NAIC # <b>22659</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 64041 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PSR LTR	TYPE OF INSURANCE	ADOL SNR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	BOP4866690	11/01/11	11/01/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000
							MED. EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA4866689	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CU8810204	11/01/11	11/01/12	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8889004	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 CITY OF BLOOMINGTON, ITS BOARD OF PUBLIC WORKS, AND IT'S OFFICERS; CITY OF BLOOMINGTON, ITS DEPARTMENT OF PUBLIC WORKS, AND IT'S EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER  CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS CITY HALL AT SOWERS 401 N MORTON STREET BLOOMINGTON, IN 47401 Attention:	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Angie Cook
--	---

**CERTIFICATE OF INSURANCE**

DATE 02/23/12

<b>PRODUCER</b>  PROFESSIONAL DESIGN INSURANCE MANAGEMENT CORPORATION P.O. BOX 501130 INDIANAPOLIS, IN 46250 Phone: (317) 570-6945 Fax: (317) 579-6410		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b>  United Consulting 1625 N. Post Road Indianapolis, IN 46219-1995		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY A RLI Insurance Company LETTER			
		COMPANY B LETTER			
		COMPANY C LETTER			
		COMPANY D LETTER			
COMPANY E LETTER					
<b>COVERAGES</b> THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITION OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED. EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$ STATUTORY \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER LIABILITY				\$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
A	OTHER PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> ARCHITECTS AND ENGINEERS <input type="checkbox"/>	RDP0005753	12/22/2011	12/22/2012	\$2000000 LIMIT EACH CLAIM AND \$2000000 IN THE AGGREGATE.
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS					
<b>CERTIFICATE HOLDER</b>  City of Bloomington Department of Public Works City Hall at Sowers 401 N. Morton St. Bloomington, IN 47401				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.	
ACORD 25-S (1/95)				AUTHORIZED REPRESENTATIVE  <i>Loni Burton</i>	

EXHIBIT F

AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

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

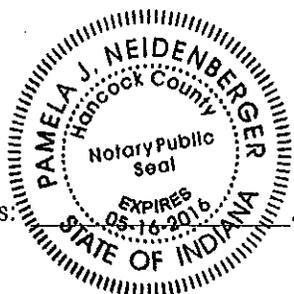
1. The undersigned is the VICE PRESIDENT of UNITED CONSULTING.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - is a subcontractor on a contract to provide services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

Michael Rowe  
Signature

MICHAEL ROWE  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Hancock )

Before me, a Notary Public in and for said County and State, personally appeared Michael Rowe and acknowledged the execution of the foregoing this 5<sup>th</sup> day of March, 2012.



Pamela J. Neidenberger  
Notary Public's Signature

Pamela J. Neidenberger  
Printed Name of Notary Public

My Commission Expires:

PROJECT NAME: Bloomfield Road (2nd Street) & Weimer Road Design

SUPPLEMENTAL AGREEMENT FOR CONSULTING SERVICES

This Supplemental Agreement, entered into on this 22<sup>nd</sup> day of April, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and United Consulting (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to modify the original Agreement date March 1, 2012 to services engaging in efforts to plan and design various roadway, signalization, sidepath, and parking lot at the intersection of Bloomfield Road (2<sup>nd</sup> Street) and Rolling Ridge Way and;

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including topographic survey, geotechnical investigation, asbestos inspection, regulatory permits, utility coordination, road design, signal design, parking lot design, right-of-way engineering, right-of-way staking, and bidding phase services, as well as preparing the needed reports, assessments, plans, permit applications, specifications, and cost estimates, 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 to revisions to the original agreement dated March 1, 2012 as follows:

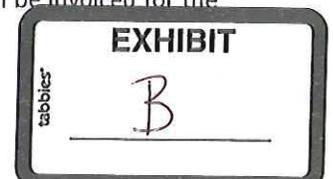
**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Supplemental Agreement and shall complete the Services as described in Exhibit A 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 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 original agreement amount of **Four Hundred Thousand One Hundred Dollars (\$400,100.00)**. 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.



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 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 Supplement 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 Supplemental 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.

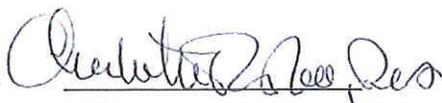
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first written above.

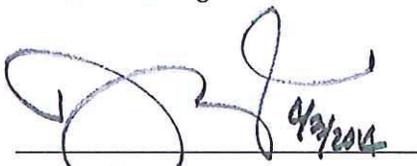
Owner

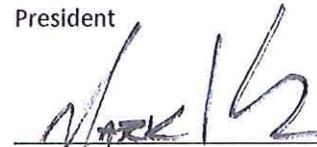
Consultant

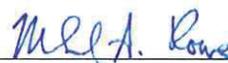
City of Bloomington  
Board of Public Works

United Consulting

By:   
Charlotte Zietlow  
President

  
Dave Richter, P.E., P.L.S.  
President

By:   
Mark Kruzan,  
Mayor

  
Michael A. Rowe, P.E.  
Vice President

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:   
DATE: 4-15-14

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**EXHIBIT A  
SCOPE OF ENGINEERING SERVICES**

**GENERAL**

The following scope of services describes the tasks and assumptions that apply to the work of United Consulting (United) to design the recommended improvements to the intersection of Bloomfield Road (2<sup>nd</sup> Street) and Rolling Ridge Way, as a locally-funded construction project. The scope assumes that the project developing the improvements to Bloomfield Road and Weimer Road is cancelled. The Scope of Work in Exhibit A is amended to read as presented in the following sections.

The amended estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (♦), the responsibilities of City are designated by statements beginning with "City". Information regarding assumptions or conditions of this scope is typically in italicized text.

**SCOPE OF WORK**

**Topographic Survey**

- ♦ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- City Provide names and addresses of property owners and utility customers in project area.
- ♦ Contact the utility locator services including Indiana Underground to have utilities marked.
- ♦ Conduct a topographic route survey of the project area in accordance with requirements of the Survey Manual, Location Surveys, Indiana State Highway Commission.
- ♦ Complete topographic mapping and digital terrain model following accepted procedures and format.
- ♦ Prepare project survey book in accordance with INDOT requirements. Establish two control points to be used for construction grade and location control and put in the mapping. Provide all reference point, alignment notes, and benchmark data in electronic format for ready adoption into the plan set.
- ♦ Provide traffic control as necessary to complete survey work in accordance with accepted standards, as approved by City Engineer.

