

AGENDA
REDEVELOPMENT COMMISSION
May 1, 2023, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

Join Zoom Meeting

<https://bloomington.zoom.us/j/84699748849?pwd=UFNJRExzTkVOM28yWTVCT0V3M2pYUT09>

Meeting ID: 846 9974 8849

Passcode: 035862

- I. ROLL CALL**
- II. READING OF THE MINUTES** – April 17, 2023
- III. EXAMINATION OF CLAIMS** – April 28, 2023, for \$59,839.10
- IV. EXAMINATION OF PAYROLL REGISTERS** – April 21, 2023, for \$33,875.98
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - A. Resolution 23-36: Amended Project Review and Approval Form for Hopewell
 - B. Resolution 23-37: Preliminary Design Contract for Hopewell West
 - C. Resolution 23-38: Notice of Offering for Hopewell West Parcels
 - D. Resolution 23-39: Approval of Additional Funds for Emergency Home Repair
 - E. Resolution 23-40: Local Funding Approval for Residential Rehabilitation Project at 357 S. Maple Street

*****BEGIN PUBLIC HEARING*****

 - F. HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan

*****END PUBLIC HEARING*****
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 17, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=12338>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Randy Cassady, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person.

Commissioners Absent: Deb Hutton

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Angela Van Roy, Program Manager, HAND

Others Present: Larry Allen, Attorney, Legal Department; Jeff Underwood, Controller; Alex Crowley, Director, Economic and Sustainable Development; Beth Cate, Corporation Counsel; Deb Kunce, J.S. Held; Holly Warren, Assistant Director for the Arts, Economic & Sustainable Development; Sam Dove

II. READING OF THE MINUTES – Sarah Bauerle Danzman moved to approve the April 3, 2023 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for April 14, 2023, for \$180,151.17. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for April 6, 2023, for \$32,383.62. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody informed the commission there will be a modified rehab resolution on the agenda for the May 1 meeting.

Zody reported that HUD will be monitoring HAND's HOME program in May and there will also be an Environmental Review monitoring in June.

Zody reported receiving RFI proposals for the Hopewell project.

B. Legal Report: Larry Allen was available to answer questions.

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

D. Business Development Updates: Alex Crowley gave an update on the work being done at the 4th Street Garage commercial space, which is going to be the Housing Hoosier Fiber Network. They are getting close to completing that work.

John Fernandez gave an update on the Trades District. Fernandez will send a memo with the Trades District updates to the commissioners. The memo is attached to the minutes.

VI. NEW BUSINESS

A. **Resolution 23-32: Approval of Mortgage and Lien for the Trades District Tech Center.**

Beth Cate explained that as recipient of an EDA grant, the RDC is subject to various terms of the grant that track various federal regulations. Cate said those requirements include that we grant a first lien to the EDA to secure our compliance with the basic terms of the grant. Cate said the EDA sent us a mortgage and agreement that they have pre-approved. This resolution will approve the mortgage and lien provided by the EDA.

Staff answered questions from the commissioners.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-32. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

B. **Resolution 23-33: Approval of Neighborhood Improvement Grants.** Angela Van Roy stated that the Council for Neighborhood Improvement Grants met on April 12, 2023, and provided the advice an input of the community for the allocation of the Neighborhood Improvement Grant Program funds. The recommendations are listed below:

- Bloomington Housing Authority Residents Council - \$6,410
- Prospect Hill Neighborhood Association - \$12,590
- Woodlands-Winding Brook HOA - \$11,000.

Van Roy answered questions from the Commissioners.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-33. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

C. **Resolution 23-34: Approval of Agreement for Trades Gateway Art with Weber Group.**

Holly Warren stated that the City solicited public input on Trades District Gateway Art designs for completion of the infrastructure project, and the City along with the public selected a design from Stefan Reiss as the winning design. City staff have negotiated an agreement with Weber Group to fabricate and install the Gateway Art for an amount not to exceed \$106,500.00.

Staff answered questions from the Commissioners.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-34. Deborah Myerson seconded the motion. The motion passed unanimously.

D. **Resolution 22-35: Agreement with Presidio for Electronic Door Access Updates to the Showers Business Plaza.** Larry Allen stated that as part of the purchase agreement for Showers Business Plaza (aka Showers West), the City needs to update the electronic door access system and obtain more licenses for electronic access to the property. City staff have negotiated an agreement with Presidio Networked Solutions LLC (Presidio) to provide the services for an amount not to exceed \$3,709.20.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to Approve Resolution 23-35. Sarah Bauerle Danzman seconded the motion. The motion passes unanimously.

