

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**October 20, 2015**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – October 5, 2015
- III. EXAMINATION OF CLAIMS**–October 9, 2015 for \$96,636.33
- IV. REPORT OF OFFICERS AND COMMITTEES**
  - A. CTP Update Report
- VI. OLD BUSINESS**
  - A. **RESOLUTION 15-74:** Approval of RFP and Notice of Offering regarding West of Rogers Property in the Trades District
- VII. NEW BUSINESS**
  - A. Opening of Bids regarding 5.9 Acres in the Trades District
  - B. **RESOLUTION 15-78:** Approval of Construction Contract for West Bloomfield Road (West 2nd Street) and Rolling Ridge Way Signal Improvements
- VIII. BUSINESS/GENERAL DISCUSSION**
  - A. Whitehall Crossing Blvd.
- IX. ADJOURNMENT**

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

**I. ROLL CALL**

Commissioners Present: David Walter, Elizabeth Kehoe, John West, Sue Sgambelluri, Katie Birge, and Kelly Smith

Commissioners Absent: None

Staff Present: Christina Finley, Housing Specialist

Other(s) Present: Danise Alano-Martin, Director of Economic & Sustainable Development; Jeffrey Underwood, City Controller; Mick Renneisen, Director of Parks and Recreation; Megan Banta, Herald-Times; Randy Cassady, Cassady Electric

**II. READING OF THE MINUTES** – Elizabeth Kehoe made a motion to approve the September 15, 2015 minutes. Katie Birge seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** –Sue Sgambelluri made a motion to approve the claims for September 25, 2015 for \$63,391.91. John West seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS**–Katie Birge made a motion to approve the payroll registers for September 18, 2015 for \$26,104.58 and October 2, 2015 for \$28,463.86. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A.** Director’s Report. The director’s report and TIF status report was included in the commission packet.

**B.** Treasurer Report. Jeff Underwood was available to answer any questions.

**C.** Legal Report. There was not a legal report.

**D.** CTP Update Report. The CTP update report was included in the commission packet. Danise Alano-Martin was available to answer any questions. The next 10<sup>th</sup> Street progress meeting is on October 14, 2015. John West stated he’s received positive feedback regarding extending the Notice of Offering and believes there is local interest in the project. He asked if there is a legal process for an additional extension deadline. Alano-Martin and Jeff Underwood explained that the Notice of Offering has already been legally noticed stating bids will be read at the October 20, 2015 Redevelopment Commission meeting; legally, all received bids must be opened at that meeting. Underwood also explained the commission has the authority to accept bids past the October 20 deadline. John West asked how developers would be informed that bids could still be received past the deadline. Danise Alano-Martin stated that the Commission has done this previously with the Showers Administration Building RFP and Notice of Offering. Bids were due in March 2014 but when the one response received did not result in a final agreement, the Commission and staff continued to work with interested parties and receive proposals/bids through early December 2014. Alano-Martin also noted

flexibility offered in the language of the RFP and Notice which stipulates that states bids received after the deadline “may” be disqualified; it does not say that they “will” be disqualified.

#### **IV. NEW BUSINESS –**

**A. RESOLUTION 15-74:** Approval of RFP and Notice of Offering regarding West of Rogers Property in the Trades District. The RFP and Notice of Offering was included in the commission packet for the commissioners to review. This is a request for proposals as well as a Notice of Offering for the West of Rogers parcels. The Redevelopment Commission already approved a Project Review and Approval form to offer these properties for sale. The proposal seeks senior affordable housing, workforce housing, and mixed-use on the properties and also emphasizes a preference for commercial use proposals for tech and life science projects. Danise Alano-Martin and Lisa Abbott have been working on the RFP with guidance from the City’s real estate consultant CBRE. The Bloomington Technology Partnership also assisted by providing income data for local tech jobs to help City staff set income parameters for the affordable workforce housing proposals. Income parameters for workforce housing goals are from 80% to 140% of area-wide median income (AMI). Income parameters for affordable senior housing is 80% AMI or under. . Danise Alano-Martin stated the RFP offers openness to mixed-income housing as long as it is predominately affordable or predominately workforce housing as described in the RFP’s parameters.

The Certified Park Tech Master Plan recommends taking 10<sup>th</sup> Street all the way across the West of Rogers properties and through to Fairview, connecting to the low-income neighborhoods and to Butler Park. Therefore, the RFP requires the space along the B-Line trail be developed as greenspace and not a structure, facilitating the future transition of that space into a 10<sup>th</sup> Street extension. The proposal suggests active senior affordable housing on the rest of the southern portion of the site and workforce housing on the northern portion of the site; however it is still open to interpretation by the developer. The RFP prioritizes mixed-use over housing-only projects, and states a strong preference for tech and life sciences commercial uses, and long-term affordable housing over shorter term. If the RFP and Notice are approved as currently drafted at the October 20, 2015 RDC meeting, then proposals and bids would be due December 7, 2015 to be read at that date’s RDC meeting. The proposed schedule includes a non-mandatory meeting for questions before the proposal due date. All questions submitted will have answers posted on the CTP website.

John West asked why December 7<sup>th</sup> was selected as a proposal due date. Danise Alano-Martin stated December 7<sup>th</sup> is a Redevelopment Commission meeting date and more than 45 days after the Notice of Offering publish date; which will be October 21, 2015. These dates are subject to change. John West asked if a study has been completed, in terms of marketing. Danise Alano-Martin explained a study was completed for the CTP Master Plan. Additionally, the Consolidated Plan, a 5-year plan HAND prepares that deals with obstacles of affordable housing, was also used to inform the RFP. John West asked if student housing has been addressed. The proposal specifically states interest is in senior affordable, workforce, and mixed-income housing (as long as the project predominantly meets either the senior affordable or workforce-affordable parameters). It also states student housing is explicitly not of interest to the RDC for this project. John West expressed concern in the 45 day response deadline. Danise Alano-Martin stated CBRE is a real estate consultant and 45 days seemed reasonable to them. David Walter stated he believes 45 days is a sufficient amount of notice, citing that similar processes for Indiana University projects typically offer even far less time. Danise Alano-Martin said as she stated in her memo, Staff did not expect to vote on this resolution at

tonight's meeting. The purpose was for discussion, and she urged commissioners to send questions and comments on the draft in preparation for the October 20 meeting. Elizabeth Kehoe made a motion to continue Resolution 15-74 until the next meeting. Sue Sgambelluri seconded the motion. The board unanimously approved.

**B. RESOLUTION 15-75:** To Amend Project Review and Approval Form regarding 1<sup>st</sup> Phase Infrastructure Improvements on 10<sup>th</sup> Street. Resolution 15-75 is requesting to amend the original Project Review and Approval Form regarding the 10<sup>th</sup> Street infrastructure project which was a retroactive approval of the Anderson + Bohlander contract. The contract was approved before the RDC instituted the project review and approval form process. The contract with Anderson + Bohlander has a clause that says additional services may be needed to complete the design and requires prior written approval if such additional services are to be performed. Danise Alano-Marting stated there is additional services needed; specifically geotechnical services. The engineering consultant wants to verify they are not over or under designing the pavement structure. While this is not a State-funded project however, the engineer recommends meeting State requirements for standard pavement widths for this type of street category unless we can show the soil beneath can support different pavement structures. The depth of the layers in the pavement depends on the soil underneath and what the soil can support. The City Engineer and consultant engineer does not believe State-level standards will be required, but the data is necessary to inform the final decision. The request is for \$6,500 for geotechnical services and pavement design. The extra data may not save any money or it could save up to \$200,000 in construction costs ultimately. The City Engineer felt it was worth obtaining the extra data. The first resolution (15-75) amends the Project Review and Approval form to give the specifics of Geotechnical service and pavement design.

John West asked why this was not addressed when they wrote the original contract. Danise Alano-Martin stated that the City did have some geotechnical work done with the Utility and Drainage Master Plan. However, that Plan recommended finalizing this work once 10<sup>th</sup> Street design progressed. Anderson+Bohlander would not have been able to estimate to what extent additional geotechnical work was required at the time of writing their contract. They needed to be under contract and underway with design and working through recommendations of the Utility and Drainage Master Plans compared to design development. That's why the additional services clause was written into the contract, to allow the City and Anderson+Bohlander such a mechanism to get necessary work like this done. Sue Sgambelluri made a motion to approve Resolution 15-75. Katie Birge seconded the motion. The board unanimously approved.

**C. RESOLUTION 15-76:** To Approve Amended Contract with Anderson + Bohlander. Resolution 15-76 is related to Resolution 15-75 and amends the actual contract with Anderson + Bohlander so they can sub-contract the additional service. This resolution will amend the contract to include an additional \$6,500 to the total. John West made a motion to approve Resolution 15-76. Sue Sgambelluri seconded the motion. The board unanimously approved.

**D. RESOLUTION 15-77:** To Amend the Redevelopment Commission's Offer to Purchase 1724 South Walnut Street. City Staff is working with its environmental consultant and the Indiana Department of Environmental Management (IDEM) to understand both the environmental conditions of the Property and the ramifications of those conditions on the potential redevelopment of the property. Mick Renneisen stated during Phase II of the environmental review, Benzene was found at a deep depth, in an isolated off-site corner of the lot. The environmental consultant has discussed the issue with IDEM. IDEM does not believe this is reason for a deal breaker or think it will be onerous to manage. However, they are requesting we get a couple more soil samples from the area and might ask that we do

monitoring after the fact. Mick Renneisen stated since more soil samples are required, we will need an extension on the Offer to Purchase. The realtor has been contacted and is aware of the situation and is in agreement with the extended time. Elizabeth Kehoe asked if there is any extra cost associated. Mick Renneisen stated it will cost \$15,000 - \$20,000. However, there is already funding available in the Switchyard Park Project. No additional funds will be requested from the RDC. Sue Sgambelluri made a motion to approve Resolution 15-77. John West seconded the motion.