**R/W and Property Research**

- ♦ Collect relevant property information including plat mapping and last deeds of record.
- ♦ Identify apparent existing right-of-way on the topographic mapping.
- ♦ Place parcel/property data on the mapping, including located monuments or corners and apparent or verified property lines, and recorded easements. Show adjacent property owners on the plans.
- ♦ Reestablish the survey centerline from previous records of the road, or establish one following accepted procedures.
- ♦ Prepare and Record a Route Survey Plat, if required by the City.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**Geotechnical Investigations**

- ◆ Conduct a site assessment of existing slopes and provide recommendations for needed slope stabilization in the event that slopes are to be cut back for road realignment. Identify likely scope of work for excavation of slopes to include general rock characteristics, construction methods and design considerations.
- ◆ Conduct coordination and permitting activities as necessary to gain City and County approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with in-situ soils. Sample soil in accordance with typical INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per City and County requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Provide distances to fixed features for each.
- ◆ Prepare Soils Report following INDOT standards. Provide an analysis of the soils potential use as a roadway subbase or pipe backfill material. Provide recommendation for use of underdrains.

**Asbestos Investigation**

- ◆ Conduct site visit to any/all buildings to be demolished.
- ◆ Take samples of all materials known to contain asbestos within each building, at the spacing required per the Indiana Design Manual.
- ◆ Perform tests on samples and record data.
- ◆ Complete an Asbestos Report for each building
- ◆ If asbestos is found, add appropriate quantities and associated unit prices to Estimate, as well as the appropriate Special Provisions to the contract documents.

**Other Data Collection**

- CITY Provide a map of GIS data including edges of pavement, contours with elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and the most recent aerial photography.
- ◆ Obtain Floodway and Floodplain mapping and add to survey mapping.
- ◆ Request previous plans for 2<sup>nd</sup> Street and Weimer Road from City and INDOT. Review/compare with survey and mapping data.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**Utility Coordination**

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Compare utility-provided information with survey data.
- ◆ Conduct a Field Check/Utility Coordination Meeting on site to discuss future project and relocation issues/challenges.
- ◆ Prepare a summary of anticipated Utility Conflicts and Reimbursable Status, if known.
- ◆ Request verification of their facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT’s Utility Coordination procedures.
- ◆ Review Utilities’ relocation plans for consistency with road 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.

**Plan Preparation**

- ◆ Prepare Construction Plans - Typical plan set to include:
 

○ Title Sheet – Owner, Project Title, Location Map	1 sheet
○ General Notes and Legend, Sheet Index, Utility Contacts	1 sheet
○ Typical Cross Sections and Construction Details	2 sheet
○ Maintenance of Traffic	5 sheets
○ Erosion Control	5 sheets
○ Plan and Profiles	1 sheet
○ Intersection Detail with Spot Elevations	1 sheet
○ Construction Details	10 sheets
○ Pedestrian Bridge Details	3 sheets
○ Sign and Pavement Marking Plans	1 sheet
○ Signal Details	1 sheet
○ Miscellaneous Quantity Tables	1 sheet
○ Road/Pavement Summary of Quantities	1 sheet
○ Structure Data Table	1 sheet
○ <u>Cross Sections</u>	<u>8 sheets</u>
<b>Estimated Total Sheets</b>	<b>42 sheets</b>
- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

**Milestone Submittals**

- ◆ Submit Preliminary Plans to CITY for review and comment.
- ◆ Schedule Field Check, Send Plans to required parties, Conduct Field Check and Publish Meeting Minutes.
- ◆ Submit plat exhibits and legal descriptions for City to complete appraisals and determine “Offer to Purchase”.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to CITY.
- ◆ Complete Bid Tabulations for each Bidder, and make recommendation to award to lowest qualified, responsible Bidder.

**Road and General Design**

- ◆ Perform Road and Intersection design in accordance with accepted INDOT procedures.
- ◆ Prepare Design of sidewalks/sidepaths or bike lanes as designated by the CITY.

**Plan and Profile Sheets**

- ◆ Prepare Plan and Profile sheets for the entire project area.

**Title and Index Sheets**

- ◆ Prepare a Title Sheet that includes the project title City designated numbers and descriptions, a project location map, and signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

**Right of Way Design, Engineering, and Staking**

- ◆ Design proposed permanent and temporary rights-of way and show on Plan and Profiles.
  - ◆ Conduct sight distance computations and design right of way needs to meet requirements.
- CITY Order Title Work for previous 20 years for each parcel, up to a maximum of 10 parcels.
- ◆ Prepare up to 2 plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way. Submit plats and legal descriptions for CITY's use in obtaining property.
- CITY Complete initial Appraisals for each parcel, up to a maximum of 2 parcels.
- CITY Complete Review Appraisals for each parcel above \$10,000 in value, up to a maximum of 2 parcels.
- ◆ Stake parcels for needed right-of-way when requested by CITY, up to a maximum of 2 parcels staked.
- CITY *Perform recording, approve offer to purchase, negotiation and buying services / condemnations.*

**Grading Plan**

- ◆ Prepare Grading Plan for intersections and ditches as needed for clarity. Place on Plan and Profile or Intersection Detail sheet if clear.

**Maintenance of Traffic Coordination and Design**

- ◆ Through coordination with City and County representatives, determine maintenance of traffic scheme for the project and provide details or notes in plans.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

- ◆ Prepare sheets showing the maintenance of traffic scheme for the project. Project phasing, adjacent road closures, and temporary signs will be presented on these plans.

**Erosion Control Design**

- ◆ Show temporary erosion control measures on these sheets.
- ◆ Complete the required Storm Water Pollution Prevention Plan (SWPPP) and submit to the Monroe County Soils and Water Conservation District.

**Typical Cross Sections & Pavement Design**

- ◆ Prepare Pavement Designs for approval by City in accordance with INDOT procedures. Anticipated pavement sections include a full depth HMA pavement and an HMA overlay design for mainlines.
- ◆ Prepare Typical Cross Section details to describe the pavement treatments.
- ◆ Prepare curb and gutter details as needed.

**Construction Details**

- ◆ Prepare details only for features that are non-INDOT standard.

**Parking Lot Details**

- ◆ Prepare plan and details for parking lot IAW the Indiana Design Manual and the City standards.

**Small Structure**

- ◆ A field inspection and report prepared as part of this contract will determine if the existing structure can be reused for the proposed project.
- ◆ Prepare repair details and specifications for the reuse of the stone arch culvert at approximately Sta. 85+75 and 75' LT.