VII. BUSINESS/GENERAL DISCUSSION – Cindy Kinnarney provided an update for the Hopewell Development Owners Representative. Kinnarney said the selection committee interviewed five vendors. Two finalist were interviewed based on consistent questions that were posed ahead of time. Additional questions were posed and references are currently being checked. The selection committee will schedule a date to review the final information that was requested and make a recommendation.

VIII. ADJOURNMENT – Sarah Bauerle Danzman moved to adjourn. The meeting adjourned at 6:10 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____



Dimension Mill Inc.
642 N Madison Street
Bloomington, IN 47404

TO: Bloomington Revelopment Commissson
FROM: John Fernandez, Senior Vice President, The Mill
DATE: April 17, 2023
RE: Trades District Management Agreement Update

A. Tech Center

1. The Bloomington Common Council approved a \$3.1 million appropriation ordinance on April 12th. With this additional appropriation, we have now secured all the local funding required to complete this project! This piece of legislation also formally empowered The Mill do take on the construction management function (along with our consultants).

2. The Mill, following a competitive process selected Weddle Bros to support our construction management services and Applied Engineering as our LEED commission agent. We sought construction management proposals from 5 firms and received two strong proposals from Weddle Brothers and Shiel Sexton. Following interviews and follow up Q&As, our evaluation team agreed that Weddle Brothers was the top choice. Our evaluation team included: Jen Pearl (BEDC), Alex Crowley, Beth Cate & Jeff Underwood (City) Ashley Thornberry and Drew White (StudioAxis), and me for The Mill. We interviewed two firms for the LEED commissioning agent.

3. On Monday, April 17th, we held a kickoff meeting with Weddle Bros, Applied Engineering, StudioAxis, the City of Bloomington and the BEDC. The goal was to solidify our schedule for finalizing construction / spec documents for EDA's review.

B. Trades District Garage

Pat East
Executive Director
pat@dimensionmill.org
317.965.2155 (c)

Anne McCombe
Chair of the Board
amccombe@metrostarsystems.com
812.320.0254 (c)

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@ dimension_mill
dimension_mill
DimensionMill



Dimension Mill Inc.
642 N Madison Street
Bloomington, IN 47404

Reviewing two competitive bids for commercial space design & build estimates for a tenant prospect. This potential would lease the entire commercial space.

C. Trades District Coming Attractions

1. The Mill is developing new website and marketing materials for the Trades District. This will include clarity on the development opportunities – parcels and target use, as well as information regarding the asking prices for the lots.
2. Need to advance new appraisals as soon as possible, as we are looking at potential investment opportunities.
3. Reviewing the CCRs adopted for the Tasus transaction that was terminated. New to evaluate these CCRs in context of the current market.

Pat East
Executive Director
pat@dimensionmill.org
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Anne McCombe
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23-36
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AMENDED PROJECT REVIEW AND APPROVAL FORM FOR DEVELOPMENT OF
NEW HOPEWELL NEIGHBORHOOD**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”); and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site (“Purchase Agreement”); and

WHEREAS, the RDC approved an amended Project Review Form in Resolution 22-10; and

WHEREAS, City staff believe it is in the best interest of the project to amend the Form to correct any errors, update it to reflect additional phases of the Project, and to include new sources of funds (“Amended Form”), and

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

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the Ameded Project Review and Approval Form that is attached to this resolution as Exhibit A.
3. The expenditure of funds is not approved by this Resolution. Funding is only approved when the Project Manager brings a contract or contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

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.

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

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$27,905,934.00
	\$35,165,575.13

Sources of funds:	Total: \$35,869,189.74
Consolidated TIF	\$25,000,000.00 \$30,000,000
Federal Roadway Reconstruction	\$2,905,934.00 \$4,069,189.74
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910 \$1,757,752	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000 \$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep.	Est. \$525,000	2023-24
	1h Website	Est. \$22,400	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03 \$6,278,268	2020-2023
	6a. Design – VS Engineering	\$729,029.033 \$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000 \$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	

7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$13,087,869	2022-2024
	7f. Utility Costs	\$250,00	2022-2023
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,0000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry
 - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
 - 22-95 Cassady Electric Lighting Relocation Phase 1 East
 - 22-100 Duke Energy Utility Relocation
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction
 - 23-21 Addendum #2 to Design Contract for Phase 1 East
 - 23-36 Amended Project Review and Approval Form
 - 23-37 Preliminary Design Contract for Hopewell West - Crossroad

To Be Completed by Redevelopment Commission Staff:

Approved on _____
 By Resolution _____ by a vote of _____

23-37
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PRELIMINARY DESIGN CONTRACT FOR HOPEWELL WEST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site now known as Hopewell, including redevelopment of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, the Project requires some preliminary design work to support the redevelopment on that portion of the site, and the project objectives include utility coordination, transportation and public facilities, property platting, and full design of Jackson Street from 1st Street to the new portion of University Street (“Services”); and
- WHEREAS, City staff solicited bids for an engineer and design consultant to perform the design Services, and out of three bids received, staff selected Crossroad Engineers as the best and most qualified bidder; and
- WHEREAS, City staff have negotiated an agreement with Crossroad Engineers to perform the Services for an amount not to exceed \$606,640.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works approved of the Agreement at its meeting on April 25, 2023; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; additionally, this Project is eligible for reimbursement from the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) grant; and

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an amount not to exceed \$606,640.00 to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Crossroad Engineers for Hopewell West

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 4/25/2023

Report: Hopewell West is the next phase in the City’s redevelopment of the IU Health legacy hospital site. Hopewell West encompasses the old main hospital site from 1st Street to 2nd Street and Rogers Street west to the access road at the rear of the site. The project will support the redevelopment and expansion of the historic Kohr building by constructing the utilities and a one block section of Jackson Street required for the development. Project objectives include utility coordination, transportation and public facilities, and property platting as outlined in the City’s BHRU Master Plan. This project will plat and develop preliminary design of the infrastructure and amenities for the entire site and complete the full design of Jackson Street from 1st Street to University Street

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals. The total contract amount is \$606,640.00. A TIF funding resolution for this contract will be presented to the RDC on May 1. Project costs will be reimbursed through the \$1.8 MM Regional Economic Acceleration and Development Initiative Grant.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	05/01/2023
Design Services Contract	Current Item	04/25/2023
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	Spring 2025
Construction Contract	Future	Spring 2025

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$606,640.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 3	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

PROJECT NAME: Hopewell West – Jackson Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, P.C., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to redevelop the Hopewell West site; and

WHEREAS, the Hopewell West site is better described as follows:

Fairview Street, University Street, Jackson Street from 1st Street to University Street, and the alleys within the project area; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "Services"; and

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

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

WHEREAS, the Consultant is aware the project is funded by the Regional Economic Acceleration & Development Initiative through the American Rescue Plan Act and subject to all terms and conditions of the City of Bloomington Redevelopment Commission's Grant Agreement with the Regional Opportunity Initiatives included in this agreement as Attachment 1;

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

Article 1. Scope of Services: Consultant shall provide preliminary design of Fairview Street, University Street, Jackson Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects. The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. As funding allows, the Consultant may complete further design of Fairview and University Streets and/or preliminary design of the New Greenway amenities described in the Master Plan. The tasks associated with this work, and assumptions that are

applicable to those tasks, are set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Engineering Department, to serve as the Board's representative for the project. Patrick shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

c. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination

seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

Board:

City of Bloomington
Engineering Department
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

CrossRoad Engineers, P.C.
Attn: Trent Newport
115 N 17th Ave
Beech Grove, IN 46107

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

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

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

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

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

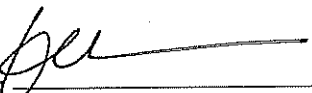
Consultant


City of Bloomington
Board of Public Works

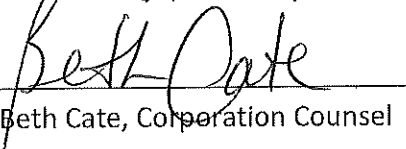
CrossRoad Engineers, P.C.

By: 
Kyla Cox Deckard, President

Trent Newport, P.E. L.S.
President

By: 
Elizabeth Karon, Vice President

By: 
Jennifer Lloyd, Secretary

By: 
Beth Cate, Corporation Counsel

City of Bloomington
Redevelopment Commission

By: _____
Cindy Kinnarney, President

EXHIBIT A
SCOPE OF WORK

The CONSULTANT shall be responsible for performing the following activities:

- A. Topographic Survey, Boundary, and Platting** – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ propose to provide a retracement boundary survey of the Indiana University Health Bloomington, Inc. and Monroe County Community School Corporation parcels approximately outlined in yellow on the survey exhibit below. This will meet Indiana Administrative Code 865 standards and will include a plat and report of survey that can be recorded as a permanent record of our survey.

BRCJ propose to prepare a subdivision plat, creating lots, street rights of ways and alleys in all of or a portion of the area included in our retracement boundary survey. The location of lines and corners of lots and rights of ways will be based on directions provided by the City of Bloomington. Semi-permanent monuments (5/8-inch rebar, magnetic nails, etc.) will be placed at all corners where practical.