**VI. BUSINESS/GENERAL DISCUSSION**

**VII. ADJOURNMENT**

The meeting adjourned at

\_\_\_\_\_  
David Walter, President

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

\_\_\_\_\_  
Date



# Board of Redevelopment Claim Register

Invoice Date Range 09/29/15 - 10/09/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 101 - General Fund</b> <b>Department 15 - HAND</b> <b>Program 150500 - Housing</b> <b>Account 53960 - Grants</b>											
15 - Big Brothers Big Sisters Of Monroe County Inc	Beuregard9/22/15	15-JHSSF-match support speciality-Beauregard-	Paid by EFT # 9276		09/29/2015	09/29/2015	10/09/2015		10/09/2015	928.20	
1618 - Shalom Community Center INC	Payroll-Aug 2015	15-BPD Outreach Shalom -August 2015	Paid by EFT # 9384		09/29/2015	09/29/2015	10/09/2015		10/09/2015	4,573.75	
								Account 53960 - Grants Totals		Invoice Transactions 2	\$5,501.95
								Program 150500 - Housing Totals		Invoice Transactions 2	\$5,501.95
<b>Program 151000 - Neighborhood</b> <b>Account 53160 - Instruction</b>											
3550 - First Financial Bank / Credit Cards	9464202	15-Nelghbor Works Training	Paid by Check # 61568		09/29/2015	09/29/2015	10/09/2015		10/09/2015	565.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	\$565.00
<b>Account 53230 - Travel</b>											
527 - Vickie J Provine	Travelocity12/15	15-travel-air fare-Neighborworks Conf.-	Paid by EFT # 9369		09/29/2015	09/29/2015	10/09/2015		10/09/2015	76.20	
								Account 53230 - Travel Totals		Invoice Transactions 1	\$76.20
								Program 151000 - Neighborhood Totals		Invoice Transactions 2	\$641.20
<b>Program 151600 - Title 16</b> <b>Account 52110 - Office Supplies</b>											
5103 - Staples Contract & Commercial, INC	3272758867	15-Title 16-name badges, 2 pkt port	Paid by EFT # 9390		09/29/2015	09/29/2015	10/09/2015		10/09/2015	56.12	
5103 - Staples Contract & Commercial, INC	3272758868	15-Title 16-pens, file folders, tape	Paid by EFT # 9390		09/29/2015	09/29/2015	10/09/2015		10/09/2015	38.03	
5103 - Staples Contract & Commercial, INC	3277759310	15-binders, 2 tab folders	Paid by EFT # 9390		09/29/2015	09/29/2015	10/09/2015		10/09/2015	11.59	
								Account 52110 - Office Supplies Totals		Invoice Transactions 3	\$105.74
<b>Account 53310 - Printing</b>											
501 - Karl Clark (KC Designs)	1408	15-Title 6 & Title 16 printing-# 10 regular	Paid by EFT # 9292		09/29/2015	09/29/2015	10/09/2015		10/09/2015	125.00	
								Account 53310 - Printing Totals		Invoice Transactions 1	\$125.00
<b>Account 53320 - Advertising</b>											
203 - Indiana University	IUHC091715	15-Advertising Title 16- 1/2-HAND & 1/2 CFR	Paid by Check # 61575		09/29/2015	09/29/2015	10/09/2015		10/09/2015	125.00	
								Account 53320 - Advertising Totals		Invoice Transactions 1	\$125.00
								Program 151600 - Title 16 Totals		Invoice Transactions 5	\$355.74
<b>Program 152000 - Historic Preservation</b> <b>Account 52110 - Office Supplies</b>											
5103 - Staples Contract & Commercial, INC	3277759310	15-binders, 2 tab folders	Paid by EFT # 9390		09/29/2015	09/29/2015	10/09/2015		10/09/2015	5.24	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$5.24
<b>Account 53990 - Other Services and Charges</b>											
53442 - Paragon Micro, INC	625693	15-HPC Other Charges - Monitor	Paid by EFT # 9364		09/29/2015	09/29/2015	10/09/2015		10/09/2015	174.99	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$174.99

				Program 152000 - Historic Preservation Totals			Invoice Transactions 2		\$180.23
Program 156000 - Title 6									
Account 53310 - Printing									
501 - Karl Clark (KC Designs)	1408	15-Title 6 & Title 16 printing-#10 regular	Paid by EFT # 9292	09/29/2015	09/29/2015	10/09/2015	10/09/2015	125.00	
				Account 53310 - Printing Totals			Invoice Transactions 1		\$125.00
				Program 156000 - Title 6 Totals			Invoice Transactions 1		\$125.00
				Department 15 - HAND Totals			Invoice Transactions 12		\$6,804.12
				Fund 101 - General Fund Totals			Invoice Transactions 12		\$6,804.12
Fund 250 - CDBG									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
242 - Amethyst House, INC	Men's 3/4 Facili	15-CDBG Amethyst House Rehab J. Byers	Paid by Check # 10404	09/29/2015	09/29/2015	10/09/2015	10/09/2015	15,520.00	
17 - Bynum Fanyo & Associates, INC	5015080-1	15-CDBG Curb & Sidewalk	Paid by EFT # 81	09/29/2015	09/29/2015	10/09/2015	10/09/2015	1,250.00	
1102 - Mother Hubbard's Cupboard	#2	15-CDBG-SS-August 2015 eligible client	Paid by EFT # 82	09/29/2015	09/29/2015	10/09/2015	10/09/2015	5,843.34	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 3		\$22,613.34
				Program 150000 - Main Totals			Invoice Transactions 3		\$22,613.34
				Department 15 - HAND Totals			Invoice Transactions 3		\$22,613.34
				Fund 250 - CDBG Totals			Invoice Transactions 3		\$22,613.34
Fund 254 - HOME									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
686 - Habitat For Humanity of Monroe County, INC	1019 W 12th St-1	15-HOME-home assistance-1019 W. 12th	Paid by EFT # 52	09/29/2015	09/29/2015	10/09/2015	10/09/2015	4,371.34	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$4,371.34
				Program 150000 - Main Totals			Invoice Transactions 1		\$4,371.34
				Department 15 - HAND Totals			Invoice Transactions 1		\$4,371.34
				Fund 254 - HOME Totals			Invoice Transactions 1		\$4,371.34
Fund 256 - Special Grants									
Department 15 - HAND									
Program 150005 - Neighborhood Donations									
Account 53990 - Other Services and Charges									
5103 - Staples Contract & Commercial, INC	3277759310	15-binders, 2 tab folders	Paid by EFT # 9390	09/29/2015	09/29/2015	10/09/2015	10/09/2015	20.10	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$20.10
				Program 150005 - Neighborhood Donations Totals			Invoice Transactions 1		\$20.10
Program 150009 - 2002 Shelter Plus Care									
Account 53990 - Other Services and Charges									
421 - Centerstone Of Indiana, INC	Sept 2015 Rents	15-Shelter Plus Care-September 2015 rents	Paid by EFT # 9289	09/29/2015	09/29/2015	10/09/2015	10/09/2015	2,901.00	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$2,901.00
				Program 150009 - 2002 Shelter Plus Care Totals			Invoice Transactions 1		\$2,901.00
Program 150012 - Rental Assistance									
Account 53990 - Other Services and Charges									
5326 - Richard E Deckard Family Limited Partnership #204	915CottageGRV	15-Rent Deposit for 915 West Cottage Grove	Paid by Check # 61587	09/29/2015	09/29/2015	10/09/2015	10/09/2015	400.00	
				Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$400.00
				Program 150012 - Rental Assistance Totals			Invoice Transactions 1		\$400.00
				Department 15 - HAND Totals			Invoice Transactions 3		\$3,321.10
				Fund 256 - Special Grants Totals			Invoice Transactions 3		\$3,321.10

Fund 439 - Consolidated TIF  
 Department 15 - HAND  
 Program 159004 - Thomson-Walnut-Winslow Area  
 Account 53990 - Other Services and Charges  
 7059 - Eagle Ridge Civil Engineering Services 122-11  
 Llc

15-Black Lumber Trail- Inv. date 9/12/15	Paid by Check # 61567	09/29/2015	09/29/2015	10/09/2015	10/09/2015	13,036.50
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		<u>\$13,036.50</u>
Program 159004 - Thomson-Walnut-Winslow Area Totals				Invoice Transactions 1		<u>\$13,036.50</u>
Department 15 - HAND Totals				Invoice Transactions 1		<u>\$13,036.50</u>
Fund 439 - Consolidated TIF Totals				Invoice Transactions 1		<u>\$13,036.50</u>

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

8648 - Duke Energy Indiana, INC 7230279402- 9/15	15-CTP MaInt-bill date 9/17/15	Paid by Check # 61566	09/29/2015	09/29/2015	10/09/2015	10/09/2015	23.86
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		<u>\$23.86</u>	
Program 150000 - Main Totals				Invoice Transactions 1		<u>\$23.86</u>	
Department 15 - HAND Totals				Invoice Transactions 1		<u>\$23.86</u>	
Fund 444 - RDC Totals				Invoice Transactions 1		<u>\$23.86</u>	