**Sign and Pavement Marking Design**

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets based on the Indiana Manual on Uniform Traffic Control Devices.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs in this project.

**Drainage Design**

- ◆ Review site for poorly draining areas and include drainage infrastructure to them.
- ◆ Submit drainage design to CBU for review and approval.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**Miscellaneous Summary of Quantities**

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, sodding, sidewalk, curbs where needed to clarify requirements.

**Road Summary of Quantities**

- ◆ Provide tables that summarize paving work on the project. Pavements shall be in accordance with the approved Pavement Design, along with applicable INDOT and City Road Standards.

**Cross Sections**

- ◆ Provide Cross Sections at 50' intervals. Show pavement treatments and earthwork quantities as appropriate.

**DESIGN SUPPORT AND PERMITTING TASKS**

**Special Provisions**

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if City standards apply. Provide Special Provisions Menu and attachments as required by INDOT.

**Project Meetings, Field Check, and Public Meetings**

- ◆ Attend up to two plan review and coordination meetings with DPW during the project.
- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting.

*This scope assumes a maximum of three meetings at a half-day each plus a field check / utility coordination meeting and one public meeting.*

**IDEM – Rule 5 Erosion Control Permitting**

- ◆ Show Erosion Control Plan in the form of plan sheets and technical specifications. Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review. Resubmit as needed to obtain MCSWCD approval. Seek approval based on the entire project area.
- ◆ Publish Public Notice in Bloomington Herald-Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM under “Rule 5” requirements.

**Quantity and Cost Estimates**

- ◆ Prepare cost estimate for use in Bid evaluation.

**Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

- ◆ Prepare cost estimates in Oman Systems' "BidTabsPlus" and INDOT's pay item list.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.

**Earthwork Calculations**

- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.

**BIDDING SUPPORT TASKS**

- ◆ **Submit Tracings.** Prepare plans on reproducible stock and on compact disk in AutoCAD format. Submit Complete Set of Special Provisions in hard copy and in DOC format and Cost Estimate in hardcopy and in BidTabsPlus format.
- ◆ Respond to questions from bidders. Prepare documentation for inclusion in an Addendum (by City) if necessary.

City Publish advertisement to bidders, receive, open and process bid packages.

- ◆ Attend Preconstruction Meeting.

**Project Management**

- ◆ Set up project in accounting software for tracking, job cost recording, and for invoicing.
- ◆ 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.

**Contingency Services**

- ◆ Contingency Services will be completed based on written direction by the City.

**ASSUMPTIONS**

**Environmental Hazards**

*No known environmental hazard or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work has not been included in the Agreement.*

**Traffic Counts**

*It is assumed that the City will provide any needed traffic and accident data.*

***Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design***

***Exhibits A-D***

***City of Bloomington***

***Land Rights / Rights of Entry***

*It is assumed that the study area will be accessible to UNITED given a reasonable effort to notify property owners of the nature and timing of the work.*

***Land Acquisition Services***

*It is assumed the City will conduct its own right-of-way acquisition activities, including APAs (if required), Appraisals, Review Appraisals, negotiating and Buying right-of-way, and any required relocations and/or condemnations (if required).*

***Construction Inspection***

*This scope does not include construction observation services, which are expected to be required by the City as part of their typical project requirements.*

***City Owned Utilities Design***

*Per initial coordination with CBU, there are no specific utility improvements that they are requesting be included in this project. The scope therefore does not include work on sanitary sewers or watermains.*

Redevelopment Commission Resolution 15-28, Exhibit B

*Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design*  
*Exhibits A-D*  
*City of Bloomington*

EXHIBIT B

COMPENSATION

This task is to be conducted on a Lump Sum basis with an agreed Maximum Cost of \$400,100. The tasks include fees completed to date on the original scope and necessary fees for the scope revisions. In the event that additional services are needed, additional compensation will be determined by mutual agreement of the consultant and City for each anticipated required task:

Scope:	Original Compensation	Compensation Invoiced:	Supplemental Fees:	Revised Total:
Topographic Survey	\$ 44,600	\$ 44,600.00	\$ 5,800.00	\$ 50,400.00
Geotechnical Investigation	\$ 14,000	\$ 10,300.00		\$ 10,300.00
Asbestos Inspection	\$ 3,200	\$ -	\$ 3,200.00	\$ 3,200.00
Regulatory Permits	\$ 6,500	\$ -	\$ 8,100.00	\$ 8,100.00
Utility Coordination	\$ 12,400	\$ 2,480.00	\$ 11,500.00	\$ 13,980.00
Road Design and Plans	\$ 176,300	\$ 127,877.18	\$ 55,000.00	\$ 182,877.18
Retaining Wall Design and Plans	\$ 5,200	\$ 3,380.00		\$ 3,380.00
Parking Lot Design and Plans	\$ 13,800	\$ 6,900.00	\$ 15,200.00	\$ 22,100.00
Lighting Design and Plans	\$ 18,200	\$ 1,820.00		\$ 1,820.00
Public Information Meeting	\$ 7,500	\$ -	\$ -	\$ -
Bidding Phase Services	\$ 6,500	\$ -	\$ 6,500.00	\$ 6,500.00
Small Structure and Wall Design	\$ 60,000	\$ 42,000.00	\$ 18,000.00	\$ 60,000.00
Right-of-Way Engineering (13 parcels)	\$ 27,500	\$ 23,750.00	\$ 4,500.00	\$ 28,250.00
Right-of-Way Staking (2 parcels)	\$ 4,400	\$ -	\$ 800.00	\$ 800.00
Landscaping Design and Plans	\$ -	\$ -	\$ 6,290.00	\$ 6,290.00
Contingency Services	\$ -	\$ -	\$ 2,102.82	\$ 2,102.82
<b>TOTAL:</b>	<b>\$ 400,100</b>	<b>\$ 263,107.18</b>	<b>\$ 136,992.82</b>	<b>\$ 400,100</b>

Redevelopment Commission Resolution 15-28, Exhibit B  
*Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield  
Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design*  
*Exhibits A-D*  
*City of Bloomington*

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	April 16, 2014	
Survey and Mapping Complete	April 30, 2014	
Preliminary Plans (50%)	June 18, 2014	CITY Review
Field Check and Utility Coordination Meeting	July 2, 2014	
Right of Way Acquisition	July-September 2014	By CITY
Tracings (100%)	July 15, 2014	CITY Review Required
Advertisement No. 1	July 20, 2014	
Advertisement No. 2	July 27, 2014	
Bid Date	August 12, 2014	
Award	August 26, 2014	