BRCJ also propose to provide a topographic survey of the area approximately outlined in blue on the attached survey exhibit after the hospital demolition has been completed and the site has been restored to proposed post demolition conditions. This assumes the site will be clear of debris and will include the following services:

- a. Locate trees 6-inch in diameter and larger.
- b. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked by Indiana811. Please note: Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
- c. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
- d. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
- e. This scope of work does not include private utility locates or utility location exploration via excavation or potholing.
- f. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
- g. Provide contours of existing site conditions at 1-foot intervals.
- h. Horizontal control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will NAVD88, U.S. Survey Feet.
- i. All distances will be provided as grid distances.

- j. Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.
- B. Meetings and Coordination** – In general, this task involves recurring bi-weekly progress meetings, monthly stakeholder meetings, one public involvement meeting, and ancillary preparation work for associated tasks throughout the duration of the project through spring 2025 and construction start.
- C. Road Design and Plan Preparation** – In general, this task involves the preparation of design plans to allow the proposed project to be constructed.

The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. CONSULTANT will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- a. Title Sheet/Index
- b. Typical Sections
- c. Roadway Construction Details
 - i. Road Plan & Profiles
 - ii. Construction Details
 - iii. Road Cross Sections
- d. Intersection Construction Details
 - i. Grading spot elevations
 - ii. Pavement marking
- e. Stormwater Drainage Design
 - i. Plan and profiles as necessary
 - ii. Drainage structure details
- f. Erosion Control Plan
 - i. Consistent with local MS4 requirements for CSGP conformance
- g. Miscellaneous Details and Specifications, including lighting design.
- h. Water Main and Sanitary Sewer Main design and details
- i. Landscape plans and details
- j. Cross Sections

CONSULTANT will complete preliminary design of Fairview Street, University Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects.

For these segments, civil plans will be developed to approximately 30% stage. Construction drawings and CAD files up to 30% will be prepared in accordance with state and local laws and ordinances.

- D. Landscape Design and Plan Preparation** – CONSULTANT shall utilize the services of a subconsultant, Rundell Ernstberger Associates (REA), to provide landscape architecture services for this project.

REA will prepare 30% Plans that will further refine the site layout, design elements, architectural features, and illustrate the scale and relationship of the project components. Work will include coordination with the design team based on the design program and requirements, identification, and confirmation of programmatic and infrastructure needs, and the preparation of schematic plans and preliminary grading as needed to define the form and character of the platting, public spaces, and street cross sections. REA will prepare a rendered site plan and a preliminary cost opinion for REA's scope of work based on high level square footage costs. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

REA will assist in the preparation of construction documents for Jackson Street between 1st Street and University Street. REA will prepare construction documents to include landscape improvements for the project including landscape plans and site furnishings plans. Additionally, REA will assist in lighting layout and design coordination with Duke Energy and CONSULTANT. REA will coordinate with CONSULTANT on grading design, and REA will prepare updated cost opinions for REA's scope of work. REA anticipates milestone deliverables and progress review with CONSULTANT and the City of Bloomington at the 60%, 90%, and final plan completion stages. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

- E. Geotechnical Investigation and Pavement Design** – CONSULTANT shall utilize the services of a subconsultant, Patriot Engineering and Environmental, Inc., to provide pavement design and geotechnical services for this project. Laboratory, drilling, and Geotechnical Engineering Report will be performed in general accordance with all applicable AASHTO, ASTM methods, and will be based on INDOT guidelines. Pavement design will be performed utilizing the Mechanical Empirical design methodology.

- F. Bidding and Regulatory Submittals** – This phase will include the preparation of final bid documents, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. Services include development of a Stormwater Pollution Prevention Plan (SWPPP), preparation of the stormwater permit application and submittal to the IDEM. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

- G. Environmental Services** – CONSULTANT shall utilize the services of a subconsultant, Metric Environmental, to provide environmental services for this project. Metric will provide various environmental services as needed to support the site development design activities. Services include general assistance in Stormwater Pollution Prevention Plan (SWPPP) design, SWPPP field conditions site visit. Metric will also provide soil and water sampling tasks as needed during the design period. Additionally, Metric will be available for project meetings to provide recommendations on types of testing and or permitting that may arise during the design process.
- H. Construction Administration** – This work includes preparing for and attending pre-construction meetings, review of shop drawings, and responding to contractor questions as they arise during construction by both CONSULTANT and Rundell Ernstberger Associates.

