

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**April 4, 2022 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

**The meeting will also be available via zoom**

**<https://bloomington.zoom.us/j/86522196155?pwd=NlpBYXE5WURWNDdQRlJNa1VicGl4dz09>**

**Meeting ID: 865 2219 6155**  
**Passcode: 452209**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – March 21, 2022 and Executive Summary for March 21, 2022
- III. EXAMINATION OF CLAIMS** –March 18, 2022 for \$1,572,562.36
- IV. EXAMINATION OF PAYROLL REGISTERS**–March 25, 2022 for \$34,420.87
- 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 22:18: Approval of Amendment to Construction Inspection Agreement for Improvements Along 17<sup>th</sup> Street between Monroe and Grant Street
  - B. Resolution 22:19: Approval of Construction Inspection Agreement for Improvements Along 17<sup>th</sup> Street between Walnut and Grant Street
  - C. Resolution 22-20: Confirming Approval of Additional Funds for Emergency Home Repair
  - D. Resolution 22-21: Approval of Additional Funding for an HVAC Improvement for the Dimension Mill
  - E. Resolution 22-22: To Approve Conveyance Agreement for Cottage Grove Parcel to Abutting Landowner
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, March 21, 2022, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room 401 North Morton Street, Room 135, and via zoom, with Cindy Kinnarney, President, presiding <https://catstv.net/m.php?q=10944>***

**I. ROLL CALL**

Commissioners Present: David Walter, Deborah Myerson, Deb Hutton, Cindy Kinnarney, Randy Cassady, and Martha Street, MCCSC Representative

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director; Christina Finley, Financial Specialist, HAND; John Hewett, Program Manager, HAND; Jeff Underwood, City Controller

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development (ESD); Dave Askins, B Square Bulletin; Clark Greiner, BEDC; Deb Kunce, JS Held; Holden Abshier, Citizen;

**II. READING OF THE MINUTES** – Deb Hutton moved to approve the March 7, 2022 minutes and the executive summary for March 7, 2022. Deborah Myerson seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for March 4, 2022, for \$153,387.04. Deborah Myerson seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for March 11, 2022, for \$34,420.85. Deborah Myerson seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

A. Director's Report. John Zody was available to answer questions.

B. Legal Report. Larry Allen stated the Redevelopment Commission met in executive session prior to this meeting at 4:30 p.m. to discuss real property transactions. Those conversations are confidential per Indiana code.

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

D. Business Development Updates: Alex Crowley was available to answer questions.

**VI. NEW BUSINESS**

A. Resolution 22-15: Approval of Agreement with Axis Architecture for Trades Tech Center. The City previously issued an RFQ soliciting proposals from qualified architectural and engineering firms to assist the City with Phase I of the project and Phase II, if the City was awarded an EDA grant. Axis Architecture was chosen as the best provider. Alex Crowley stated Axis has been working with the City and the team on the EDA grant for approximately one year. Crowley said this agreement formalizes the fees and responsibilities for the project.

Staff have negotiated an agreement with Axis for additional services for Phase II of the project for an amount not to exceed \$403,082.50.

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

Deb Hutton moved to approve Resolution 22-15, via roll-call vote. David Walter seconded the motion. The motion was unanimously approved.

- B. Resolution 22-16: Amendment to Agreement with J.S. Held for the Hopewell site redevelopment. In 2020, the RDC approved an agreement with CORE Planning Strategies, which became J.S. Held, to serve as the project manager for the redevelopment of the Legacy IU Health Bloomington Hospital Site (Hopewell). Redevelopment of the Hopewell site continues, and the City has continued need for a project manager throughout 2022. Staff have negotiated an amendment to the agreement with J.S. Held to perform additional services for an amount not to exceed an additional \$250,000 for a grand total not to exceed amount of \$367,342.00.

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

Deborah Myerson moved to approve Resolution 22-16, via roll-call vote. David Walter seconded the motion. The motion was unanimously approved.

- C. Resolution 22-17: Additional CDBG funds for Emergency Home Repairs. John Zody stated the funding limits under the Emergency Home Repair program are typically not to exceed \$7,500. Zody said we have a homeowner who received down payment and closing cost assistance from the City. Two weeks after the closing, a tree fell on the house. Zody said while dealing with insurance the homeowner realized the house needs to be gutted and dismantled in addition to removing asbestos. Bids were received for replacement of all wiring, electrical boxes, and receptacles, which totals \$12,475.00. Approximately \$3,000 will be covered by the homeowner's insurance. City staff is requesting an additions \$2,500 from the Community Development Block Grant to pay for the repairs with a grand total amount not to exceed \$10,000.

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

David Walter moved to approve Resolution 22-17, via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

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

David Walter announced he will be resigning from the Redevelopment Commission due to health reasons in coming weeks.

## **VIII. ADJOURNMENT**

Deb Hutton moved to adjourn. David Walter seconded the motion. The meeting adjourned.

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Cindy Kinnarney, President

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Deborah Myerson, Secretary

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Date

## EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, March 21, 2022, at 4:30 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, Suite 135, Bloomington, Indiana, and via ZOOM.

Commissioners Present: Randy Cassady, Deb Hutton, Cindy Kinnarney, Deborah Myerson, and David Walter.

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Jeffrey Underwood, Controller/Treasurer

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; and Alex Crowley, Director, Economic and Sustainability.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

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Cindy Kinnarney, President

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Deborah Myerson, Secretary

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Date



**22-18  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDMENT TO CONSTRUCTION INSPECTION AGREEMENT  
FOR IMPROVEMENTS ALONG 17<sup>TH</sup> STREET  
BETWEEN MONROE STREET AND GRANT STREET**

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets (“Project”); and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form; and
- WHEREAS, the RDC approved the construction inspection agreement with VS Engineering, Inc. in Resolution 22-11 for an amount not to exceed \$364,900.00 (“Agreement”); and
- WHEREAS, the construction contract for the Project has since been divided into two parts: a federally funded portion from Monroe to Walnut Streets and a locally funded project from Walnut to Grants Streets; and
- WHEREAS as a result of the division of the Project, it is necessary to amend the Agreement in conjunction, with the approved Agreement covering the federally funded portion of the project; and
- WHEREAS, staff have negotiated an amendment to the agreement, which is attached to this Resolution as Exhibit A and reduces the cost for services by \$60,500 for a total amount not to exceed \$304,400.00; and
- WHEREAS, an additional agreement for the locally funded project is being brought for approval in Resolution 22-19; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services pursuant to the terms of the amended Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.
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 Amended Construction Inspection Agreement and authorizes the City of Bloomington to expend an amount not to exceed Three Hundred Four Thousand Four Hundred Dollars (\$304,400.00), to be payable in accordance with the terms of the amended Agreement.
4. The payments authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Vice President