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

5148 - Anderson + Bohlander, LLC 241	15-10th St/Branding-Inv. date 9/21/15	Paid by EFT # 9271	09/29/2015	09/29/2015	10/09/2015	10/09/2015	30,248.25
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		<u>\$30,248.25</u>	
Program 150000 - Main Totals				Invoice Transactions 1		<u>\$30,248.25</u>	
Department 15 - HAND Totals				Invoice Transactions 1		<u>\$30,248.25</u>	
Fund 975 - Surplus CTP Bond Totals				Invoice Transactions 1		<u>\$30,248.25</u>	

Fund 976 - Consolidated TIF Bond Proceeds  
 Department 15 - HAND  
 Program 159004 - Thomson-Walnut-Winslow Area  
 Account 53990 - Other Services and Charges

3444 - Rundell Ernstberger Associates, LLC 151395-1	15-Switchyard Park Design - August 2015	Paid by Check # 61590	09/29/2015	09/29/2015	10/09/2015	10/09/2015	16,063.39
Account 53990 - Other Services and Charges Totals				Invoice Transactions 1		<u>\$16,063.39</u>	
Program 159004 - Thomson-Walnut-Winslow Area Totals				Invoice Transactions 1		<u>\$16,063.39</u>	
Department 15 - HAND Totals				Invoice Transactions 1		<u>\$16,063.39</u>	
Fund 976 - Consolidated TIF Bond Proceeds Totals				Invoice Transactions 1		<u>\$16,063.39</u>	
Grand Totals				Invoice Transactions 23		<u>\$96,481.90</u>	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/9/2015	Claims				96,481.90
9/23/2015	Sp Utility Cks				154.43
					<u>96,636.33</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 96,636.33

Dated this 5<sup>th</sup> day of Oct year of 2015.

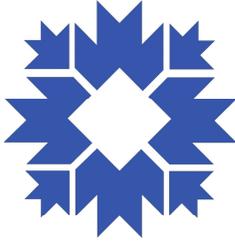
[Signature]

[Signature]

[Signature]

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 \_\_\_\_\_



## MEMORANDUM

**CITY OF BLOOMINGTON**  
economic & sustainable development

**To:** City of Bloomington Redevelopment Commission  
**From:** Danise Alano-Martin, Director  
**Date:** October 15, 2015  
**Re:** The Trades District Redevelopment Update for October 20, 2015 RDC Meeting

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**Sale of Lot 6, Lot 7 and Lot 8 (Service Garage, Parking Lot Parcel, Showers Admin Building).** Staff and CBRE continue to work with First Capital on drafting the purchase agreement and finalizing a closing schedule.

**Notice of Offering for West of Rogers Parcels.** Resolution 15-74 and the associated RFP and Notice of Offering were provided in your 10/5/2015 packet for your review and feedback. We seek approval at your 10/20 meeting (the items are again included in this meeting's packet).

**Notice of Offering for "Middle Parcels."** As mentioned previously, a frequently-asked-questions webpage regarding the Letter of Intent with Flaherty & Collins Letter is on the City's website: <http://bit.ly/TradesDistrictProjectOneFAQ>. All responses received at the December 10 deadline to the RFP are also posted: <http://bit.ly/Oct2014RFPResponses>. Bids for this Notice of Offering are due by 3pm on 10/20. Between 3pm – 5pm, Staff and CBRE will prepare a summary for the RDC, to assist with the public bid opening/reading of bids which were legally noticed for the 10/20 meeting.

### **10<sup>th</sup> Street Realignment/Utility/Branding Project.**

- The 10/14 progress meeting continued focused on utility coordination, including finalizing a scope of work for commercial electrician services to assist with utility transitions for property owners along the Alley, as anticipated in the Project Review and Approval Form. City staff and consultant team have been conferring with Duke Energy to confirm services needed and ensure they are not redundant to work already completed by Duke. The Controller anticipates a competitive bid process for these services before bringing a request forward for funds/contract approval.
- Additional survey and topographical data are also needed. Original data focused only on properties acquiring from IU and included in the October 2014 RFP. However, the 10<sup>th</sup> Street and Alley infrastructure project necessarily extends beyond this. We are especially in need of surveyed data in/near the 10<sup>th</sup>/Rogers intersection, 10<sup>th</sup> & Morton, and south of existing 10<sup>th</sup> Street and along the Solution Tree property. Staff are working to obtain a quote for these services from the survey firm which has been engaged to date in CTP work (Bledsoe Riggert Guerrataz), and will bring a request forward in November to continue progress on design.
- As previously authorized by RDC Resolution 15-63, Staff are seeking appraisal values related to what would be needed for the RDC to notice property south of new 10<sup>th</sup> street for sale. This sale could enable the acquisition by the RDC of property north of existing 10<sup>th</sup>

street, which is needed not only for the new 10<sup>th</sup> Street and improved Alley rights-of-way, but also for the greenspace and stormwater detention envisioned by our plans. The needed appraisal reports are expected by 10/30.

- Staff and the consultant have tentatively set early December deliverable for 85% design, with 100% design deliverable by the first of January.
- The next monthly progress meeting is Tuesday, 11/10, 9:30 am – 12:00pm.

**15-74  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF OFFERING SHEET AND REQUEST FOR PROPOSALS FOR  
REDEVELOPMENT COMMISSION PROPERTIES LOCATED WITHIN THE  
TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within The Trades District—the name for the City of Bloomington Certified Technology Park—that is west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail (“the West Rogers Parcels”); and

WHEREAS, on July 13, 2015, the RDC approved Resolution 15-40, approving a Project Review and Approval Form regarding the solicitation of redevelopment proposals for the West Rogers Parcels; and

WHEREAS, Resolution 15-40 noted, “Some of the following Phases may be carried out simultaneously or sequentially, depending upon the project at hand”; and

WHEREAS, Resolution 15-40 identified “Developer(s) Selection(s) (RFP)” as Phase 1 of the Project; and

WHEREAS, pursuant to the approval of Resolution 15-40, Staff has prepared an RFP for the West Rogers Parcels, which is attached to this Resolution as Attachment A; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publically offer property, such as the West Rogers Parcels, for sale; and

WHEREAS, the RDC has previously caused two separate appraisals of the West Rogers Parcels to be created; and

WHEREAS, pursuant to Resolution 15-40, Staff has prepared an Offering Packet—which includes a Notice of Offering, Offering Sheet, and Instructions to Bidders—for the West Rogers Parcels, which is attached to this Resolution as Attachment B; and

WHEREAS, in order to publically offer property for sale in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times*; and

WHEREAS, Resolution 15-40 also identified “Legal Advertisement(s)” as Phase 3 of the Project; and

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

1. The sale of the West of Rogers Parcels will aid in the development of The Trades District, which will enhance the development and economic development of the Consolidated TIF.
2. The Request for Proposals, attached to this Resolution as Attachment A, is approved.
3. The Notice of Offering for the West of Rogers Parcels, attached to this Resolution as Attachment B, is approved.
4. The RDC authorizes the City of Bloomington to expend an amount not to exceed \$200 from the CTP Bond Fund (Fund 975-15-150000-53990) for the costs of publishing the Notice of Offering.
5. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$200 under this Resolution. This expenditure must still comply with the City and the RDC’s claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2015, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
David Walter, President

ATTEST:

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

\_\_\_\_\_  
Date

# Request for Proposals:

Workforce Housing, Affordable Housing and Tech Office/Mixed Use in The  
Trades District (City of Bloomington Downtown Certified Technology Park)

**Proposals Due: December 7, 2015**

CTP2015-03 City of Bloomington, Indiana | Bloomington  
Redevelopment Commission  
10-21-2015

# Request for Proposals:

Workforce Housing, Affordable Senior Housing,  
and Tech Office/Mixed Use in The Trades District  
(City of Bloomington Downtown Certified  
Technology Park)

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## Executive Summary

The City of Bloomington, Indiana, seeks competitive development proposals to help the City attain the sustainable vision set forth in its Certified Technology Park Master Plan & Redevelopment Strategy, specifically mixed use developments that address the diversification of downtown housing into affordable and workforce housing demographics, that provide retail and commercial services and amenities to serve those residents as well as Tech Park and other downtown employees and visitors, and that could offer additional employment center opportunities for high-tech and life sciences employers.

CBRE Group, Inc. (“CBRE”) – on behalf of the City of Bloomington, Indiana, by and through its Redevelopment Commission, the Department of Economic & Sustainable Development and the Department of Housing and Neighborhood Development – invites competitive proposals from developers to purchase and develop parcels totaling approximately 3.75 acres in downtown Bloomington, Indiana. The site is located within the City’s downtown Certified Technology Park in the historic Trades District, adjacent to trail amenities and just blocks from the bustling downtown square, Bloomington’s Central Business District.

The City intends to leverage redevelopment of the property to further its goals to create an urban, mixed use innovation district in the downtown, including integration of this area into the live/work/play fabric of downtown.

## Introduction to the RFP Opportunity

The City of Bloomington, by and through its Redevelopment Commission (“RDC”), the Department of Economic & Sustainable Development (“ESD”) and the Housing and Neighborhood Development (“HAND”) Department, is pleased to issue this Request for Proposals (“RFP”) seeking qualified respondents (each, a “Respondent”) to purchase and develop certain city-owned property in downtown Bloomington south of 11<sup>th</sup> Street, west of Rogers Street and north of the B-Line Trail, within The Trades District, which includes the City’s downtown Certified Technology Park.