**EXHIBIT B
COMPENSATION**

The CONSULTANT shall be paid for the following work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	\$ 47,060
B. Meetings and Coordination	\$ 65,700
C. Road Design and Plan Preparation	\$ 293,100
D. Landscape Design and Plan Preparation	\$ 94,370
E. Geotechnical Investigation and Pavement Design	\$ 18,800
F. Bidding and Regulatory Submittals	<u>\$ 34,630</u>
Total Section	\$ 553,660

The CONSULTANT shall be paid for the following work performed under this Agreement on a hourly basis NTE. The amount shown is estimated:

G. Environmental Services	\$ 17,500
H. Construction Administration	<u>\$ 35,480</u>
Total Section	\$ 52,980

The LPA, for and in consideration of the rendering of the services provided for of this Exhibit "B", agrees to pay the CONSULTANT on an hourly basis at the current rate. The CONSULTANT will be reimbursed the direct non-salary costs directly attributable to these services such as mileage and other out-of-pocket expenses, subject to approval as reasonable by the LPA, plus a 10% mark-up for task coordination and administrative efforts.

EXHIBIT C
PROJECT SCHEDULE

The project will be developed such that Jackson Street construction groundbreaking can be held in early 2025. Primary Platting will be developed such that a Plan Commission hearing can be held on July 10, 2023.

EXHIBIT D
KEY PERSONNEL

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

<u>Position / Responsibility</u>	<u>Name</u>
Principal-in-Charge	Trent Newport, PE LS
Overall Project Manager	Andrew Wolf, PE
Senior Project Manager	Willie Hall, PE
Principal-in-Charge (Landscape Architecture)	Kevin Osburn, PLA
Project Manager (Landscape Architecture)	Cecil Penland, PLA
Project Landscape Architect	Pat Stout, PLA
Project Manager (Environmental)	Karla McDonald, CHMM
Project Manager (Survey)	William Riggert, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of CrossRoad Engineers, P.C.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20_____.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

CrossRoad Engineers, P.C.
(Name of Organization)

By: _____
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

Start Date: January 2018
End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$27,905,934.00
	\$35,165,575.13

Sources of funds:	Total: \$35,869,189.74
Consolidated TIF	\$25,000,000.00 \$30,000,000
Federal Roadway Reconstruction	\$2,905,934.00 \$4,069,189.74
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910 \$1,757,752	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000 \$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep.	Est. \$525,000	2023-24
	1h Website	Est. \$22,400	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03 \$6,278,268	2020-2023
	6a. Design – VS Engineering	\$729,029.033 \$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000 \$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024

	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$13,087,869	2022-2024
	7f. Utility Costs	\$250,00	2022-2023
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,0000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry
 - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
 - 22-95 Cassidy Electric Lighting Relocation Phase 1 East
 - 22-100 Duke Energy Utility Relocation
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction
 - 23-21 Addendum #2 to Design Contract for Phase 1 East
 - 23-36 Amended Project Review and Approval Form
 - 23-37 Preliminary Design Contract for Hopewell West - Crossroad

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-38
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF OFFERING SHEETS FOR HOPEWELL PARCELS

- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31; and
- WHEREAS, the RDC desires to notice the offering of the parcels within the Hopewell Project to begin redevelopment on the site as depicted in Exhibit A; and
- WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property for sale; and
- WHEREAS, the RDC has obtained two separate appraisals of the Properties; and
- WHEREAS, pursuant to those appraisals, Staff has prepared a notice of offering for the Properties; and
- WHEREAS, the notice of offering is attached to this resolution as Exhibit A; and
- WHEREAS, in order to publically offer property for lease in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the lease of the Properties will enhance the development and economic development of the Consolidated TIF.
3. The Notice of Offering and Offering Sheet attached to this Resolution as Exhibit A are approved.
4. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed One Thousand Dollars (\$1,000.00) from the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering. This expenditure must comply with the City and the RDC’s claims process.

5. The funding authorization approved by this Resolution shall terminate December 31, 2023, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

NOTICE OF REAL ESTATE FOR SALE

Notice is hereby given that on May 15, 2023, at 4:30 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 Hopewell, 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. The offer should meet the conditions set forth below.

Property Descriptions and Information

- A. The Property generally consists of portions of the 11.33-acre site, located at 501-719 West 2nd Street.
- B. The Property specifically consists of a portion of the following parcels, identified by the following Parcel Numbers:
 - 53-08-05-115-012.000-009
 - 53-08-05-100-058.000-009
 - 53-08-05-100-059.000-009
 - 53-08-05-100-073.000-009
 - 53-08-05-100-132.000-009
 - 53-08-05-100-057.000-009
 - 53-08-05-100-119.000-009
- C. The Property offered excludes the parking garage on the site.
- D. The Offering Price for the property is \$10,600,000 in the aggregate, or \$1,600,000 for the Kohr Administration Building and \$9,000,000 for the developable land. Offers will be accepted for any portion of the lot(s) offered.
- E. A map of the Property can be found in the Offering Packet and is available upon request.
- F. The real estate is currently zoned MM – Mixed-Use Medium Scale; Transform Redevelopment Overlay.