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Date



## Board of Public Works Staff Report

**Project/Event:** Approve Contract Amendment 1 for Construction Inspection Services with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 3/15/2022

**Report:** This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds).

VS Engineering was previously selected to perform construction inspection for this project. Compensation for these services was set at a not-to-exceed amount of \$364,900. The construction contract for this project has now been divided into two separate bids: a federally funded project from Monroe to Walnut and a locally funded project from Walnut to Grant. The construction inspection contract needs to be similarly divided to ensure that federally reimbursable inspection fees are tracked separately from the local inspection. This existing contract will be reduced by \$60,500 and a new contract will be set up for the locally funded project. The new compensation for these services is set at a not-to-exceed amount of \$304,400. This contract is TIF funded and requires RDC approval.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract*	Approved	11/09/2021
ROW Services Contract*	Approved	5/25/2021
Public Need Resolution	Approved	5/11/2021
<b>Construction Inspection Contract</b>	<b>Current Item**</b>	<b>3/15/2022</b>
Construction Contract	N/A***	2022

\* Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, originally approved 10/12/2021, revised amendment 11/9/2021.

\*\*Amendment 1 updates the original 12/21/2021 inspection contract to reduce services.

\*\*\*Construction contracts for federally funded projects are approved and managed by INDOT.

Print

## City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: 304,400

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: 5			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	INDOT-issued RFPs require selection of the most qualified firm.
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:

VS Engineering was scored as the most qualified firm based on the RFP

Neil Kopper

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Print/Type Name

Senior Project Engineer

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Print/Type Title

Engineering

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Department

**AMENDMENT No. 1  
LPA - CONSULTING CONTRACT**

This Contract Amendment No. 1 (“Amendment No. 1”) is made and entered into effective as of March 15 2022 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900402

**Project Description:**

This project consists of constructing an asphalt multi-use path along the north side of 17<sup>th</sup> Street from Monroe Street to Grant Street. There will also be replacement of sections of the concrete curb & gutter as well signal improvements at the intersection of 17<sup>th</sup> Street and Madison Street.

**RECITALS**

WHEREAS, the LPA and CONSULTANT did, on December 21, 2021, enter into a Contract for the 17<sup>th</sup> Street Multi-use Trail Construction Inspection Project, Des. 1900402; and

WHEREAS, the LPA desires that the CONSULTANT adjust the scope of Services set out in the above-described agreement to provide for services not included in the current project scope. The LPA has elected to remove a portion of the construction from this contract. This contract will now only cover the construction from Monroe Street to Walnut Street and the incidental items included; and

WHEREAS, in order to provide for the completion of the work, it is necessary to amend and supplement the Contract in the amount of \$ -60,500.00.

NOW, THEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. Section IV, Compensation: The last sentence is amended to read as follows:

The maximum amount payable under this Contract shall not exceed \$ 304,400.00.

2. Appendix “D” is amended to read as follows:

A. Compensation

1. The CONSULTANT will receive payment for the services performed under this Contract the total amount not to exceed \$ 304,400.00.
3. Except as herein modified, changed and amended, all terms of the original Contract dated December 21, 2021 shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]



**Non-Collusion.**

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

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

Approved by the Board of Public Works of the City of Bloomington on the 15th day of March, 2022.

**CONSULTANT**

Sanjay B Patel  
Signature

Sanjay B. Patel, P.E., President & CEO  
(Print or type name and title)

Attest:

[Signature]  
Signature

Andrew L. Bender, PE, COO/VP  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

Beth Cate, Corporation Counsel  
Signature BETH CATE, CORPORATION COUNSEL

FOR John Hamilton, Mayor  
(Print or type name and title)

Kyla Cox Deckard  
Signature

Kyla Cox Deckard, President, Board of Public Works  
(Print or type name and title)

[Signature]  
Signature

Beth Hollingsworth, Vice President, Board of Public Works  
(Print or type name and title)

[Signature]  
Signature

Elizabeth Karon, Secretary, Board of Public Works  
(Print or type name and title)

**COMPENSATION FOR ENGINEER'S SERVICES**

**17TH STREET MULTI-USE PATH FROM MAPLE STREET TO COLLEGE AVENUE AND  
INTERSECTION IMPROVEMENTS AT 17TH STREET AND MADISON STREET**

INDOT DES. NO 1900402

**FULL-TIME CONSTRUCTION ADMINISTRATION SERVICES**

VS ENGINEERING, INC.

ESTIMATED HOURS BY EMPLOYEE CLASSIFICATION						
TASK		Project Manager I	Project Supervisor II	JQOL Inspector	Project Inspector II	TOTAL
B.1	Review and monitor the construction schedule	-2	0	*	*	-2
B.2	Schedule and conduct job bi-weekly and monthly conferences	*	0	*	*	0
B.3	Serve as the Owner's liaison with the Contractor	-2	*	*	*	-2
B.4	Cooperate with the Owner in dealing with various agencies	0	0	*	*	0
B.5	Obtain from the Contractor a list of proposed suppliers and subcontractors	*	0	*	*	0
B.6	Obtain from the Contractor additional details of work	*	0	*	*	0
B.7	Furnish testing/sampling equipment	*	*	*	*	0
B.8	Obtain field samples of materials	*	-20	*	-150	-170
B.9	Review and approve shop drawings	0	0	*	*	0
B.10	Conduct on-site inspections, and review Contractor's work, tests and certifications	*	-100	-25	-260	-385
B.11	Consider and evaluate Contractor's suggestions and modifications	0	0	*	*	0
B.12	Prepare and maintain construction reports and records	*	-80	*	*	-80
B.13	Prepare weekly and monthly progress reports	0	0	*	*	0
B.14	Prepare progress estimates for periodic partial payments to the contractor	*	0	*	*	0
B.15	Document pay quantities and estimates and maintain records	*	0	*	*	0
B.16	Work schedule and suspension	0	0	*	*	0
B.17	Administer the contract	-4	0	*	*	-4
B.18	Develop project reports	*	-60	*	*	-60
B.19	Conflict of interest	*	0	*	*	0
<b>Total Hours</b>		<b>-8</b>	<b>-260</b>	<b>-25</b>	<b>-410</b>	<b>-703</b>
Hourly Billing Rate (regular rate)		\$136.42	\$107.10	\$101.02	\$77.45	
Hourly Billing Rate (O.T. rate)			\$127.84	\$115.08	\$92.45	