The City seeks one or more developers to **incorporate some combination of the following:**

- (1) **workforce housing**, and
- (2) affordable housing, **preferably senior housing**, with **recreational plaza or greenspace** amenities that leverage proximity to the adjacent B-Line Trail; and/or
- (3) **office space suitable for technology, life sciences and research and development employment uses; other retail/commercial space**; which may be **incorporated into the housing project(s)** above.

Respondents may propose mixed-income housing projects, provided the majority of the project meets the household income parameters as outlined in this RFP. Proposals that provide for **long-term affordability**, if housing is proposed, will be given preference. **Mixed use** commercial/retail/housing projects will be given preference over housing-only projects. Office uses for high tech, life sciences or R&D will be given strong preference.

Interested parties are responsible for reviewing and becoming familiar with the contents of all portions of this RFP and all other documents to which this RFP refers and all appendices and addenda to this RFP.

All appendices and addenda (which will be posted to the City’s website at <http://bloomington.in.gov/rfp> according to the timeline listed in this RFP) are included and incorporated into this RFP. Background information related to the vision for the Certified Technology Park’s long-term redevelopment is available at <http://bloomington.in.gov/ctp>.

## Schedule

The following timeline for this Development Opportunity is subject to change:

RFP Posted	Wednesday, October 21, 2015
Optional Pre-Proposal Meeting	Friday, November 6, 2015 9am, McCloskey Conference Room (Suite 135), City Hall, 401 N. Morton Street, Bloomington, Indiana 47404
Questions or Requests for Additional Information Due	Friday, November 13, 2015
Addenda Posted	Friday, November 20, 2015
<b>Proposals Due</b>	<b>Monday, December 7, 2015 by 5pm (see Instructions to Bidders)</b>
Respondent(s) Presentations (if applicable)	January, 6-8, 2016
Respondent(s) Selected	February 2016
Agreement(s) Drafted	March 2016
Project Completion	On or before March 2018

## Redevelopment Goals

The goals of this Request for Proposals are:

### General Goals:

- To meet the guiding principles of the Certified Technology Park Master Plan & Redevelopment Strategy (full vision available at <http://bloomington.in.gov/ctp>), which includes increasing commercial space for high-tech, life sciences, R&D and other employment-center uses.
- To provide housing that is environmentally sensitive and energy efficient and which meets diverse housing needs; and
- To provide commercial space that serves the retail and professional services needs of housing development residents, as well as of The Trades District employees and downtown visitors; and

### Workforce Housing Goals:

- To promote the development of housing that will be affordable to households with incomes between 80% to 140% of the area-wide median income (AMI);
- To increase the availability of such housing in Bloomington’s downtown, and specifically in The Trades District which is the heart of the City’s growing technology sector, so that workers are not priced out of housing opportunities close to the employment center;

- To reduce the commute distance for employees who work in downtown who otherwise would live elsewhere.

#### Senior Affordable Housing Goals:

- To provide housing and services for low-income seniors, with incomes up to 80% of the area-wide median income (AMI);
- To increase the availability of such housing in Bloomington’s downtown, directly connecting active senior residents with public transit, basic services and amenities, as well as with the vibrant downtown core; and
- To provide a multi-generational community recreation area that leverages the proximity to the B-Line Trail and The Trades District technology park in the design of its amenities. See **Figure 1** in the Property Overview section of this RFP for a map depicting the portion of the senior/affordable housing project site to be developed as greenspace/recreation space.

Residential rental units must meet the requirements outlined in Bloomington Municipal Code Title 16: Residential Rental and Lodging Establishment Inspection Program. The full text of Title 16 code can be at <http://bloomington.in.gov/code>.

### Consideration:

**Respondents must review the published Notice of Offering and Offering Sheet for additional property offering details** (see [https://bloomington.in.gov/documents/viewDocument.php?document\\_id=9202](https://bloomington.in.gov/documents/viewDocument.php?document_id=9202)).

Development proposals that provide affordable and/or workforce-affordable housing to income-eligible households at proposed percentages of Area-wide Median Income (“AMI”) as outlined in the City of Bloomington’s Consolidated Plan 2015-2019 (pg. 60), or that offer significant office space for tech, life sciences or R&D company recruitment or growth may be eligible to acquire the properties for nominal consideration. Development proposals must also be consistent with major goals of the City of Bloomington’s Unified Development Ordinance, including maintaining a diverse housing stock and allowing working people to have better access to jobs and to upgrade their economic status (BMC 20.05.009 AH-01), and support the vision of the CTP Master Plan & Redevelopment Strategy (<http://bloomington.in.gov/ctp>). Proposals that provide for **long-term affordability**, if housing is proposed, will be given preference. **Mixed use** commercial/retail/housing projects will be given preference over housing-only projects. Office uses for **high tech, life sciences or R&D** will be given strong preference.

### Area Overview

#### Bloomington

Bloomington is a scenic, thriving and livable city located about 50 miles south of Indianapolis. Home to Indiana University, Bloomington is rich in history, architecture, culinary experiences and the arts. It is famous for its rolling hills, limestone quarries and “Little 500” bicycle race depicted in the Academy Award-winning film “Breaking Away.”

Bloomington is home to world-class arts, culture and entertainment facilities on campus, including the IU Auditorium, the Musical Arts Center and the Jacobs School of Music. The school offers more than

1,100 performances a year; most of which are free to attend. Bloomington is home to diverse street festivals, the Tibetan Mongolian Buddhist Cultural Center, and respected opera and ballet theater. The Lilly Library is one of the largest rare book and manuscript libraries in the United States, containing over 400,000 rare books including the New Testament of the Gutenberg Bible, a first edition copy of the Book of Mormon, the first printed collection of Shakespeare’s works, and George Washington’s letter accepting the presidency of the United States. Regional theater includes the Bloomington Playwrights Project and the Cardinal Stage Company. Bloomington also attracts talents such as Tony Bennett, Black Violin, Colin Hay (front man for Men at Work), and Wilco.

The campus hosts numerous major sporting events each year. IU is known for its outstanding tradition in collegiate athletics, including basketball, football, track & field, baseball, tennis, swimming and soccer. IU’s recreational sports program for its students is recognized as among the best in the nation.

Bloomington has many unique, locally owned restaurants where you can find food from all over the world including Thai, Turkish, Tibetan, Korean, and Mediterranean. Bloomington is home to both Oliver and Butler Wineries and Upland and Bloomington Brewing Companies.

## Property Overview

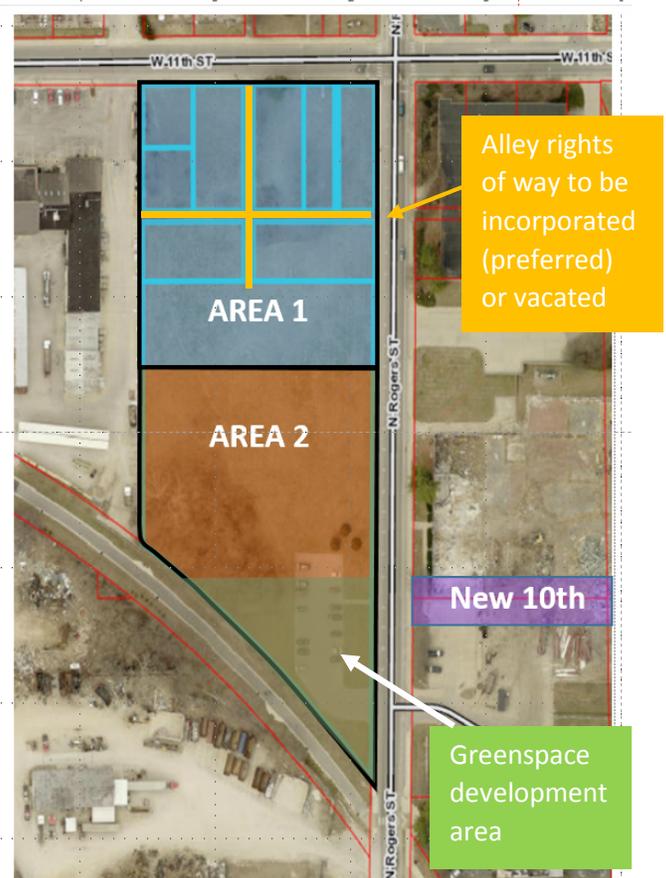
### Current Site Conditions

#### A. Users and Owners

The subject properties are owned by the Bloomington Redevelopment Commission on behalf of the City of Bloomington and are currently vacant. In recent history, single family homes were on two small lots in the northern area; improvements on those lots were demolished in 2013. The surface parking lot on the southern portion of the subject properties does not have any current leases or third-party agreements related to its use. Its most recent use was to serve former Indiana University office and warehouses on the east side of Rogers Street. The City of Bloomington demolished those warehouse structures in 2014.

The subject site is bordered by W 11<sup>th</sup> Street to the north, N Rogers Street to the west, and the B-Line Trail to the south. If desired by the selected respondent, the City is prepared create two distinct parcels for development, such as illustrated in **Figure 1** at right. Additionally, there are two unbuilt alley rights-of-way located on the northern portion of the subject properties. The City’s preference is that a proposed development will incorporate those unbuilt alleys for property access. However, proposals that seek the

**Figure 1:** Area 1 envisioned for Workforce Housing. Area 2 envisioned for Senior/Affordable Housing. Tech/Life Sciences/R&D office and commercial/retail appropriate for both Area 1 and/or Area 2. Greenspace development area at southern end of subject site.



vacation of one or both of those unbuilt alleys will also be considered for a project that addresses the goals of this RFP.