***Supplemental Agreement: Bloomfield Road (2<sup>nd</sup> Street) & Weimer Road Design revised to Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design***

***Exhibits A-D***

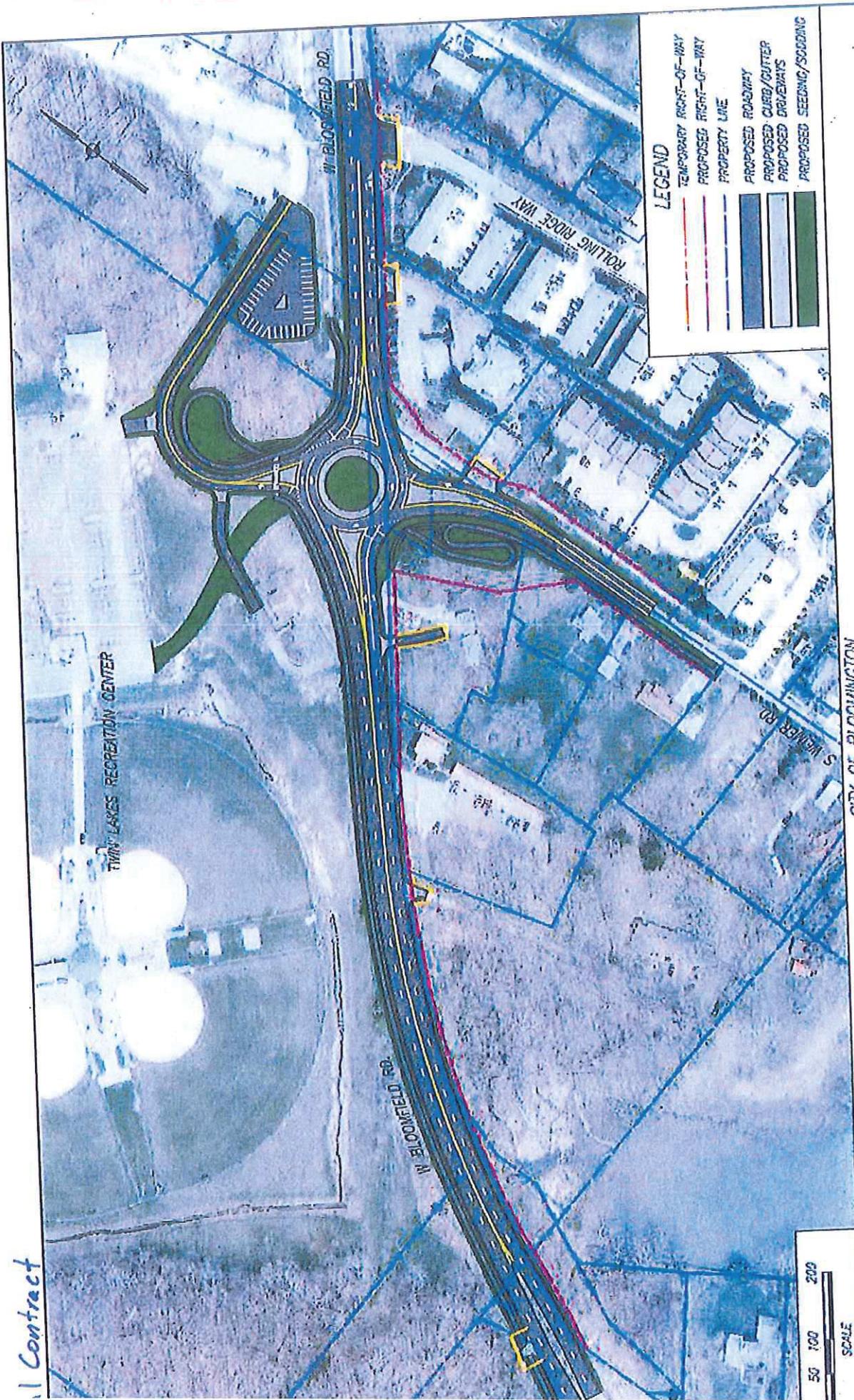
***City of Bloomington***

**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.

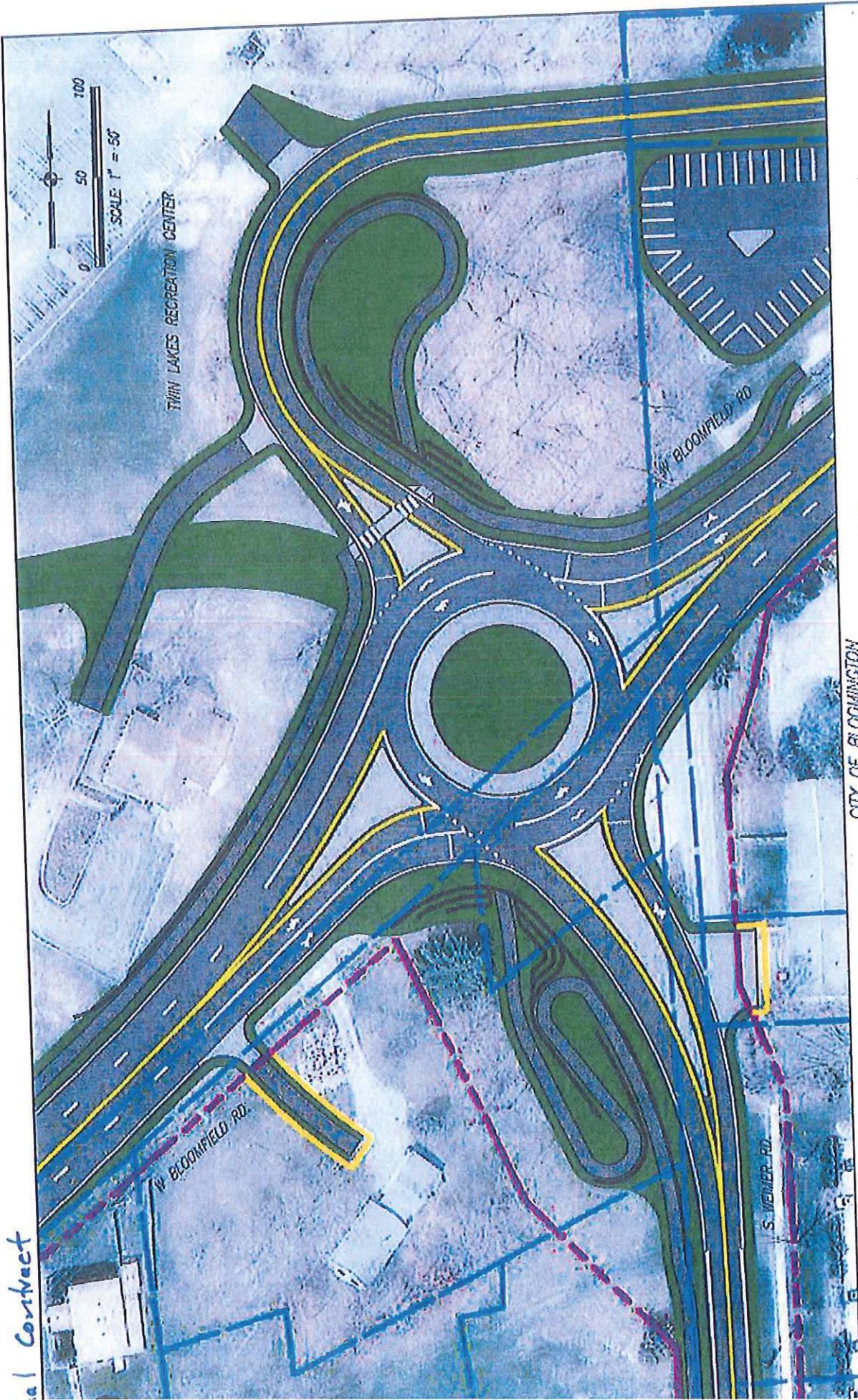
<b><u>Position / Responsibility</u></b>	<b><u>Name</u></b>
Project Team Leader	Jeromy Richardson, P.E.
Project Manager	William R. Curtis, P.E.
Project Engineer	John R. Stocks, P.E.
Project Engineer	Heather E. Kilgour, P.E.
Design Engineer	Caleb C. Ross, E.I.
CAD Designer	John F. Nimz
Survey Manager	Timothy J. Coomes, P.L.S.
Right-of-Way Manager	Devin L. Stettler, MPL, AICP