Subtotal Labor    -\$1,091.36    -\$26,601.60    -\$2,314.60    -\$30,479.50    -\$60,487.06

**Direct Costs**

Per Diem (\$26/day)		0 days	\$0.00
Lodging (\$97/day)		0 days	\$0.00
Travel Expenses (\$0.39/mile)		0 miles	\$0.00
Material Testing & Inspection Support	\$	- (as-needed)	\$0.00
<b>Subtotal Direct Costs</b>			<b>\$0.00</b>

**TOTAL FEE ESTIMATE - 17TH STREET MULTI-USE PATH AND INTERSECTION IMPROVEMENTS    -\$60,487.06**

**USE    -\$60,500.00**

Notes:

1) Construction period July 1, 2022 to August 31, 2023 (substantial completion), utility relocations during 2022 (part time) & full time 2023

City of Bloomington  
 Redevelopment Commission  
 Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** 17<sup>th</sup> Street Multimodal Improvements from Monroe Street to Grant Street

**Project Manager:** Neil Kopper

**Project Description:** This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17<sup>th</sup> Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17<sup>th</sup> Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17<sup>th</sup> Street and improvements to the lane alignments at the 17<sup>th</sup> Street and College Avenue intersection.

**Project Timeline:**

Start Date: August 21, 2017

End Date: December 31, 2023

**Financial Information:**

Estimated full cost of project:	\$5,386,745
Sources of funds:	



Federal Highway Administration <sup>1</sup>	\$2,052,000
Consolidated TIF / 2015 TIF Bond	\$3,334,745

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$839,745	August 2017 – December 2023 <sup>2</sup>
2	Right-of-Way Acquisition	\$650,000	January 2020 – December 2021
3	Total Construction Inspection	<del>\$364,900</del> \$391,800	May 2021 – December 2023
	3a. Amended (Monroe to Walnut)	\$304,400	
	3b Second Agreement (Walnut to Grant)	\$87,400	
4	Construction	\$2,602,000	February 2022 – December, 2022
	4a. Construction – Tree Clearing	\$22,500	2022

**TIF District:** Consolidated TIF (West 17<sup>th</sup> Street)

**Resolution History:** 17-52 Approval of Project Review and Approval Form  
 19-60 Update to Project Review and Approval Form  
 19-72 Approval of Design Contract  
 21-33 Amendment #1 to Design Contract  
 21-92 Approval of Funding for Right-of-Way Acquisition  
 21-11 Approval of Construction Inspection and Tree Clearing Contracts  
 21-18 Amended Construction Inspection Agreement  
 21-19 Construction Inspection Agreement (Walnut to Grant)

*To Be Completed by Redevelopment Commission Staff:*

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

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

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> This will extend through the construction phase to ensure engineering services are available throughout the construction process.

**22-19  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONSTRUCTION INSPECTION AGREEMENT  
FOR IMPROVEMENTS ALONG 17<sup>TH</sup> STREET  
BETWEEN WALNUT STREET AND GRANT STREET**

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets (“Project”); and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form; and
- WHEREAS, the RDC approved the construction inspection agreement with VS Engineering, Inc. in Resolution 22-11 for an amount not to exceed \$364,900.00; and
- WHEREAS, the construction contract for the Project has since been divided into two parts: a federally funded portion from Monroe to Walnut Streets and a locally funded project from Walnut to Grants Streets; and
- WHEREAS, City Staff brought an amended agreement with VS Engineering, Inc. in Resolution 22-18 to cover the federally funded portion of the Project; and
- WHEREAS, staff have negotiated a new construction inspection Agreement for the locally funded portion of the project from Walnut to Grants Streets, which is attached to this Resolution as Exhibit A, for an amount not to exceed \$87,400.00; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services pursuant to the terms of the amended Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.

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 Construction Inspection Agreement and authorizes the City of Bloomington to expend an amount not to exceed an Eighty-Seven Thousand Four Hundred Dollars (\$87,400.00), to be payable in accordance with the terms of the Agreement.
4. The payments authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Vice President

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Date



## Board of Public Works Staff Report

**Project/Event:** Approve Construction Inspection Contract with VS Engineering, Inc. for the 17th (Walnut to Grant) Multimodal Improvements Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 3/15/2022

**Report:** This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds).

VS Engineering was previously selected to perform construction inspection for this project. Compensation for these services was set at a not-to-exceed amount of \$364,900. The construction contract for this project has now been divided into two separate bids: a federally funded project from Monroe to Walnut and a locally funded project from Walnut to Grant. The construction inspection contract needs to be similarly divided to ensure that federally reimbursable inspection fees are tracked separately from the local inspection. This is a new contract which will only provide inspection services for the locally funded project between Walnut and Grant. The compensation for these services is set at a not-to-exceed amount of \$87,400. This contract is TIF funded and requires RDC approval.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract*	Approved	11/09/2021
ROW Services Contract*	Approved	5/25/2021
Public Need Resolution	Approved	5/11/2021
<b>Construction Inspection Contract</b>	<b>Current Item**</b>	<b>3/15/2022</b>
Construction Contract	Future***	2022

\* Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, originally approved 10/12/2021, revised amendment 11/9/2021.

\*\*Original inspection contract for full project length was approved 12/21/2021.

\*\*\*Construction contract only for locally funded eastern portion from Walnut to Grant.

Print

# City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: 87,400

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.

# of Submittals: 5	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	INDOT-issued RFPs require selection of the most qualified firm.		
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:

VS Engineering was scored as the most qualified firm based on the RFP

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**PROJECT NAME: 17<sup>th</sup> Street Construction Inspection**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 15<sup>th</sup> day of March, 2022, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and VS Engineering, Inc., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct a multi-use path along 17<sup>th</sup> Street to provide pedestrian facilities and

WHEREAS, the area is better described as follows:

The full project consists of constructing an asphalt multi-use path along the north side of 17<sup>th</sup> Street from Monroe Street to Grant Street. There will also be replacement of sections of the concrete curb & gutter. However, this contract is only for services during the construction from Walnut Street to Grant Street; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including construction oversight and inspection, which shall be hereinafter referred to as "the Services"; and

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

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

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

**Article 1. Scope of Services:** Consultant shall provide oversight and inspection of all construction activities required for the completion of this project. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. 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 Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by

reference as though fully set forth. For the portion of the project identified as 17<sup>th</sup> Street Construction Inspection, the total compensation paid, including fees and expenses, shall not exceed the amount of **Eighty-Seven Thousand Four Hundred Dollars (\$87,400.00)**. 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  
Planning and Transportation Dept.  
Attn: Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

Consultant:

VS Engineering, Inc  
Attn: Sanjay Patel  
4275 North High School Drive  
Indianapolis, IN 46254

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.