The City is undertaking design of the realignment of 10<sup>th</sup> Street east of Rogers Street. The CTP Master Plan recommends extending 10<sup>th</sup> Street further west through the subject properties to provide better East-West connection to neighborhoods to the west and to the amenity of Ernest T. Butler Park. To preserve the future accommodation of this connection which would extend through other privately owned properties, the southern portion of the subject site, adjacent to the B-Line Trail, should be developed as plaza or greenspace by the selected developer rather than building development.

**Respondents may propose to aggregate adjacent land with the subject site. Acquisition and assemblage of any additional parcels would be the responsibility of the developer.**

**Respondents may offer to acquire and redevelop the entire subject site, or may offer to acquire and redevelop only specific portions of the subject site.**

## **B. Environmental Conditions**

If affordable housing is proposed, the City of Bloomington will complete the HUD-required environmental review for the development(s).

Through a U.S. EPA Brownfield Assessment Grant, the City of Bloomington has conducted Phase I and Phase II Environmental Site Assessments as well as supplemental investigations on the subject site. These reports will be made available to the developer and are posted as Addenda to this RFP available via <http://bloomington.in.gov/rfp>.

## **C. Zoning**

The property is located within the Commercial Downtown (CD) zoning district. This is one of most permissive of the City's zoning districts, with a general purpose of promoting high density development of mixed uses with storefront retail, professional office, and multifamily housing.

Within the larger Commercial Downtown zoning district, there are six design overlays that govern such issues as building heights, parking, and architectural design. The overlay regulating this property is the Showers Technology Park Overlay (STPO) District. Development in this district should promote mixed uses focusing on light industrial/manufacturing, office, and residential housing that targets populations such as young professionals, empty nesters, and retirees.

## **Site Opportunities**

### **A. The Trades District/Economic Development Districts**

The subject site is located in The Trades District. It is the area of the City of Bloomington's downtown Certified Technology Park, and historic location of the former Showers Brothers Furniture Company. The Trades District's historic character and sense of place was shaped in the 19th and 20th Centuries as much by the Showers Brothers Furniture Company's progressive social initiatives and entrepreneurial business successes as it is shaped today by the utilitarian and industrial architecture the Company left behind. The name evokes the invigorating industry of the Showers Brothers Furniture Company (not to mention their once-upon-a-time slogan, "From Trees to Trades"), but it is also a fitting identification for

the craft, industry and commerce of Bloomington's emerging entrepreneurial and technology businesses, which will be the mainstays of The Trades District's revitalization.

The subject site is also located within the boundaries of the Consolidated Tax Increment Financing (TIF) district and the Bloomington Urban Enterprise Zone (EZ).

## **B. City Investments**

In 2009, the City of Bloomington completed its multi-million dollar investment in the B-Line Trail, a former railway corridor transformed into an urban greenway and trail. The 3.1-mile B-Line Trail is immediately adjacent to the subject site, and connects to the City's larger network of trails.

In Q4 2015, the City will complete design/engineering for improvements to 10<sup>th</sup> Street between Rogers and Morton Streets, opposite the subject site. The design/engineering scope includes significant utility improvements and place-making and sustainability features:

- "Signature" street design to emphasize unique sense of place for the Trades District and accommodate street and other festivals
- Green stormwater infrastructure design
- Sustainable street infrastructure
- Design that focuses on pedestrians, bicycles and multi-modal transportation

The construction of improvements to 10<sup>th</sup> Street is planned to be complete in 2017.

## **C. Uses and Activities**

Housing targeted to the professional workforce. Bloomington has a highly educated populace with 56.6% of the population having a Bachelor's degree or higher. Median household income is \$27,395 (2009-2013 American Community Survey 5-Year Estimates, <http://factfinder.census.gov>). In order to attract and maintain an accessible workforce, quality housing must be available for individuals and households is too high to participate in typical housing programs, but too low to afford standard market rates for housing.

Affordable, independent-living options targeted to an active senior population. There are approximately 6,523 persons over the age of 65 living in Bloomington. While the median age in Bloomington is 23.3 years due to the presence of 46,416 Indiana University students (2014-2015), the population is aging. Bloomington was listed in the *Top 25 Place to Retire* by **Forbes** in 2012, **AARP's 10 Great Small Cities for Retirement** in 2011, and **Money Magazine's Top 25 Places to Retire** in 2011. Bloomington offers retirees excellent theater, collegiate sports, museums, parks and opportunities for engagement in the community. Demand for senior housing continues to increase, particularly affordable senior housing. At the time the City's Consolidated Plan 2015-2019 was completed, all senior housing complexes inventoried in Bloomington were fully occupied.

Office space suitable for technology, life sciences, and other research and development uses. Bloomington has been ranked #2 in the nation among 124 small metros for high tech employment (Milken Institute, 2013), an "Emerging Epicenter of High Tech Industry" (*Wired* magazine), in the Top 50 "Hottest Small Cities for Entrepreneurs" (*Entrepreneur* magazine). Further, Bloomington's concentration of life sciences businesses is six times greater than the U.S. average. To support the growth of tech and

life sciences sectors, and attract research and development headquarters, suitable office and commercial space is necessary.

Retail, commercial space and amenities. Redevelopment projects should serve to integrate this area into the fabric of Bloomington's vibrant downtown, focusing on a mix of uses that also offers retail, commercial services and greenspace or publicly accessible recreation opportunities for The Trades District employers, employees, residents and visitors.

To help address these housing diversification and to support enhancing employment opportunities within The Trades District, the City of Bloomington seeks development proposals that offer creative solutions for redevelopment of the subject site. Specifically, the new developments would:

- Provide affordable housing and services for citizens, preferably active low income seniors (envisioned for Area 1);
- Provide affordable workforce housing for households who wish to live, work and play in The Trades District and Bloomington's downtown (envisioned for Area 2); and
- Provide a multigenerational center/park that provides opportunities for older adults to pursue interests and engage in accessible activities alongside other members of The Trades District and the public (said greenspace will be adjacent to the B-Line Trail at the southern end of subject site); and
- Provide a mix of uses that support or directly incorporate additional employment centers, technology and similar office, other commercial and retail uses (appropriate for Area 1 and Area 2);

Respondents may propose to aggregate adjacent land with the subject site. Acquisition and assemblage of any additional parcels would be the responsibility of the developer.

A proposal may offer to acquire and redevelop the entire subject site, or may offer to acquire and redevelop specific portions of the subject site.

Respondents may propose mixed-income housing projects, provided the majority of the project meets the household income parameters as outlined in this RFP.

#### **D. Definitions:**

Within the context of this Request for Proposals, the following definitions apply:

Workforce housing – Multi-unit housing designed to attract and maintain an accessible workforce, made available to individuals and households who are typically ineligible for standard affordable housing programs because of their income. For the purposes of this Request for Proposals, the City of Bloomington seeks proposals targeted to households earning between 80% and 140% of Area Median Income (AMI). See affordable rent guidelines outlined below.

Senior housing – Age-restricted multi-unit housing with self-contained living units for older adults who are able to care for themselves. May or may not include additional services such as meals or transportation. For the purpose of this Request of Proposals, the City seeks proposals which will comply with the Housing and Urban Development (HUD) "housing for older persons" requirements for

exemption from the Federal Fair Housing Act, and which also comply with HUD affordable housing criteria.

Affordable rents – Rent rates that are at or below 30% of a household’s gross monthly income, including utilities. The median gross rent for Bloomington is \$782/month and the vacancy rate is 3.1% (factfinder.census.gov - 2013). A more detailed Needs Assessment and Housing Market Analysis can be found in the City of Bloomington Consolidated Plan 2015-2019 located at <http://bloomington.in.gov/media/media/application/pdf/23260.pdf>.

HUD Rent Rates for 2015 specific to Bloomington can be found at <http://bloomington.in.gov/media/media/application/pdf/23645.pdf>.

**Workforce Housing Maximum Rent/Unit including Utilities**

**(Using 2015 income information available via HUD:**

[http://www.huduser.org/portal/datasets/il/il15/FY2015\\_IL\\_in.pdf](http://www.huduser.org/portal/datasets/il/il15/FY2015_IL_in.pdf))

	Household Size				
	1	2	3	4	5
Area Median Income %					
80%	876	1,000	1,126	1,250	1,350
90%	986	1,125	1,267	1,406	1,519
100%	1,095	1,250	1,408	1,563	1,688
110%	1,205	1,375	1,548	1,719	1,856
120%	1,314	1,500	1,689	1,875	2,025
130%	1,424	1,625	1,830	2,031	2,194
140%	1,533	1,750	1,971	2,188	2,363

**Workforce Housing Income**

**(Using income information available via HUD:**

[http://www.huduser.org/portal/datasets/il/il15/FY2015\\_IL\\_in.pdf](http://www.huduser.org/portal/datasets/il/il15/FY2015_IL_in.pdf))

	Household Size				
	1	2	3	4	5
Area Median Income %					
80%	35,040	40,000	45,040	50,000	54,000
90%	39,420	45,000	50,670	56,250	60,750
100%	43,800	50,000	56,300	62,500	67,500
110%	48,180	55,000	61,930	68,750	74,250
120%	52,560	60,000	67,560	75,000	81,000
130%	56,940	65,000	73,190	81,250	87,750
140%	61,320	70,000	78,820	87,500	94,500

**Proposal Requirements**

Developers are required to submit a detailed and comprehensive proposal. The City reserves the right to request additional information during the evaluation of submitted proposals and to reject any and all responses. Responses to this Request for Proposals must contain the information described below and

conform to the format outlined below. **The total length of the proposal should not exceed 25 pages.** Drawings and renderings of the proposed project(s) may be in addition to the 25-page maximum. All other components described below must be within the 30-page limit, and adhere to any additional page limits outlined below.