1 Contract



CITY OF BLOOMINGTON  
W. BLOOMFIELD RD. & WEIMER RD. INTERSECTION IMPROVEMENTS

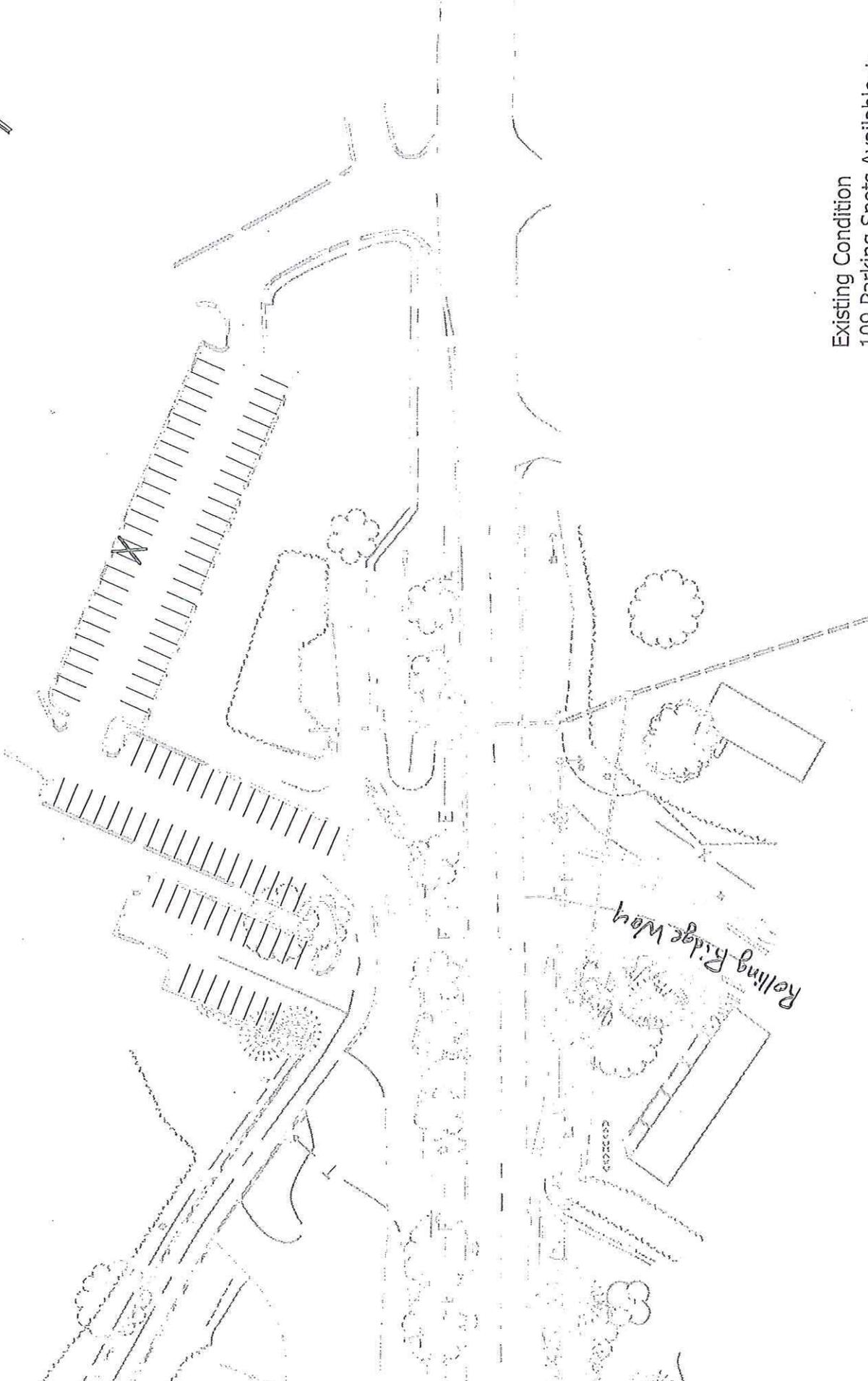
ROUNDABOUT INTERSECTION LAYOUT



CITY OF BLOOMINGTON  
W. BLOOMFIELD RD. & VEIMER RD. INTERSECTION IMPROVEMENTS

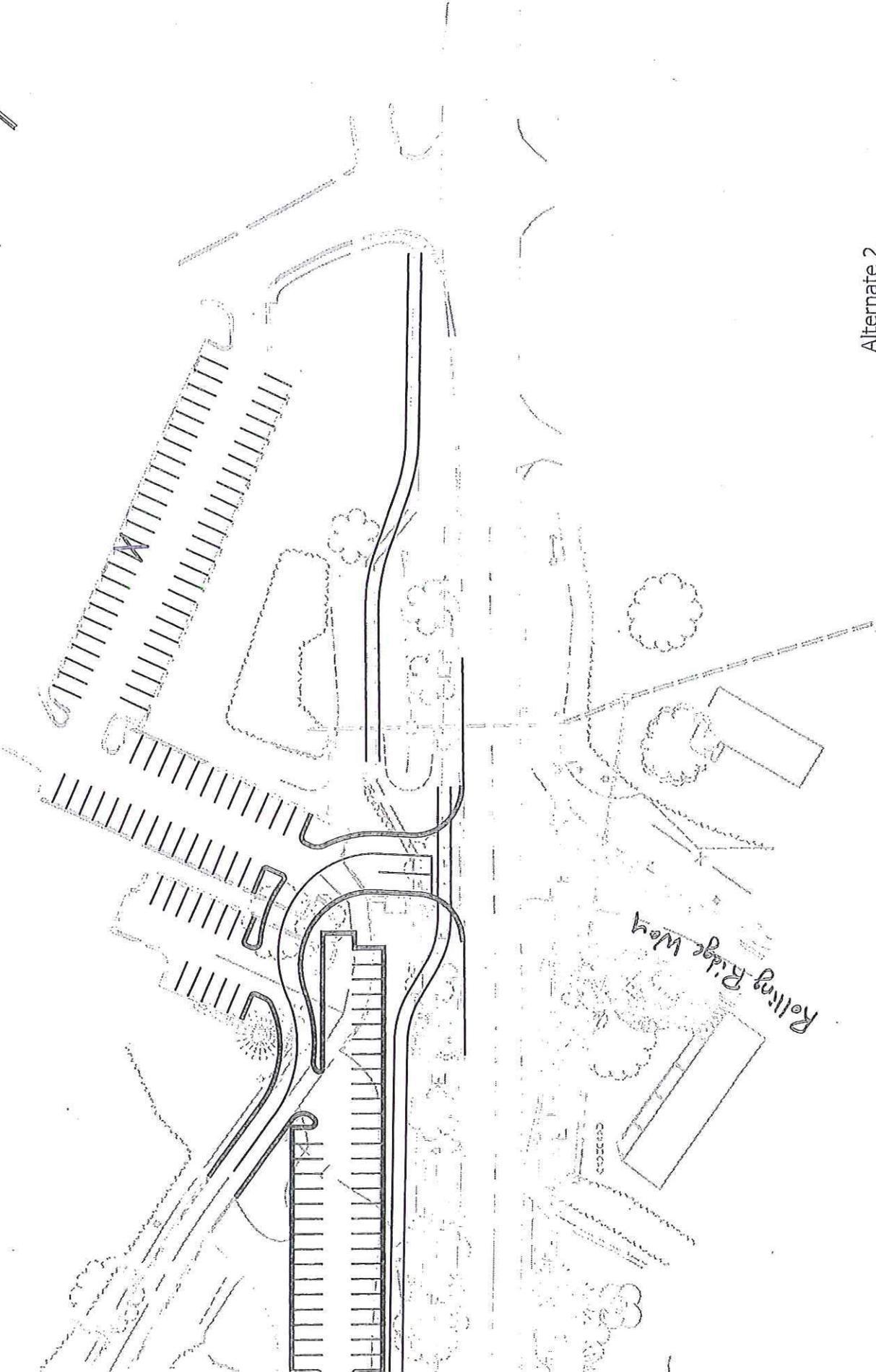
ROUNDABOUT INTERSECTION LAYOUT

al Contact



Existing Condition  
 109 Parking Spots Available +  
 Gravel Lot

Proposed Change of Scope



Alternate 2  
138 Parking Spots Available

**PROJECT NAME: Bloomfield Road (2nd Street) & Rolling Ridge Way Design**

**SECOND SUPPLEMENTAL AGREEMENT FOR CONSULTING SERVICES**

This Supplemental Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and United Consulting (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to modify the supplemental Agreement dated April 22, 2014 to include services: **designing a structural slab to span over the existing manhole cap of the water vault; 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 to revisions to the supplemental agreement dated April 22, 2014 as follows:

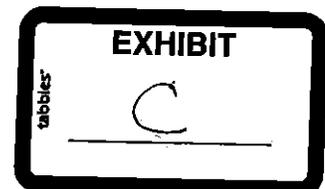
**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Supplemental Agreement and shall complete the Services as described in Exhibit A 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 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 for this supplemental agreement, including fees and expenses, shall represent an increase of **Two Thousand Dollars (\$2,000.00)** for a total not to exceed **Four Hundred and Two Thousand, One Hundred (\$402,100.00)**. 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.



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 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 Supplement 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 Supplemental 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.