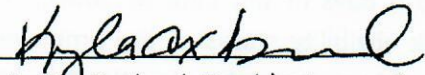
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

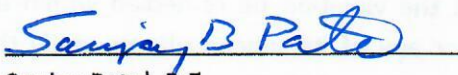
Owner

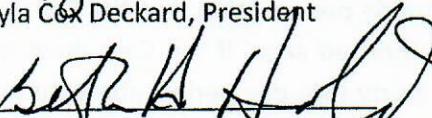
Consultant


City of Bloomington  
Board of Public Works

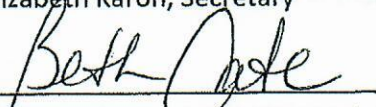
VS Engineering, Inc.

By:   
Kyla Cox Deckard, President

  
Sanjay Patel, P.E.  
President/CEO

By:   
Beth H. Hollingsworth, Vice President

By:   
Elizabeth Karon, Secretary

By:   
Beth Cate, Corporation Counsel

**EXHIBIT A**  
**SCOPE OF WORK AND FEE ESTIMATE**

**SERVICES TO BE FURNISHED BY CONSULTANT:**

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

The CONSULTANT shall be responsible for performing the following activities:

This scope of work is in support of the City of Bloomington 17<sup>th</sup> Street Project located between Monroe Street and Grant Street.

**Project Intent**

CONSULTANT shall provide construction administration / inspection services for the City of Bloomington 17<sup>th</sup> Street Project consisting of approximately 910 feet of asphalt trail, and new concrete curb & gutter.

The goal of the project is to connect the existing trail systems in the area and provide better pedestrian facilities along 17<sup>th</sup> Street.

**Project Administration/Management/Coordination:**

The proposed Project Manager and key personnel will meet with City officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication. Bi-weekly progress meetings will be conducted on-site with City representatives to review policy and procedural matters, to identify and solve site specific problems and review progress. The Project Supervisor will provide the City a weekly progress report summarizing the week's daily activities as well as a projection for the upcoming week's activities.



## **Construction Administration and Inspection**

### **Engineering Personnel**

For the Fulfillment of all services outlined below, the CONSULTANT will provide one (1) full-time Project Engineer/Supervisor, and construction inspectors as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the City and no personnel will be assigned to the project until approval is obtained. The Project Engineer/Supervisor will take directions from and report to the designated Project Coordinator on all matters concerning contract compliance and administration and will coordinate project activities with said Project Coordinator.

### **Description of Services**

1. **Construction Schedule**: Review the construction schedule prepared by the Contractor for compliance with the contract and provide detailed documentation concerning its acceptability.
2. **Conferences**: Attend preconstruction conferences as directed by the City, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the City for notification to those who are expected to attend. Record, as directed, minutes of such meetings, The CONSULTANT shall be available for conferences as requested to review working details of the project. The City may review and inspect the activities whenever desired during the life of the Agreement.
3. **Liaison**: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications. Applicable deviation observed shall be reported to the City by the Project Engineer/Supervisor.
  - a. Serve as the City's liaison with the traveling public and nearby affected business owners and property owners. The Project Engineer/Supervisor will offer information and provide field office numbers to interested parties. If necessary, the Project Engineer/Supervisor will attend and participate in any public information meetings.
4. **Assist** the City in obtaining from the Contractor a list of their proposed suppliers and subcontractors.
5. **Assist** the City in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
6. **Equipment**: Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.

7. **Samples:** Obtain field samples of materials to the site as required and deliver such samples to the appropriate laboratory.
8. **Shop drawings:**
  - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to City personnel for approval.
  - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the City when they believe it is necessary to disapprove work as failing to conform to the Contract Documents.
9. **Review of work, inspection, and tests**
  - a. Conduct on-site inspections for the City of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
  - c. Verify that required testing has been accomplished.
10. **Modification:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations.
11. **Records**
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
  - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to the City.
  - c. Maintain a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  - d. Maintain a set of drawings on which authorized changes are noted and deliver upon request, but in any event at the completion of the project.

- e. Prepare the Final Construction Record and Final Estimate as required. Provide a copy of the Final Construction Record.
12. **Reports:** Furnish at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
  13. **Progress estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the City for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
  14. **Project responsibility:** The Project Engineer/Supervisor will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
  15. **Work Schedule and Suspension:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the Project Coordinator. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
  16. **Contract Administration:** The CONSULTANT will administer the contract in accordance with City procedures.
  17. **Detail of Typical Report Requirements**

Several reports will be computer generated through the Appia software required by the City. The remaining reports will be computer generated on City approved forms.

    - a. Several sources pertaining to how the project is to be monitored and reported. Primary sources that will be used for this contract are the following:
      - i. City of Bloomington Standards
      - ii. INDOT Standard Specifications with applicable Supplemental Specifications for the project
      - iii. INDOT General Instructions to Field Employees
      - iv. Manual for Frequency of Sampling and Testing
      - v. INDOT Final Construction Record Guide
      - vi. INDOT Standards in coordination with the Contract Plans and Specifications
  18. **Conflict of Interest:** The CONSULTANT acknowledges and agrees the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including, but not limited to, construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor, or for any of the Contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT of the firm and CONSULTANT have a common director, common officer or common owner. For purposes of this section, an individual is associated with the

CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

**Director** – Any member of the board of directors of a corporation.

**Officer** – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

**Owner** – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

**EXHIBIT B  
COMPENSATION**

Payment to Consultant

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$87,400.00 unless an amendment is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively on this contract

<u>Classification</u>	<u>Base Rate</u>
Project Manager I	\$136.42
Project Supervisor II	\$107.10
Project Supervisor II – O.T.	\$127.84
Project Inspector II	\$77.45
Project Inspector II – O.T.	\$92.45
Utility Coordinator	\$79.83

Bureau of Labor and Statistics Employment Cost Index (ECI) shall be used to determine annual rate escalation in July of each year.