Offering Packet and Bid Deadline

The Offering Packet may be picked up in the Legal Department, Suite 220, 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 Larry Allen at allenl@bloomington.in.gov or at (812) 349-3426.

Items included in the Offering Packet are:

- This Notice of Offering, and
- Offering Sheet.

All offers must be filed with the ESD Department **no later than 12:00 p.m. (Noon) EDT on May 17, 2023**, 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 Larry Allen at the email address above.

Development Standards and Limitations

1. The Redevelopment Commission is specifically interested in developers who will use the Property in conjunction with adjoining property (either that is already under the ownership or control of the developer or that is acquired at the expense of the developer) in a way that supports the development of Hopewell in accordance with the Hopewell development plan, which can be found at <https://bloomington.in.gov/hopewell>.
2. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
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. Offers may consist of consideration in the form of cash, other property, or a combination of cash and other property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value.

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(s) contribute to the City's plans for the Hopewell Neighborhood; 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 **no later than 12:00 p.m. (Noon) EDT on May 17, 2023.**

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

Dated May 2 and 9, 2023

BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
c/o Housing and Neighborhood Development Department
Showers City Hall, Suite 120
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the acquisition or lease of the Property located at 501-719 West 2nd Street. The RDC will consider and entertain proposals to use the property to develop affordable housing on the Property.

Legal Descriptions and Property Information

- A. The real estate to be sold includes portions of parcels located at 501-719 West 2nd Street, Bloomington, IN 47403 and the following parcel numbers:

Parcel Nos.
53-08-05-115-012.000-009
53-08-05-100-058.000-009
53-08-05-100-059.000-009
53-08-05-100-073.000-009
53-08-05-100-132.000-009
53-08-05-100-057.000-009
53-08-05-100-119.000-009

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

- B. The Property offered excludes the parking garage on the site. Offers will be accepted for any portion of the lot(s) offered.
C. The real estate is currently zoned MM – Mixed-Use Medium Scale; Transform Redevelopment Overlay.
D. A map showing the location of the Property is attached.

Minimum Offering Prices

The minimum offering price for purchase of the Property is \$10,600,000. This does not include the parking garage on-site. The Commission may consider offers for the Kohr Administration Building for a minimum of \$1,600,000 and 9,000,000 for the developable land on the site. Offers will be accepted for any portion of the lot(s) offered.

Development Standards and Limitations

1. The Redevelopment Commission is specifically interested in developers who will use the Property in conjunction with adjoining property (either that is already under the ownership or control of the developer or that is acquired at the expense of the developer) in a way that

supports the development of Hopewell in accordance with the Hopewell development plan, which can be found at <https://bloomington.in.gov/hopewell>.

2. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
3. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-l(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 for the Property, which shall address all easements related to the Project; restrictive covenants on use, affordability, 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 thirty (30) 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.

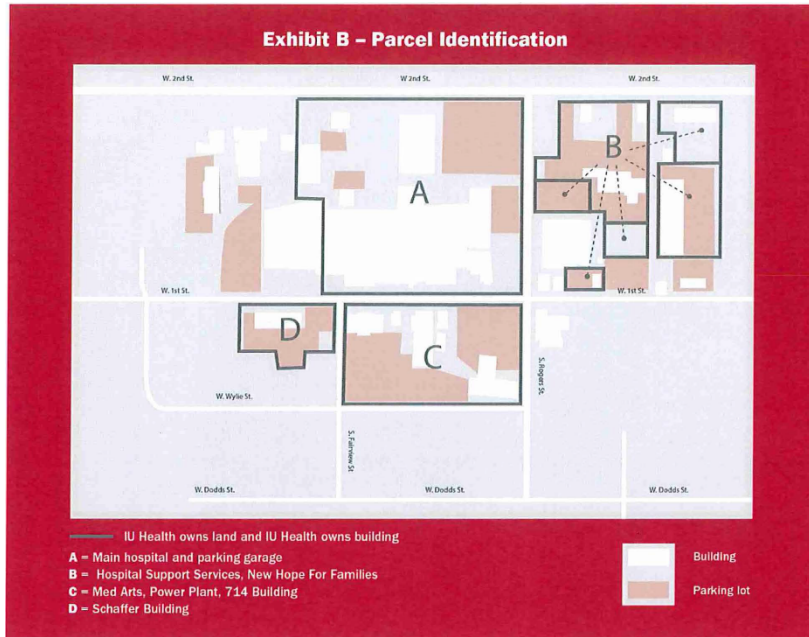
Requirements of Bidders

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.