#### **A. Executive Summary – 2 pages maximum**

A written narrative of the proposed development should be provided in the form of a cover letter addressed to Danise Alano-Martin, Director of Economic & Sustainable Development and Lisa Abbott, Director of Housing and Neighborhood Development. The narrative should be no longer than two (2) pages in length and should succinctly summarize and describe the proposed development. At a minimum, it should seek to address all of the evaluation criteria and note the bid price. Please note any contingencies to the submitted bid price.

#### **B. Financial Summary**

Responses must demonstrate financial wherewithal and development capacity to carry out proposed redevelopment of the property or properties. Submissions must provide documentation of available funds in an amount no less than the bid amount plus construction cost. Failure to provide clear evidence of committed sources of funds for the proposal to purchase and redevelop the property may disqualify submissions. Responses at a minimum must address the following:

- An operating pro forma
  - For projects that include rental units, include proposed rents, including any tiered structures
- Total Project Cost (including all developer costs and third-party fees – See **Additional Information** section below)
- Developer’s fee (included in Total Project Cost)
- Equity:
  - Equity source and required approvals
  - Percent of total project costs to be funded with equity
- Debt:
  - Source of debt funding
  - Details of debt structure (term assumptions)
  - Total cost of funds
- Evidence of financial capability to fund the total cost of the development program as outlined by the Respondent. Acceptable forms of evidence include:
  - audited financial statement for last fiscal year plus internal financial statements ending the most recent quarter
  - signed commitment letter(s) that reference funding this project as proposed, or
  - other written evidence of financial support from one or more lending institutions specifying amount to be committed.

These elements will be reviewed and summarized as the financial components of the proposed development program.

- Consideration of feasibility through market survey with comparative sales/rents.

- Descriptions of any local, State or Federal incentives, grants, etc., that will be sought; and if approved, letters of intent
- Litigation/Judgments – The proposal must contain information regarding any litigation (pending or threatened) in which the development entity or any members of the development team are involved in their professional capacity and any judgments that have been rendered against the development entity or any member of the development team that may affect the ability to successfully execute the proposed project for the Property.

### **C. Development Plans**

The proposed development should take into consideration the Certified Technology Park Master Plan context and provide an attractive, sustainably designed development that enhances the built environment and improves the overall quality and physical appearance of the community. Submissions must address at a minimum, the following:

- Architect name and address
- Detailed written description of the work to be completed, including relative square footages of proposed uses
- Ground floor dimensioned architectural plans; other principal floor plans
- Building elevations with materials and key dimensions noted
- Total number of parking spaces within the property, including number for residential and number for commercial uses and visitors
- Sustainable development features and “green” building materials to be used
- Building energy performance objectives and integrated energy efficiency building design
- Amount and type of open or greenspaces

Structures must be sensitive to the pedestrian environment through building facades that are engaging. Building size and scale should be designed to enhance walkability and provide quality buildings by respecting the rhythms found in the size, placement and proportion of entries and windows in other buildings. Plans should avoid false historic design, although innovative and modern design that pays homage to the unique architecture of the Trades District is encouraged. Pedestrian rather than vehicular entrances should be emphasized along the streetscape. Dumpsters, recycling collection centers, electrical and mechanical equipment should be permanently screened.

### **D. Development Process**

Respondents must fully describe their planning and development process, at a minimum addressing the following:

- Project scope
- Design involvement
- Approach to engagement with City and the community; community relations plan
- Development phasing and timeline, including site and incentive approvals
- Plan for integration or utilization of local construction trades, MBE or WBE
- Degree of transparency (i.e., open book)
- Construction management (CM) capabilities and strategy

## **E. Development Team Qualifications – 10 pages maximum**

Respondents should fully describe and illustrate their team qualifications, at a minimum addressing the following, and adhering to stated page limits:

- Team Summary Information
  - Key company principals and executives and their roles with this project
  - Relationships between firms involved in the project
  - Ownership structure of controlling development organization
  - Description of firms' in-house capabilities (Design, CM, equity position, etc.)
  - Percent of business dedicated to urban affordable and workforce housing projects
- Experience: Include local and national experience with the following:
  - Case studies of urban projects, including total SF of urban projects financed or developed in the past 10 years, including projects involving energy efficient design, green site development and green building practices
  - Specific projects similar to this opportunity
  - Up to five (5) references for similar projects
  - Address criteria listed herein under "Selection Process & Evaluation Criteria" under "3. Developer Team."

## **Selection Process & Evaluation Criteria**

CBRE will initially review the proposals to determine compliance with the Proposal Requirements. Only proposals that comply with these requirements will be considered for evaluation. If no proposal meets these requirements, the City may allow all Respondents to supplement their submissions to conform to these requirements.

Proposals will then be evaluated by a City Proposal Review Team assisted by CBRE using the evaluation factors listed below. Proposals that significantly deviate from the City's requirements and criteria may be found "non-responsive" without further evaluation. Proposals will be evaluated in their entirety – i.e., no one factor, but rather a combination of all of the following factors will determine the successful developer(s). At the City's sole option and discretion, Respondents may be provided the opportunity to present their development concept and program.

The City may obtain "best and final offers" from all Respondents judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject any and all proposals if such action is determined by the City to be in its best interest.

Final selection is subject to approval by the Bloomington Redevelopment Commission.

Following are the evaluation factors:

1. Financial Capability
  - Financing Plan: Provide Letters of Intent from any financing sources listed.
  - Financial Stability: Ability of the developer to utilize his/her relationships with lending institutions to complete development in a timely manner will be strongly considered.

- Demonstration of Project Feasibility: Developer demonstrates the feasibility of the project in its sources and uses.
2. Project
- Concept Design Quality: Strong preference given to projects that emphasize pedestrian scale, sustainable development and unique and innovative architecture, and which support the City's CTP Master Plan vision.
  - Development Timeline (with compliance to Indiana statutory disposition process): Project completion within twenty-four months of settlement.
  - Affordability Period: Each housing type should offer a defined affordability period, at minimum 15 years. Longer affordability terms will be given preference.
  - Workforce Housing: Strong consideration will be given to proposals offering non-subsidized affordable housing units as part of the development program.
  - Senior Affordable Housing: Strong consideration will be given to proposals allowing for accessible and secure units. Proposals are expected to provide for outdoor recreational/gathering space adjacent to the B-Line.
  - Commercial/Office Space: Strong consideration will be given to proposals that incorporate tech/life sciences office/employment space and/or retail/commercial mixes that serve needs of the residents and employees of the Trades District.
  - Green building and energy efficiency: Strong preference will be given to proposals that incorporate green building methods that target widely accepted energy efficiency standards and/or that incorporate renewable energy.
  - Mixed use: Strong preference will be given to proposals that offer a mix of appropriate uses over proposals that offer housing only solutions.
  - Tech, life sciences, research and development: Strong preference will be given to proposals that include these office uses.
3. Developer Team
- History of Team Partnership: The development team's experience working together will be considered.
  - Ownership Structure of controlling development organization
  - Description of firm's in-house capabilities (i.e., Design, CM, Equity position, etc.)
  - Low-Income Housing Tax Credit/HOME Investment Partnerships Program experience
  - Inclusion of Experience with MBE, WBE and DBE

## Additional Information

### CBRE Agency and Project Fee

CBRE is providing advisory services to the City of Bloomington and owes its duties solely to the City of Bloomington. The contract between the City of Bloomington and CBRE requires that the selected developer(s) pay CBRE a project fee equal to three and a half percent (3.5%) of the Total Project Cost. Total Project Cost is defined as the total sum of the project including land, construction, architectural, and design fees of all elements of the project. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected developer, to be executed prior or simultaneously with the Development or Project Agreement. Such fee should be included in developer pro-formas. The City shall make all decisions concerning the selection of Respondents.

## Communication Restrictions

Any and all questions concerning this RFP must be submitted via email to [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov).

Except for submittals of questions as described herein, effective upon the issuance of this RFP

Respondents are prohibited from contacting, engaging or speaking directly to employees, respondent, agents, or representatives of the City regarding this RFP and Project. This communication restriction is effective until the City announces its decision. Any inappropriate or unauthorized communications may result in the disqualification of Respondents.

## Additional Provisions, Notices

- A. **No Obligation to Proceed:** The City is under no obligation to proceed with this project or any subsequent project, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.
- B. **Proposal Withdrawal and Modification:** The City may allow a Respondent representative bearing proper authorization and identification to sign for, receive, and withdraw the Respondent's unopened proposal prior to submission deadline. A Respondent wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
- C. **Licenses and Permits:** The successful respondent shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Bloomington, Monroe County, other units of local government, the State of Indiana and the United States. The respondent certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.
- D. **Errors in Proposals:** Respondents are advised to make sure that their proposals are true and correct when submitted. Respondents will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing). This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the Department of Economic and Sustainable Development, the Department of Housing and Neighborhood Development, and counter-signed by the Respondent.
- E. **Respondent Expenses:** By submitting a response to this RFP or participating in the process, each respondent agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the respondent in connection with or resulting from the RFP process, including but not limited to costs for preparation/submission of proposals, travel and per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.
- F. **Proposal Life:** Respondents must hold their proposals open and pricing firm for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.
- G. **Revision to the RFP:** The City may modify or amend this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be posted on the City's web site ([www.bloomington.in.gov/rfp](http://www.bloomington.in.gov/rfp)). In such an event, the submission deadline may be extended, at the option of the City, to allow respondents the opportunity to revise their proposals accordingly.
- H. **Public Records:** The information supplied by a respondent as part of an RFP response will become the property of the City. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (Indiana Code 5-14-3).
- I. **Non-binding Oral Statements:** Respondents shall note that only the written answers provided will be binding on the City. These answers shall represent the City's official position and supersede any previous oral statements made at any time by City staff. The written answers will be posted on the City's web site ([www.bloomington.in.gov/rfp](http://www.bloomington.in.gov/rfp)) as addenda to this RFP.
- J. **Pricing Denominations:** All pricing shall be in United States Dollars (USD).