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

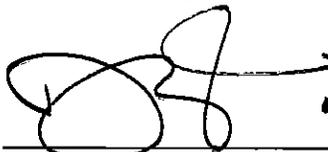
Owner

Consultant

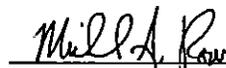
City of Bloomington  
Board of Public Works

United Consulting

By: \_\_\_\_\_  
Charlotte Zietlow  
President

 5/10/15  
\_\_\_\_\_  
Dave Richter, P.E., P.L.S.  
President

By: \_\_\_\_\_  
Mark Kruzan,  
Mayor

  
\_\_\_\_\_  
Michael A. Rowe, P.E.  
Vice President

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: Jackie Moore  
DATE: 6.2.15

**Supplemental Agreement No. 2: Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**EXHIBIT A  
SCOPE OF ENGINEERING SERVICES**

**GENERAL**

The following scope of services describes the tasks and assumptions that apply to the work of United Consulting (United) to design the recommended improvements to the intersection of Bloomfield Road (2<sup>nd</sup> Street) and Rolling Ridge Way, as a locally-funded construction project. The scope assumes that the project developing the improvements to Bloomfield Road and Weimer Road is cancelled. The Scope of Work in Exhibit A is amended to read as presented in the following sections.

The amended estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (♦), the responsibilities of City are designated by statements beginning with "City". Information regarding assumptions or conditions of this scope is typically in italicized text.