OFFERING SHEET
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
Showers City Hall, Suite 220
401 N. Morton Street
Bloomington, IN 47404

SITE INFORMATION

The site is located at 501-719 West 2nd Street, Bloomington, IN 47403. Maps and Plats are available upon request. The site for sale is Parcel “A” as depicted in the following image:



The site is located on the site of the former IU Health Bloomington Hospital at 2nd and Rogers Streets, and is Bloomington’s newest neighborhood: Hopewell. Master Plan for redevelopment of Hopewell can be found online at <https://bloomington.in.gov/hopewell>



**23-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIR AT 213
N SHEFFIELD DRIVE**

WHEREAS, the City of Bloomington Redevelopment Commission may approve additional funds for the Department of Housing and Neighborhood Development's Emergency Home Repair Grant ("Grant Project"), a program under the City's Community Development Block Grant ("CDBG"); and

WHEREAS, funding limits under the Emergency Home Repair grants are typically not to exceed \$10,000.00; and

WHEREAS, bids were received for repairs to 213 N. Sheffield Drive ("Property"), and a breakdown of the best bid for the services is attached to this Resolution as Exhibit A; and

WHEREAS, City staff is requesting additional funds from the CDBG funds totaling an amount not to exceed \$4,134.54 (\$5,246.54 including 10% contingency of \$476.96, minus original \$1,112.00 contingency) for the additional Chimney and replace broken glass in basement door to the Property;

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

1. The RDC reaffirms its support of the Grant Project, and reiterates that it serves the public's best interests.
2. The RDC hereby approves the additional funds from the Community Development Block Grant to pay for the additional Chimney Repairs in a total amount not to exceed \$3,528.64.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

Breakdown of Costs
213 N Sheffield Drive
Brian & Brianna Alexander

Total of Accepted Bid: (Ankriss Services, Dave Padgett)	\$11,126.11
10% Contingency:	<u>\$1,112.00</u>
Total:	\$12,238.11
Staff Estimate:	\$12,300.00
E.H.R. Limit, \$10,000.00 for Owner Occupied Structure:	\$10,000.00
E.H.R. Lifetime Limit: \$20,000.00	
Difference, will need Board Approval:	\$2,238.11
Total amount of Original Contractor Bid:	\$11,126.11
10% Contingency:	\$1,112.00
Total of Original Contract:	\$12,238.11
Total Amount paid to date (4/25/23):	\$6,000.00
Amount remaining on original Contract as of 4/25/23:	\$6,238.11
Change order Request #1, additional chimney repairs:	\$4,319.58
Change Order Request #2, replace broken glass in basement door:	<u>\$450.00</u>
Total:	\$4,769.58
10% Contingency:	<u>\$476.96</u>
Total:	\$5,246.54
Minus Contingency amount:	<u>\$1,112.00</u>
Additional amount needed to include change order #1:	\$4,134.54

CITY GLASS OF BLOOMINGTON INC.
 719 WEST 17TH STREET
 BLOOMINGTON, IN 47404

PAGE NO: 1

PHONE: (812) 336-0138

received
 7/27/23
 BAC

CUSTOMER NO: *5 JOB NO: 000 PURCHASE ORDER: REFERENCE: CREATED BY: JO DATE / TIME: 4/25/23 11:42

CUSTOMER:
 **** CASH ****

DELIVERY ADDRESS:
 BRIAN ALEXANDER
 213 N. SHEFFIELD DR.
 BLOOMINGTON IN 47408

SALESPERSON:
 TAX: IN INDIANA SALES TAX

TERMINAL: 555

812-360-5655

C.O.D.: 422754

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1794.38	SI	IGDS34T	3/4" UNIT W/ 1/8" CLEAR TEMP		12.46	22.00 /SF	274.14
2				(QTY)1 27 1/2 X 65 1/4				
3	2	HR	LG	LABOR		2	65.00 /HR	130.00 N

REPRINT

TAXABLE 274.14
 NON-TAXABLE 130.00
 SUB-TOTAL 404.14

DEPOSIT AMT 0.00
 BALANCE DUE 423.33

TAX AMOUNT 19.19
TOTAL AMOUNT 423.33

X _____
 ACCEPTED BY



ANKRISS SERVICES
736 S. Morton
Bloomington, Indiana 47403
812-361-7620

received

4/26/23

BIC

WORK PERFORMED AT: 213 Sheffield

TO: City of Bloomington
401 N. MORTON
Bloomington IN

* Change ORDER
H.A.N.D. - ATTN: BARRY

DATE: 4/20/23

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

1.) Paragon Smoke chamber → 947.28

2.) Install STAINLESS LINER → 2,634.91

3.) Drop-in DAMPER → 531.70

Sub-total → \$4,113.89

Admin Fee → \$ 205.69

Change ORDER total → \$ 4,319.58

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year

In accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

Change Order # 01-2022
213 N. Sheffield St.
Alexander E.H.R.