3. The CONSULTANT will be reimbursed for the direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, contract or temporary staffing, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement thereof.

B. Method of Payment

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

Mr. Neil Kopper, PE  
City of Bloomington  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

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

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

**EXHIBIT C  
PROJECT SCHEDULE**

**SCHEDULE:**

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

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

<b>TASK</b>	<b>COMPLETION</b>
Submit Final Construction Record	45 days after construction completion

**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.

**Position / Responsibility**

**Name**

Project Manager

Josh Eisenhauer, PE

Project Supervisor

Kevin Wierzbinski



**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Marion        )

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

1. The undersigned is the President of VS Engineering, Inc.
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.

Sanjay B Patel  
Sanjay Patel, P.E.  
President/CEO



STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Marion        )

Before me, a Notary Public in and for said County and State, personally appeared Sanjay B. Patel, PE and acknowledged the execution of the foregoing this 25th day of March, 2022.

Karen Williams  
Notary Public  
Karen Williams  
Printed name

My Commission Expires: 10/19/29  
County of Residence: Marion Commission Number: NP0736904

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

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 25th day of March, 2022.

VS Engineering, Inc.  
(Name of Organization)

By: *Sanjay B Patel*  
Sanjay Patel, P.E.  
President/CEO

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )



Subscribed and sworn to before me this 25th day of March, 2022

*Karen Williams*  
Notary Public  
Karen Williams  
Printed name

My Commission Expires: 10/19/29  
County of Residence: Marion Commission Number: NP0736904

**COMPENSATION FOR ENGINEER'S SERVICES**

**17TH STREET MULTI-USE PATH FROM COLLEGE AVENUE TO GRANT STREET**

**FULL-TIME CONSTRUCTION ADMINISTRATION SERVICES**

**VS ENGINEERING, INC.**

<b>ESTIMATED HOURS BY EMPLOYEE CLASSIFICATION</b>					
<b>TASK</b>		<b>Project Manager I</b>	<b>Project Supervisor II</b>	<b>Project Inspector II</b>	<b>TOTAL</b>
B.1	Review and monitor the construction schedule	4	4	*	8
B.2	Schedule and conduct job bi-weekly and monthly conferences	*	16	*	16
B.3	Serve as the Owner's liaison with the Contractor	6	*	*	6
B.4	Cooperate with the Owner in dealing with various agencies	2	2	*	4
B.5	Obtain from the Contractor a list of proposed suppliers and subcontractors	*	4	*	4
B.6	Obtain from the Contractor additional details of work	*	4	*	4
B.7	Furnish testing/sampling equipment	*	*	*	0
B.8	Obtain field samples of materials	*	10	30	40
B.9	Review and approve shop drawings	2	12	*	14
B.10	Conduct on-site inspections, and review Contractor's work, tests and certifications	*	350	80	430
B.11	Consider and evaluate Contractor's suggestions and modifications	4	12	*	16
B.12	Prepare and maintain construction reports and records	*	70	*	70
B.13	Prepare weekly and monthly progress reports	0	12	*	12
B.14	Prepare progress estimates for periodic partial payments to the contractor	*	8	*	8
B.15	Document pay quantities and estimates and maintain records	*	20	*	20
B.16	Work schedule and suspension	0	0	*	0
B.17	Administer the contract	2	2	*	4
B.18	Develop project reports	*	20	*	20
B.19	Conflict of interest	*	4	*	4
<b>Total Hours</b>		<b>20</b>	<b>550</b>	<b>110</b>	<b>680</b>
Hourly Billing Rate (regular rate)		\$136.42	\$107.10	\$77.45	
Hourly Billing Rate (O.T. rate)			\$127.84	\$92.45	
<b>Subtotal Labor</b>		<b>\$2,728.40</b>	<b>\$62,887.08</b>	<b>\$8,519.50</b>	<b>\$74,134.98</b>

**Direct Costs**

Per Diem (\$26/day)		60 days	\$1,560.00
Lodging (\$97/day)		60 days	\$5,820.00
Travel Expenses (\$.39/mile)		3,600 miles	\$1,404.00
Appia License	\$	2,000	\$2,000.00
Material Testing & Inspection Support	\$	2,500 (as-needed)	\$2,500.00
<b>Subtotal Direct Costs</b>			<b>\$13,284.00</b>

**TOTAL FEE ESTIMATE - 17TH STREET MULTI-USE PATH AND INTERSECTION IMPROVEMENTS \$87,418.98**

**USE \$87,400.00**

**Notes:**

- 1) Inspection hours include 4 hours first day and 2-3 hours each consecutive day during clearing
- 2) Construction period May 15, 2022 to October 1, 2022
- 3) Final Construction Record 45 calendar days after Final Completion
- 4) Projected staffing includes one (1) full-time Project Supervisor (assume 45hrs/wk), and additional Project Inspectors as needed during peak construction periods.

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** 17<sup>th</sup> Street Multimodal Improvements from Monroe Street to Grant Street

**Project Manager:** Neil Kopper

**Project Description:** This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17<sup>th</sup> Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17<sup>th</sup> Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17<sup>th</sup> Street and improvements to the lane alignments at the 17<sup>th</sup> Street and College Avenue intersection.

**Project Timeline:**

Start Date: August 21, 2017

End Date: December 31, 2023

**Financial Information:**

Estimated full cost of project:	\$5,386,745
Sources of funds:	

Federal Highway Administration <sup>1</sup>	\$2,052,000
Consolidated TIF / 2015 TIF Bond	\$3,334,745

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$839,745	August 2017 – December 2023 <sup>2</sup>
2	Right-of-Way Acquisition	\$650,000	January 2020 – December 2021
3	Total Construction Inspection	<del>\$364,900</del> \$391,800	May 2021 – December 2023
	3a. Amended (Monroe to Walnut)	\$304,400	
	3b Second Agreement (Walnut to Grant)	\$87,400	
4	Construction	\$2,602,000	February 2022 – December, 2022
	4a. Construction – Tree Clearing	\$22,500	2022

**TIF District:** Consolidated TIF (West 17<sup>th</sup> Street)

**Resolution History:** 17-52 Approval of Project Review and Approval Form  
 19-60 Update to Project Review and Approval Form  
 19-72 Approval of Design Contract  
 21-33 Amendment #1 to Design Contract  
 21-92 Approval of Funding for Right-of-Way Acquisition  
 21-11 Approval of Construction Inspection and Tree Clearing Contracts  
 21-18 Amended Construction Inspection Agreement  
 21-19 Construction Inspection Agreement (Walnut to Grant)

*To Be Completed by Redevelopment Commission Staff:*

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

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

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> This will extend through the construction phase to ensure engineering services are available throughout the construction process.