## Submittal Instructions

**Respondents must review the published Notice of Offering, Offering Sheet and Instructions to Bidders for full submittal details.**

Respondent must submit its completed proposal via electronic PDF format via email to the following contact by 5:00 pm EDT on Monday, December 7, 2015 to:

[ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov)

City of Bloomington | Attn: Danise Alano-Martin and Lisa Abbott  
401 N. Morton Street, Bloomington, IN 47404

With a copy to:

[gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com)

FTP: <https://cbftp.cbre.com>

CBRE, Inc. | Attn: Gordon Hendry  
101 W. Washington Street, Suite 1000 East, Indianapolis, IN 46204

**Proposals that are incomplete or delivered past the deadline may be disqualified.**

## Additional Resources

Addenda to this RFP will be posted at <http://bloomington.in.gov/rfp>

Offering Sheet, Notice of Offering and Instructions to Bidders:

[http://bloomington.in.gov/documents/viewDocument.php?document\\_id=9202](http://bloomington.in.gov/documents/viewDocument.php?document_id=9202)

Certified Technology Park Master Plan & Redevelopment Strategy:

<http://bloomington.in.gov/ctp>

City of Bloomington Consolidated Plan (2015-2019):

- [http://bloomington.in.gov/consolidated-plan-\(enhanced\)](http://bloomington.in.gov/consolidated-plan-(enhanced))
- <http://bloomington.in.gov/media/media/application/pdf/23260.pdf>

City of Bloomington Unified Development Ordinance:

<http://bloomington.in.gov/udo>

City of Bloomington Downtown Vision & Infill Strategy Plan:

<https://bloomington.in.gov/downtown-plan>

Bloomington Technology Partnership: <http://bloomingtontech.com>

Bloomington Life Sciences Partnership: <http://bloomingtonlifesciences.com>

OFFERING PACKET

Trades District  
Bloomington, Indiana

City of Bloomington  
October 21, 2015  
Redevelopment Commission

**NOTICE OF OFFERING:  
REAL ESTATE FOR SALE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on December 7, 2015, at 5:00 p.m. local time (EST), the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana—open and consider written offers for the purchase of certain real estate within The Trades District, described in more detail below (the “Property”).

The RDC is willing to entertain proposals for the purchase of all or part of the Property for the purposes described in this notice and associated Request for Proposals. The offer should meet the conditions set forth below.

Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within The Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
- 53-05-32-112-088.000-005
  - 53-05-32-112-086.000-005
  - 53-05-32-112-024.000-005
  - 53-05-32-100-015.000-005
  - 53-05-32-100-018.000-005
  - 53-05-32-100-036.000-005
  - 53-05-32-112-022.000-005
  - 53-05-32-112-025.000-005
  - 53-05-32-112-023.000-005
  - 53-05-32-112-026.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.

Offering Packet and Bid Deadline

The Offering Packet may be picked up in the ESD Department, Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. It is also available on the City’s website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov).

Items included in the Offering Packet are:

- This Notice of Offering,
- Offering Sheet, and

- Instructions to Bidders.

Items also available for review in Suite 150 in hard copy include the Offering Packet, the associated Request for Proposals, and the Master Plan for Bloomington's Certified Technology Park, also known as The Trades District. The Request for Proposals is also available on the City's website at <http://bloomington.in.gov/rfp> and the Certified Technology Park Master Plan is also available at <http://bloomington.in.gov/ctp>.

All offers must be filed with the ESD Department **no later than Noon EST on December 7, 2015** and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date may not be considered. Responses may be emailed before said deadline to both Danise Alano-Martin and Gordon Hendry at the email addresses above.

#### Development Standards and Limitations

1. As explained further in the Request for Proposals associated with this Property, the Redevelopment Commission seeks one or more developers to incorporate some combination of the following:
  - a. Workforce housing,
  - b. Affordable housing, preferably senior housing, with recreational plaza or greenspace amenities that leverage proximity to the adjacent B-Line Trail, and
  - c. Office space suitable for technology, life sciences, and research and development employment uses, and other retail or commercial space.
2. Student housing is explicitly not of interest to the RDC for this project.
3. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Selection

The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall take into account factors detailed further in the associated Request for Proposals, including price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for The Trades District, including intended use for high technology activity; and any other statutory criteria in Indiana Code § 36-7-14-22.

**Project Agreement.** A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by **Noon EST, Monday, December 7, 2015**, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated October 25, 2015

BLOOMINGTON REDEVELOPMENT COMMISSION

## OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Bloomington City Hall, Suite 150  
401 N. Morton St., Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the purchase of certain property it owns within The Trades District, specifically parcels west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail, described in more detail below (the “Property”) for the purposes described in this Offering Sheet. The proposal should meet the conditions set forth in this Offering Sheet.

### Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within The Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
  - 53-05-32-112-088.000-005
  - 53-05-32-112-086.000-005
  - 53-05-32-112-024.000-005
  - 53-05-32-100-015.000-005
  - 53-05-32-100-018.000-005
  - 53-05-32-100-036.000-005
  - 53-05-32-112-022.000-005
  - 53-05-32-112-025.000-005
  - 53-05-32-112-023.000-005
  - 53-05-32-112-026.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.
- D. A map showing the location of the Property is attached.

### Minimum Offering Price

The minimum offering price for purchase of the Property is One Million Nine Hundred Eighty Thousand Dollars (\$1,980,000).

### Development Standards and Limitations

1. As explained further in the Request for Proposals associated with this Property, the Redevelopment Commission seeks one or more developers to incorporate some combination of the following:
  - a. Workforce housing,
  - b. Affordable housing, preferably senior housing, with recreational plaza or greenspace amenities that leverage proximity to the adjacent B-Line Trail, and
  - c. Office space suitable for technology, life sciences, and research and development employment uses, and other retail or commercial space.
2. Student housing is explicitly not of interest to the RDC for this project.
3. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

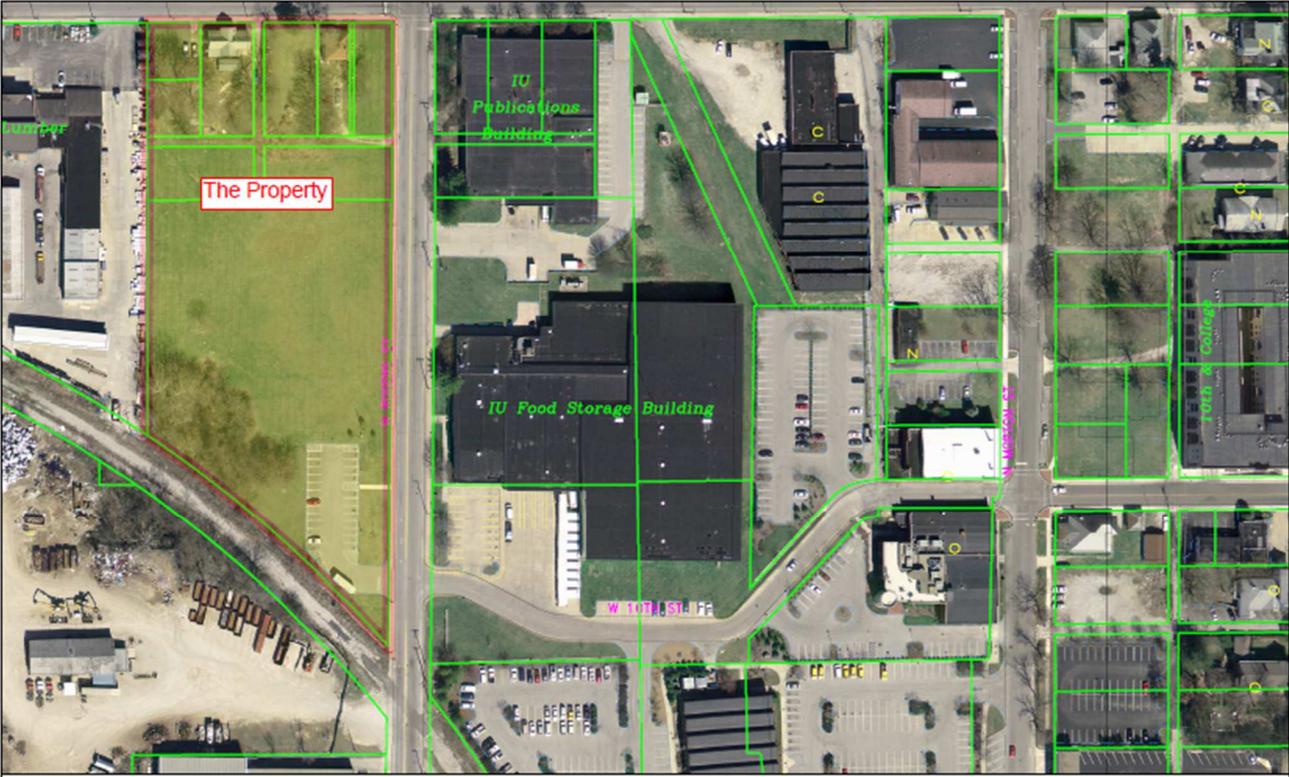
### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of the Property; all easements related to the Project; and restrictive covenants on use and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

### Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



## INSTRUCTIONS TO BIDDERS

1. **General:** In accordance with Indiana Code § 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering the properties described in Offering Sheet and Request for Proposals (the “Property”) for sale.
  - a. The RDC will ensure that the disposal of the Property is duly advertised in *The Herald-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. **Offering Packet:** The offering packet contains the RDC’s Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. In addition, interested bidders should review the associated Request for Proposals (RFP). Offering packets and the RFP may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov). Additionally, the Offering Packet and the RFP are both available on the City’s website at <http://bloomington.in.gov/rfp>.
  