This Addendum is in addition to the contract entered into on the 24th day of January, 2023 by and between Brian and Brianna Alexander, Owner and Ann-Kriss, Dave Padgett, Contractor.

In consideration of the additional contractual work to be performed at 213 N Sheffield Street Bloomington, Monroe County, Indiana, which is to be paid by the owner to the contractor hereto agrees to perform certain construction, repair, rehabilitation work, and services as described below, subject Addendum in no respect alters any conditions, both general and specific to the primary contract.

Work Description:	Amount: \$4,319.58
Description of Additional Work:	
1. Parge smoke chamber:	\$947.28
2. Install stainless Steel Liner:	\$2,634.91
3. Replace existing Damper (unusable) with drop-in damper:	\$531.70
4. Administration Fee:	<u>\$205.69</u>
Total Change Order #1 request:	\$4,319.58
Minus 10% Contingency:	<u>\$1,112.00</u>
Additional Funding requested:	\$3,207.58

-----LAST ITEM-----

CONTRACTOR:

Ann-Kriss Services, Dave Padgett

Signature of Contractor

OWNER:

Brian Alexander, Owner
Brianna Alexander, Owner

Signature of Owner(s)

APPROVED: Housing and Neighborhood Development Department

Barry J. Collins, Project Manager

Date of Approval _____

John Zody, H.A.N.D. Director

Date of Approval _____

23-40
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF LOCAL FUNDING FOR RESIDENTIAL REHABILITATION PROJECT AT
347 S. MAPLE STREET, BLOOMINGTON, IN**

- WHEREAS, the Housing and Neighborhood Development Department (“HAND”) through its participation with the HUD HOME Owner Occupied Rehabilitation Program, loans federal funding to income eligible City of Bloomington residents for qualified rehabilitation projects on owner occupied homes (the “Program”); and
- WHEREAS, Paula Worley applied for and was determined to be an eligible recipient of funds through the Program to rehabilitate her household and steps were taken by and between the parties to sign and fully execute a deferred loan and construction contract for rehabilitation of her home through the Program; and
- WHEREAS, the RDC approved additional use of funds for the work on the property in Resolution 22-51; and
- WHEREAS, HAND learned after performance of the construction contract had begun, but before any draw down of federal funding had occurred, that, through an oversight, the environmental assessment had not been performed which may remove this project from federal eligibility; and
- WHEREAS, Rather than face uncertainty as to how HUD might review and resolve this oversight, HAND wishes to fund this program using local funding and not federal funding while still binding the parties to the same HUD guidelines for recipient eligibility and scope of construction work parameters; and
- WHEREAS, there is an estimated \$27,267.19 of outstanding costs needed to be covered for this project, and a total actual costs for the project of \$67,787.19; and
- WHEREAS, HAND has the local funds available for this project.

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

1. The RDC reaffirms its support of this Project and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of HAND’s departmental funds and that it is appropriate to have used Program guidelines to determine recipient eligibility and the scope of work allowed for such a rehabilitation project.

3. The RDC hereby approves the funding for the construction as detailed in Exhibit A, which is attached and incorporated into this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

Accounting For
347 S. Maple St
Worley O.O.R.

Original Contract Amount including 10% Contingency:		\$59,054.50
Change Order #1:		
1. Pour Concrete Floor	\$2,300.00	
2. Roofing, gutters and downspout	\$450.00	
3. Carpentry replace all damaged/missing siding	\$2,250.00	
4. Total Change Order #1	\$5,000.00	\$5,000.00
Change Order #2:		
1. Lead Paint Clean-up/disposal in basement (Sturbaum)		\$1,157.13
Additional Lead Paint Expenses:		
Lead License we agreed to pay for Sturbaum		\$300.00
V.E.T. Basement Clearance Test:		\$1,433.53
V.E.T. additional XRF testing in Basement		<u>\$842.03</u>
Total actual Costs to date of project:		\$67,787.19
Total Amount paid to date:		<u>\$45,520.00</u>
Balance:		\$22,267.19
Estimated Additional work (Lead Testing/Clearance)		<u>\$5,000.00</u>
Estimated Project amount remaining:		\$27,267.19
This project is being paid from the HAND Program Acct #256		
Amount of funds remaining in the 256 account is approximately:		\$69,000.00
Minus Remaining estimated Worley Project amount:		<u>\$27,267.19</u>
Approximate amount remaining in the 256 account after Worley project:		\$41,732.81