**RESOLUTION 22-20**

**CONFIRMING APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIR**

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 \$3,500.00 for mobile home; and

WHEREAS, bids were received for repairs to 2005 S Rogers Street, Lot 22 (“Property”) and are 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 \$8,000.00 (\$3,500 + additional \$4,500) for the remaining amount for the repairs 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 repairs in a total amount of \$4,500.00 for a grand total amount not to exceed of \$8,000.00.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date





City of Bloomington, IN  
 Bloomington IN 47404  
 (812)349-3401

# Specs By Location

Owner's Name

Owner's Phone #

**Address: 2005-22 S Rogers Street** **Unit: Unit 01**

**Location: 1 - General Requirements** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
1	<b>10 OWNER ACCEPTS SCOPE OF WORK *</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	0.00	0.00
2	<b>24 MANUFACTURER'S SPECS PREVAIL *</b> All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	0.00	0.00
3	<b>35 VERIFY QUANTITIES/MEASUREMENTS *</b> All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the Program Manager's. Contractor must verify all dimensions prior to submitting a bid. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.	1.00	GR	0.00	0.00
4	<b>55 WORK TIMES</b> Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR	0.00	0.00
5	<b>90 1 YEAR GENERAL WARRANTY *</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU	0.00	0.00
6	<b>100 FURNITURE REMOVAL/REPLACEMENT</b> Remove all furniture from room and store on site. Owner to remove and store all small items. Replace furniture upon completion of work.	1.00	RM	48.00	48.00
7	<b>120 FINAL CLEAN *</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	AL	500.00	500.00

**Location Total: 548.00**

Location: 2 - mechanical room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

8	2310	SUBFLOOR repair--5/8"	10.00	SF	15.00	150.00
repair any rotted and damaged subfloor. 5/8" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.						

Trade: 21 HVAC

9	6188	1" PVC CONDENSATE LINE	1.00	LF	2.50	2.50
Provide 1" PVC and fittings. Solvent weld after dyed cleaning step. Run from AC evaporator drain to nearest waste line.						

Location Total: 152.50

Location: 3 - Living room and hallway

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 20 Floor Coverings

10	5906	**RESILIENT FLOORING**	225.00	SF	8.00	1,800.00
Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.						

Location Total: 1,800.00

Location: 4 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

11	5906	**RESILIENT FLOORING**	250.00	SF	8.00	2,000.00
Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.						

Location Total: 2,000.00

Unit Total for 2005-22 S Rogers Street, Unit Unit 01: 4,500.50

Address Grand Total for 2005-22 S Rogers Street: 4,500.50

Bidder: \_\_\_\_\_





City of Bloomington, IN  
 Bloomington IN 47404  
 (812)349-3401

# Specs By Location

Owner's Name

Owner's Phone #

RDC Resolution 22-20  
 Exhibit A  
 10/1/2021

**Address: 2005-22 S Rogers Street** **Unit: Unit 01**

**Location: 1 - General Requirements** **Approx. Wall SF: 0** **Ceiling/Floor SF: 0**

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1</b>	<b>General Requirements</b>				
1	<b>10 OWNER ACCEPTS SCOPE OF WORK *</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant        Date        Applicant        Date	1.00	DU	_____	_____
2	<b>24 MANUFACTURER'S SPECS PREVAIL *</b> All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	_____	_____
3	<b>35 VERIFY QUANTITIES/MEASUREMENTS *</b> All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the Program Manager's. Contractor must verify all dimensions prior to submitting a bid. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.	1.00	GR	_____	_____
4	<b>55 WORK TIMES</b> Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR	_____	_____
5	<b>90 1 YEAR GENERAL WARRANTY *</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU	_____	_____
6	<b>100 FURNITURE REMOVAL/REPLACEMENT</b> Remove all furniture from room and store on site. Owner to remove and store all small items. Replace furniture upon completion of work.	1.00	RM	_____	100.-
7	<b>120 FINAL CLEAN *</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	AL	_____	100.-

**Location Total:** \_\_\_\_\_

Address: 2005-22 S Rogers Street

Unit: Unit 01

RDC Resolution 22-20  
Exhibit A

Location: 2 - mechanical room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
8	2310 SUBFLOOR repair--5/8" repair any rotted and damaged subfloor. 5/8" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.	10.00	SF		<u>350.-</u>

Trade: 21 HVAC					
9	6188 1" PVC CONDENSATE LINE Provide 1" PVC and fittings. Solvent weld after dyed cleaning step. Run from AC evaporator drain to nearest waste line. <i>* water problem to be diagnosed</i>	1.00	LF		<u>140.00</u>
Location Total:					<u>\$690.00</u>

Location: 3 - Living room and hallway

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 20 Floor Coverings					
10	5906 **RESILIENT FLOORING** Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.	225.00	SF		<u>2,681.40</u>
Location Total:					<u>2,681.40</u>

Unit Total for 2005-22 S Rogers Street, Unit Unit 01: 3,372.00

Address Grand Total for 2005-22 S Rogers Street: 3,372.00

Bidder: Aww-Kuss Llc  
736 S. Morton St.  
Bloomington IL  
47403



Ann-Kriss LLC  
796 S. Morton  
Birmingham, Alabama 35203  
833.583.2620  
annkriss@annkriss.com

PROJ. NUMBER

City of Bloomington  
401 N. Morton St.  
Bloomington TN

2055-22 S. Rogers  
Bloomington TN

DATE  
8/23/22

YEAR WORK ORDER NO.

DATE NO.

Estimate

Kitchen

- 1.) Remove old laminate
- 2.) Repair subfloor - (not to exceed 10 sq ft.)
- 3.) Level subfloor
- 4.) Install new trim (against existing)
- 5.) Install laminate (allowance not to exceed 4.25 sq ft.)