**SCOPE OF WORK**

**Manhole Vault Design Retrofit**

- Design a structural slab to span over the existing manhole cap of the water vault. The structural slab will not be rigidly attached to the existing structure and will be supported on sleeper slab footings on each side of the existing manhole. The structural slab will be designed to carry applicable pedestrian loads and a vehicle loading as specified by the City. The slab will be designed to accommodate an entrance cover meeting current City specifications. The existing vault will not be replaced and will be reused in the current condition. The existing manhole cover will be removed to make room for the new cover.

**Supplemental Agreement No. 2: Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design****Exhibits A-D****City of Bloomington****EXHIBIT B****COMPENSATION**

This task is to be conducted on a Lump Sum basis with an agreed Maximum Cost of **\$402,100**. The tasks include fees completed to date on the original scope and necessary fees for the scope revisions. In the event that additional services are needed, additional compensation will be determined by mutual agreement of the consultant and City for each anticipated required task:

Scope:	Original Compensation	Compensation Invoiced:	Supplemental No 1 Fees:	Supplemental No. 2 Fees:	Revised Total:
Topographic Survey	\$ 44,600	\$ 44,600.00	\$ 5,800.00		\$ 50,400.00
Geotechnical Investigation	\$ 14,000	\$ 10,300.00			\$ 10,300.00
Asbestos Inspection	\$ 3,200	\$ -	\$ 3,200.00		\$ 3,200.00
Regulatory Permits	\$ 6,500	\$ -	\$ 8,100.00		\$ 8,100.00
Utility Coordination	\$ 12,400	\$ 2,480.00	\$ 11,500.00		\$ 13,980.00
Road Design and Plans	\$ 76,300	\$ 127,877.18	\$ 55,000.00		\$ 182,877.18
Retaining Wall Design and Plans	\$ 5,200	\$ 3,380.00			\$ 3,380.00
Parking Lot Design and Plans	\$ 13,800	\$ 6,900.00	\$ 15,200.00		\$ 22,100.00
Lighting Design and Plans	\$ 18,200	\$ 1,820.00			\$ 1,820.00
Public Information Meeting	\$ 7,500	\$ -	\$ -		\$ -
Bidding Phase Services	\$ 6,500	\$ -	\$ 6,500.00		\$ 6,500.00
Small Structure and Wall Design	\$ 60,000	\$ 42,000.00	\$ 18,000.00		\$ 60,000.00
Right-of-Way Engineering (13 parcels)	\$ 27,500	\$ 23,750.00	\$ 4,500.00		\$ 28,250.00
Right-of-Way Staking (2 parcels)	\$ 4,400	\$ -	\$ 800.00		\$ 800.00
Landscaping Design and Plans	\$ -	\$ -	\$ 6,290.00		\$ 6,290.00
Contingency Services	\$ -	\$ -	\$ 2,102.82		\$ 2,102.82
Manhole Vault Structural Slab				\$ 2,000.00	\$ 2,000.00
<b>TOTAL:</b>	<b>\$ 400,100</b>	<b>\$ 263,107.18</b>	<b>\$ 136,992.82</b>	<b>\$ 2,000.00</b>	<b>\$ 402,100.00</b>

**Supplemental Agreement No. 2: Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**

**Exhibits A-D**

**City of Bloomington**

**EXHIBIT C**

**ESTIMATED PROJECT SCHEDULE**

<b>MILESTONE</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed with Preliminary Engineering and Design	April 16, 2014	
Survey and Mapping Complete	April 30, 2014	
Preliminary Plans (50%)	June 18, 2014	CITY Review
Field Check and Utility Coordination Meeting	July 2, 2014	
Right of Way Acquisition	July-September 2014	By CITY
Tracings (100%)	TBD	CITY Review Required
Advertisement No. 1	TBD	
Advertisement No. 2	TBD	
Bid Date	TBD	
Award	TBD	

Redevelopment Commission Resolution 15-28, Exhibit C

**Supplemental Agreement No. 2: Bloomfield Road (2<sup>nd</sup> Street) & Rolling Ridge Way Design**  
**Exhibits A-D**  
**City of Bloomington**

**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>
Project Team Leader	Jeremy Richardson, P.E.
Project Manager	William R. Curtis, P.E.
Project Engineer	John R. Stocks, P.E.
Project Engineer	Heather E. Kilgour, P.E.
Design Engineer	Caleb C. Ross, P.E.
CAD Designer	John F. Nimz
Survey Manager	Timothy J. Coomes, P.L.S.
Right-of-Way Manager	Devin L. Stettler, MPL, AICP

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:** West Bloomfield Road (2nd Street) and Rolling Ridge Way Traffic Signal and Sidepath Improvement Project

**Project Manager:** Matt Smethurst

**Project Description:** Project will construct a sidepath on the north side of Bloomfield Road from Landmark Ave. to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal.

**Project Timeline:**

Start Date: April 22, 2014 (current design contract with United)

End Date: December 31, 2015 (completion of construction)

**Financial Information:**

Estimated full cost of project:	\$400,100 (Intersection/signal design contract with United) \$47,700 (Sidepath design contract with Bynum Fanyo) \$741,176 (Right-of-Way Acquisition for intersection and sidepath) \$2,000 for Water Vault Design ( <i>specific request for RDC</i> ) \$1,054,803 (Estimated Construction Cost)
---------------------------------	--

Redevelopment Commission Resolution 15-28, Exhibit D

Sources of funds:	Consolidated TIF (Adams Crossing portion)

**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.

**Phase I:** Intersection, Traffic Signal, and Sidepath Design - Contracts executed and designs complete.

**Phase II:** Right-of-Way Acquisition - Contracts executed and acquisition nearly complete.

**Phase III:** Water vault design (proposed contract and resolution attached - \$2000 request. Purpose of contract is to design a structural slab to span over the existing manhole cap of the water vault so the integrity of the vault is protected during path usage and maintenance).

**Phase IV:** Construction - Project will bid during the summer, with RDC required to approve the contract. Staff indicates that construction will require at least a 90-day period, so work should be completed prior to end of 2015. Estimated cost is \$1,054,803.