3. **Electronic Submittal:** Bids must be submitted electronically via email as provided herein and received by **Noon EST on Monday, December 7, 2015.**

Bids shall be emailed to both Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) and to Gordon Hendry at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) and must be received before **Noon EST on Monday, December 7, 2015.** The Subject Line of the email transmittal should be the “Trades District West of Rogers Bid Proposal.” The message body shall contain the company or individual’s name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10 MB and should conform to other requirements detailed in the Request for

Proposals. Submissions received in any other format not listed above may be rejected. The City of Bloomington is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The City of Bloomington is not responsible for equipment or software failure that may cause delay or non-delivery.

At 5:00 p.m. EST on December 7, 2015, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include items detailed in the associated Request for Proposals, including purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Trades District.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Gordon Hendry, CBRE, at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) or to Danise Alano-Martin, Director, ESD, at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) by 5:00 p.m. EST on Friday, November 13, 2015. Questions should also be submitted to [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov).
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
8. **Purchase Price, Agency and Project Fee, and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (Indiana Code § 36-7-14-22). After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In making an offer, please note that CBRE is due an Agency and Project Fee ("Project Fee"). CBRE is providing advisory services to the City of Bloomington and owes its duties solely to the City of Bloomington. The contract between the City of Bloomington and CBRE requires that the selected Developer compensate CBRE a project fee equal to three and a half percent (3.5%) of the Total Project Cost. Total Project Cost is defined as the total sum of the project including land, construction, architectural, and design fees of all elements of the project. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected Developer to be executed prior or simultaneously with the Project Agreement. Such fee should be included in developer pro-formas. In determining the best offer, the RDC shall take

into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process (“Parties”); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City’s plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. Proposals should also respond in detail to the requirements of the associated Request for Proposals. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.
11. **Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner’s title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.
12. **Site Visit.** Potential bidders interested in touring the Property should email Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) to schedule a time. Site visit requests shall be submitted by 5:00 pm EST on Friday, November 13, 2015. Requests received after this deadline may not be accommodated.

**15-78**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONSTRUCTION CONTRACT FOR 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 pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or physically connected to the Consolidated TIF; and

**WHEREAS**, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct signal and sidepath improvements along West Bloomfield Road (West 2<sup>nd</sup> Street), including at the intersection of West Bloomfield Road (West 2<sup>nd</sup> Street) and Rolling Ridge Way (“Project”); and

**WHEREAS**, the Project is located in and physically connected to the Consolidated TIF; and

**WHEREAS**, the RDC approved the Form in Resolution 15-28; and

**WHEREAS**, Resolution 15-28 identified the Consolidated TIF as the source of funds for the Project; and

**WHEREAS**, Phase IV of the Form was identified as “Construction” of the Project, which estimated the cost of Construction as \$1,054,803; and

**WHEREAS**, pursuant to the RDC’s approval of the Project in Resolution 15-28, Staff has solicited bids, evaluated those bids, and identified the bid from Weddle Brothers for \$1,388,700 for the Construction of the Project as the best response; and

**WHEREAS**, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the estimated full cost of the Project and the cost of the Construction phase of the Project, which is attached to this Resolution as Exhibit A; and

**WHEREAS**, the RDC has available funds in the Consolidated TIF to pay for the Construction of the Project; and

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because the Project will improve the pedestrian access along West Bloomfield Road, improve entrance and egress from Twin Lakes Recreation Center, which serves the Consolidated TIF, and that the Construction of the Project serves the public's best interests.
3. The RDC hereby approves payment of an amount not to exceed \$1,388,700 from the Consolidated TIF (Fund 439-15-159001-53990) for the Construction of the Project, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims process.
4. The RDC recognizes that change orders which increase the cost of the Project ("Change Orders") may occur as a part of the Construction of the Project. The RDC hereby authorizes the Director of Planning & Transportation to approve Change Orders that (1) do not change the scope of the project and (2) which: (a) individually do not exceed \$7,500.00 and (b) collectively do not exceed 5% of the contract price. Any Change Order in excess of this authorization, or which can be approved by the RDC without delaying construction, must be approved by the RDC in advance. Any Change Order approved by the Director of Planning & Transportation must also be approved by the Controller and the Corporation Counsel prior to their implementation. All Change Orders that are approved by the Director of Planning & Transportation shall be reported to the RDC at its next scheduled meeting. For the avoidance of doubt, the approval of a Change Order by the Director of Planning & Transportation does not remove the requirement to comply with the City and the RDC's claims process.

5. The funding authorizations contained in this Resolution shall begin when the Contract is approved by the Board of Public Works and terminate on September 10, 2016, unless extended under the Agreement and approved by the RDC. If the Contract is not approved by the Board of Public Works, the funding authorizations contained in this Resolution shall have no effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

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Date

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** 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: **September 30, 2016** (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 <b>\$1,388,700</b> (Estimated Construction Cost)
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Redevelopment Commission Resolution 15-78, Exhibit A

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 the end of **September 2016**. Estimated cost is **\$1,388,700**.

*To Be Completed by Redevelopment Commission Staff:*

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

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

Redevelopment Commission Resolution 15-78, Exhibit B  
**AGREEMENT**

**BETWEEN**

**CITY OF BLOOMINGTON**

**PLANNING AND TRANSPORTATION DEPARTMENT**

**AND**

**WEDDLE BROS. BUILDING GROUP, LLC**

**FOR**

**West Bloomfield Road Sidepath, Intersection, and Signal Improvements Project**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Weddle Bros. Building Group, LLC, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the placement of a new asphalt sidepath on the north side of West Bloomfield Road, the installation of a new traffic signal, and the installation of new drives and curb.

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1.**      **TERM**

**1.01**      This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2.**      **SERVICES**

**2.01**      CONTRACTOR shall complete all work required under this Agreement on or before September 10, 2016, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

## Redevelopment Commission Resolution 15-78, Exhibit B

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3.        COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed one million three hundred thirty eight thousand seven hundred dollars and no cents (\$1,338,700.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4.**      **RETAINAGE**

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

**4.01      Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02      Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

**4.03      Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04      Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

**ARTICLE 5.**      **GENERAL PROVISIONS**

**5.01**      CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05 Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
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	The Deductible on the Umbrella Liability shall not be more than	\$10,000
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**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06** **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07** **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of

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employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**5.08.03** FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, disability, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or

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design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02 OR EQUAL:** Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

### **5.11 Amendments/Changes**

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

### **5.12 Performance Bond and Payment Bond**

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**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Weddle Bros. Building Group, LLC
Attn: Matt Smethurst, Project Manager	Attn: Lee E. Carmichael, President
P.O. Box 100 Suite 130	1201 West Third Street, P.O. Box 1330
Bloomington, Indiana 47402	Bloomington, IN 47402

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

## Redevelopment Commission Resolution 15-78, Exhibit B

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

### **5.18 Verification of Employees' Immigration Status**

Contractor 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). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor 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 Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor 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 Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar 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 contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**5.19 No Investment in Iran:** Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption

Redevelopment Commission Resolution 15-78, Exhibit B

and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor is not engaged in said investment activities.

Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

Weddle Bros. Building Group, LLC

BY:

BY:

\_\_\_\_\_  
Charlotte Zietlow, President, Board of Public Works

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Duane Busick, Member, Board of Public Works

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Frank Hrisomalos, M.D., Member, Board of Public Works

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Mark Kruzan, Mayor of Bloomington

Redevelopment Commission Resolution 15-78, Exhibit B  
**ATTACHMENT 'A'**

"SCOPE OF WORK"

West Bloomfield Road Sidepath, Intersection, and Signal Improvements Project

This project shall include, but is not limited to the placement of a new asphalt sidepath on the north side of West Bloomfield Road, the installation of a new traffic signal, and the installation of new drives and curb. All work shall be completed as shown on the plans and specifications included with the bid packet.





**ESCROW AGREEMENT**

**West Bloomfield Road Sidepath, Intersection and  
Signal Improvements Project**

THIS ESCROW AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Bloomington Board of Public Works (the "Owner"), and Weddle Bros. Building Group, LLC (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.
2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.
3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.
4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.
5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
  - A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.
  - B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the

Redevelopment Commission Resolution 15-78, Exhibit B

services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
- 6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.
- 7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
- 8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

**OWNER:**  
 City of Bloomington  
 Board of Public Works  
 By:

**ESCROW AGENT:**  
 First Financial Bank  
 By:

\_\_\_\_\_  
 Charlotte Zietlow, President

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CONTRACTOR:**  
 By:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Tax I.D. Number: \_\_\_\_\_