Total = \$ 8,248.11

All materials to be installed and the work shall be performed in accordance with the drawings and specifications prepared for the work and not with reference to a contractor's estimate unless otherwise stated on the approved set of

DATE

Prepared by: \_\_\_\_\_

Approved by: \_\_\_\_\_

ANN-KRIS

08 ENG - 2022





City of Bloomington, IN  
Bloomington IN 47404  
(812)349-3401

## Specs By Location

Owner's Name

Owner's Phone #

Address: 2005-22 S Rogers Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1</b>	<b>General Requirements</b>				
1	<p><b>10 OWNER ACCEPTS SCOPE OF WORK *</b></p> <p>The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ &amp; referred to as Exhibit 1. After careful review the applicant understands &amp; accepts the work described &amp; has initialed &amp; dated each page of this WWU.</p> <p>X _____ X _____ Applicant Date Applicant Date</p>	1.00	DU	0.00	0.00
2	<p><b>24 MANUFACTURER'S SPECS PREVAIL *</b></p> <p>All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.</p>	1.00	GR	0.00	0.00
3	<p><b>35 VERIFY QUANTITIES/MEASUREMENTS *</b></p> <p>All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the Program Manager's. Contractor must verify all dimensions prior to submitting a bid. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.</p>	1.00	GR	0.00	0.00
4	<p><b>55 WORK TIMES</b></p> <p>Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.</p>	1.00	GR	0.00	0.00
5	<p><b>90 1 YEAR GENERAL WARRANTY *</b></p> <p>Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.</p>	1.00	DU	0.00	0.00
6	<p><b>100 FURNITURE REMOVAL/REPLACEMENT</b></p> <p>Remove all furniture from room and store on site. Owner to remove and store all small items. Replace furniture upon completion of work.</p>	1.00	RM	48.00	48.00
7	<p><b>120 FINAL CLEAN *</b></p> <p>Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.</p>	1.00	AL	500.00	500.00

Location Total:

548.00

Location: 2 - mechanical room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 10 Carpentry

8	2310	SUBFLOOR repair--5/8"	10.00	SF	15.00	150.00
repair any rotted and damaged subfloor. 5/8" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.						

Trade: 21 HVAC

9	6188	1" PVC CONDENSATE LINE	1.00	LF	2.50	2.50
Provide 1" PVC and fittings. Solvent weld after dyed cleaning step. Run from AC evaporator drain to nearest waste line.						

Location Total: 152.50

Location: 3 - Living room and hallway

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 20 Floor Coverings

10	5906	**RESILIENT FLOORING**	225.00	SF	8.00	1,800.00
Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.						

Location Total: 1,800.00

Location: 4 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 20 Floor Coverings

11	5906	**RESILIENT FLOORING**	250.00	SF	8.00	2,000.00
Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.						

Location Total: 2,000.00

Unit Total for 2005-22 S Rogers Street, Unit Unit 01: 4,500.50

Address Grand Total for 2005-22 S Rogers Street: 4,500.50

Bidder: \_\_\_\_\_



9/20/2021

# Specs By Location



City of Bloomington, IN  
Bloomington IN 47404  
(812)349-3401

Owner's Name

Owner's Phone #

**Address:** 2005-22 S Rogers Street **Unit:** Unit 01

**Location:** 1 - General Requirements **Approx. Wall SF:** 0 **Ceiling/Floor SF:** 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
1	<b>10 OWNER ACCEPTS SCOPE OF WORK *</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
2	<b>24 MANUFACTURER'S SPECS PREVAIL *</b> All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	_____	_____
3	<b>35 VERIFY QUANTITIES/MEASUREMENTS *</b> All measurements (i.e SF of Drywall, or those provided w/ drawings) are for the Program Manager's. Contractor must verify all dimensions prior to submitting a bid. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.	1.00	GR	_____	_____
4	<b>55 WORK TIMES</b> Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR	_____	_____
5	<b>90 1 YEAR GENERAL WARRANTY *</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU	_____	_____
6	<b>100 FURNITURE REMOVAL/REPLACEMENT</b> Remove all furniture from room and store on site. Owner to remove and store all small items. Replace furniture upon completion of work.	1.00	RM	_____	_____
7	<b>120 FINAL CLEAN *</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	AL	_____	_____

**Location Total:** \_\_\_\_\_

**Address: 2005-22 S Rogers Street** **Unit: Unit 01**

**Location: 2 - mechanical room** **Approx. Wall SF: 0** **Ceiling/Floor SF: 0**

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 10** **Carpentry**

8	2310	SUBFLOOR repair--5/8" repair any rotted and damaged subfloor. 5/8" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.	10.00	SF		
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**Trade: 21** **HVAC**

9	6188	1" PVC CONDENSATE LINE Provide 1" PVC and fittings. Solvent weld after dyed cleaning step. Run from AC evaporator drain to nearest waste line.	1.00	LF		
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**Location Total:** \_\_\_\_\_

**Location: 3 - Living room and hallway** **Approx. Wall SF: 0** **Ceiling/Floor SF: 0**

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 20** **Floor Coverings**

10	5906	**RESILIENT FLOORING** Remove all water damaged laminate flooring in the living room to a point in the hallway where a transition can be made, replace the floor covering with a similar product or Click lock vinyl product. Replace any damaged subfloor. Allow for replacement of 1 sheet of plywood in the subfloor.	225.00	SF		
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**Location Total:** \_\_\_\_\_

**Unit Total for 2005-22 S Rogers Street, Unit Unit 01:** \_\_\_\_\_

**Address Grand Total for 2005-22 S Rogers Street:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_



**22-21**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDITIONAL FUNDING FOR AN HVAC IMPROVEMENT FOR THE  
DIMENSION MILL**

WHEREAS, on September 6, 2016, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing a project to renovate the Dimension Mill for use as tech office space (the “Project”) in the portion of the CTP commonly known as The Trades District in Resolution 16-55;

WHEREAS, Dimension Mill, Incorporated (“DMI”), entered into a lease agreement with the RDC to operate the Mill as a shared-office space for technology startups and entrepreneurs;

WHEREAS, the City hired VET Environmental Engineering, LLC (“VET”) to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in two of the offices in the Dimension Mill;

WHEREAS, in Resolution 21-86, the RDC approved installation of an energy recovery ventilator (ERV) in the space (“Services”) with Harrell-Fish Incorporation (“HFI”) for an amount not to exceed Nineteen Thousand Three Hundred and Twenty-Five Dollars (\$19,325.00);

WHEREAS, do to supply chain shortages and inflation, HFI and City staff have determined that the best course of action is to modify the agreement to include the installation of two smaller ERVs, which are available to make the offices habitable again;

WHEREAS, as a result of the installation of the two smaller ERVs would increase the costs to the Project by \$6,510.00 for a total amount not to exceed \$25,835.00

WHEREAS, the updated quote is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available funds in both its revenue account (“444 Account”) and Consolidated TIF account to pay for the Services;

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, and finds that the Services are the best interest of the Project and the RDC’s continued support of DMI. Further the Services would provide a public improvement to the Dimension Mill as part of its overall renovation.
2. The RDC hereby authorizes City Staff to expend an amount not to exceed Twenty-Five Thousand Eight Hundred and Thirty-Five Dollars (\$25,835.00) for the Services from HFI from either the RDC’s general services account (444-15-150000-53990) or the Consolidated TIF.