To Be Completed by Redevelopment Commission Staff:

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

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

**15-30**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM**  
**REGARDING SWITCHYARD PARK**

**WHEREAS**, the City of Bloomington (“City”) has purchased real property known as Switchyard Park (“Park”); and

**WHEREAS**, the City of Bloomington has brought the RDC a Project Review & Approval Form (“Form”) which seeks the support of the RDC to utilize tax increment fund bond proceeds to design and construct the Park; 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 approves the Project, as set forth in more detail in the attached Project Review & Approval Form, and finds that it has a valid public purpose.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date, on an expenditure by expenditure basis when the Project Manager brings a contract or purchase order 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:**           **Switchyard Park Project**

**Project Manager:**   **Mick Renneisen, Dave Williams / Parks**

**Project Description:** **Park design, proposed land acquisition, and construction Per 2012 "Switchyard Park Master Plan" (<http://tinyurl.com/switchyard>). Breakdown of master plan conceptual phased costs for park development is attached.**

**Project Timeline:**

Design: 7/1/15-12/15/16  
Proposed Land Acquisition: 10/17/15-12/31/15  
Bidding: 12/16  
Construction: 1/5/17-8/7/18

**Financial Information:**

Estimated full cost of project:	\$25,506,798
Sources of funds:	TIF Bond

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
<b>1</b> Design consultant selection	-	6/16/15
<b>1a</b> Design consultant contract funding	\$2,410,000	6/16/15
<b>1b</b> Contracted construction per master plan	\$22,641,298	1/5/17-8/7/18
<b>2</b> Proposed property acquisition	-	Ongoing
<b>2a</b> Property acq.-Appraisals (2) funding	\$2,750	6/16/15-7/16/15
<b>2b</b> Property acq.-Ph. 1 Environmental Report funding	\$2,250	6/16/15-8/16/15
<b>2c</b> Property acq.-Title Search funding	\$500	6/16/15-8/16/15
<b>2d</b> Property acquisition funding	\$450,000	8/16/15-12/31/15

*To Be Completed by Redevelopment Commission Staff:*

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

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

**15-31**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**DETERMINATION OF NO EXCESS ASSESSED VALUE IN THE ALLOCATION AREAS**

**WHEREAS**, prior to 2015, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington (“Common Council”) created, pursuant to Indiana Code 36-7-14 *et seq.*, six allocation areas—(1) Adams Crossing, (2) Downtown, (3) North Kinser Road and Prow Road, (4) Tapp Road, (5) Thomson/Walnut-Winslow, and (6) Whitehall/West Third Street—for purposes of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3 (the “TIF Revenues”); and,

**WHEREAS**, in 2015, five of those allocation areas—(1) Adams Crossing, (2) Downtown, (3) Tapp Road, (4) Thomson/Walnut-Winslow, and (5) Whitehall/West Third Street—were consolidated into the Consolidated Allocation Area; and,

**WHEREAS**, as part of the consolidation process, the RDC and the Common Council created eleven new allocation areas: (1) West 17th Street; (2) Seminary; (3) West Third Street; (4) Bloomfield Road; (5) Thomson-Walnut-Winslow Expansion #1; (6) Thomson-Walnut-Winslow Expansion #2; (7) Thomson-Walnut-Winslow Expansion #3; (8) South Walnut; (9) Tapp Road Expansion #2; (10) Tapp Road Expansion #3; and (11) Fullerton Pike, which were also consolidated into the Consolidated Allocation Area; and,

**WHEREAS**, pursuant to Indiana Code § 36-7-14-39 and 50 Ind. Admin. Code 8-2-4, the RDC is required to determine the amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3), plus the amount necessary for the other purposes described in Indiana Code § 36-7-14-39(b)(3); and,

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

1. The Redevelopment Commission has determined:
  - a. there is no excess assessed value from the Consolidated Allocation Area or the North Kinser Road and Prow Road Allocation Area that may be allocated to the respective taxing units for budget year 2016 pursuant to Indiana Code § 36-7-14-39,
  - b. all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in 2016 shall be captured assessment (as defined in 50 Ind. Admin. Code 8-1-16), and
2. The County Auditor, the Common Council, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partially located within the Consolidated Allocation Area or the North

Kinser Road and Prow Road Allocation Area shall be notified by sending Exhibit A via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt.

3. The President of the Redevelopment Commission is authorized and directed to cause to be prepared and submitted to the Common Council the Report required by Indiana Code § 36-7-14-13(e), not later than July 31, 2015.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date

June 16, 2015

**VIA HAND DELIVERY**

[Address Block]

Re: City of Bloomington Redevelopment Commission

Dear [Officer Authorized to Fix Budgets, Tax Rates, and Tax Levies]:

Prior to 2015, the City of Bloomington Redevelopment Commission (the “Commission”) established six Tax Increment Financing Allocation Areas—(1) Adams Crossing, (2) Downtown, (3) North Kinser Road and Prow Road, (4) Tapp Road, (5) Thomson/Walnut-Winslow, and (6) Whitehall/West Third Street—for the purpose of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3 (the “TIF Revenues”).

In 2015, five of those allocation areas—(1) Adams Crossing, (2) Downtown, (3) Tapp Road, (4) Thomson/Walnut-Winslow, and (5) Whitehall/West Third Street—were consolidated into the Consolidated Allocation Area. As part of that consolidation process, eleven new allocation areas were created: (1) West 17th Street; (2) Seminary; (3) West Third Street; (4) Bloomfield Road; (5) Thomson-Walnut-Winslow Expansion #1; (6) Thomson-Walnut-Winslow Expansion #2; (7) Thomson-Walnut-Winslow Expansion #3; (8) South Walnut; (9) Tapp Road Expansion #2; (10) Tapp Road Expansion #3; and (11) Fullerton Pike. These eleven new allocation areas were also consolidated into the Consolidated Allocation Area.

This letter is to notify you, pursuant to Indiana Code § 36-7-14-39 and 50 Ind. Admin. Code 8-2-4, on behalf of the Commission, that the Commission has determined that, for budget year 2016, the Commission will need to capture all of the incremental assessed value from the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in order to generate sufficient TIF Revenues to meet the Commission’s outstanding debt service obligations, to pay for projects that are located in or directly serve or benefit the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area, and to meet other purposes permitted by Indiana Code § 36-7-14-39(b)(3).

Therefore, the Commission has determined that (a) there is no excess assessed value from the Consolidated Allocation Area or the North Kinser Road and Prow Road Allocation Area that may be allocated to the respective taxing units for budget year 2016 pursuant to Indiana Code 36-7-14-39(b), and (b) all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in 2016 shall be captured assessment (as defined in 5 Ind. Admin. Code 8-1-10).

If you have questions about this finding, please contact Lisa Abbott, Director, Housing and Neighborhood Development Department, (812) 349-3401.

Thank you.

---

David Walter, President