**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date



The Mill  
642 N Madison Street  
Bloomington, IN 47404

March 21, 2022

Re: Energy Recovery Ventilators – Suites 112 & 113

Harrell-Fish, Inc. proposes to furnish labor, tools, and materials to install new Energy Recovery Ventilators and ductwork systems at the facility address listed above. The ERV systems will provide (4) additional air changes per hour based off the combined 22,440-cu ft of suites 112 & 113. The following scope applies-

**Inclusions:**

- Furnish and install (2) new Greenheck indoor energy recovery ventilator: Static plate, heat & humidity transfer, 745-CFM, 120V, variable speed ECM exhaust and fresh air intake motors, MERV-8 2” pleated filters. ERVs to be mounted and suspended from ceiling in southeast corner of Suite 112 and northeast corner of Suite 113.
- Furnish and install (2) new Greenheck fan speed controllers for each ERV.
- Furnish and install approximately (80) linear feet of 8” spiral ductwork, fittings, and diffusers to condition both Suites 112 & 113. All ductwork to be painted white to match existing ceiling color.
- Furnish and install roof penetrations, flashings, patch work, rain and weather caps for exterior ductwork.
- Furnish and install (2) new 120V electrical supply circuits to power ERVs. These circuits to be supplied off existing wall outlet circuits that supplies suites 112 and 113 per facility as built drawings.
- Furnish and install all other necessary items for installation e.g., mounting hardware, ductwork and equipment hangers, wall penetration flashings, etc.
- Start-up and verify proper operation, lift rental, labor, & sales tax

**Exclusions:**

- Overtime/Shift work
- Work outside of the above stated scope

Total Job Cost: \$25,835.00

(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee.

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.)

Thank you for the opportunity to submit this proposal. Please let me know if you have any further questions.

Sincerely,

Harrell-Fish, Inc.  
Linden Sasse  
Account Manager  
[lsasse@harrell-fish.com](mailto:lsasse@harrell-fish.com)  
812-343-8151

\_\_\_\_\_  
Customer Acceptance

\_\_\_\_\_  
Date

***This proposal is subject to the accompanying HFI Standard Terms and Conditions***

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 [www.harrell-fish.com](http://www.harrell-fish.com)



State Plumbing Commission No. CO89100025

An Equal Employment Opportunity Employer



#### HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 [www.harrell-fish.com](http://www.harrell-fish.com)



State Plumbing Commission No. C089100025

An Equal Employment Opportunity Employer

**22-22**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**TO APPROVE CONVEYANCE AGREEMENT FOR**  
**COTTAGE GROVE PARCEL TO ABUTTING LANDOWNER**

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a Certified Technology Park (“CTP”) in Downtown Bloomington; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-22.6, the RDC is vested with the power to disburse and offer for sale real property to abutting landowners; and
- WHEREAS, in accordance with Indiana Code § 36-7-14-22.6, the RDC offered parcels for sale beginning in November, 2021, pursuant Resolution 21-87; and
- WHEREAS, offers were opened and received on December 6, 2021; and
- WHEREAS, one of the offers received was for \$100.00 from abutting landowner Michael Flory for the following parcel:  
Parcel No. 53-05-32-110-013.000-005  
Legal Description: 01363830-00 MILEN & RICE PT (S25’) Lot 5; and
- WHEREAS, Staff is requesting authorization to negotiate a final closing price and close on the real estate described above with the abutting landowner pursuant to Indiana Code § 36-7-14-22.6(h)(1);

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

1. The RDC finds that the sale of the Property, as described above and depicted in Exhibit B, has a valid public purpose.
2. The RDC authorizes Assistant City Attorney Larry Allen to negotiate the final closing price, which shall be the offered price of \$100 plus the costs associated with the sale, including title insurance, recording fees, and advertising costs.
3. Contingent upon acceptance of the final terms in Section 2, the RDC authorize staff to close the conveyance with abutting landowner Michael Flory.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Vice President

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Date

Offers to purchase properties offered for sale by the Bloomington Redevelopment Commission in its offer dated November 26, 2021.

This set of offers to purchase properties offered for sale by the Bloomington,, Indiana Redevelopment Commission in its offer dated November 26, 2021 R. Michael Flory, owner of the property located at 913 W. 11<sup>th</sup> Street, Bloomington, Indiana. I have owned the property at 913 W. 11<sup>th</sup> Street for over 30 years. I have over 25 years of experience as an attorney for the City of Bloomington and Monroe County, Indiana. Much of the legal work I did in both positions consisted of various redevelopment and economic development projects.

Since retirement in July of 2020 I have engaged in private practice on a limited basis. One of the main--and most interesting --projects I have worked on is the effort of Blind Squirrels, LLC to amend the Joe Greene PUD located at the point where That Road T's into South Rogers Street. The existing PUD on this property has been amended to allow for the construction of accessible housing, and certain business uses that will be of service to the Clear Creek neighborhood. Work on this project has given me contacts that will help efforts to bring new, accessible housing to the currently undeveloped portions of parcels offered for sale by the Bloomington RDC, by increasing the possibility of combining with certain abutting property to yield lots that meet the minimum required square footage for development under the recently revised zoning code.

1. Offer to purchase abutting parcels:

I offer \$100 each to purchase Lot 5 and Lot 6. I qualify as an abutting landowner under IC 36-7-14-22.6(a)(1) in that my property at 913 W. 11<sup>th</sup> "touches on" the property that is the subject of this sale. Standing alone the parcels offered for sale do not constitute developable property. Joined to abutting property, they allow for subdivision of a portion of abutting property into developable parcel(s). As such, sale of these parcels to me will constitute the highest and best use of the property, and the Bloomington RDC can make this determination pursuant to IC 36-7-14-22.6 (d)(1).

The legal description of Lot 5 is 01363830-00 MILEN & RICE PT (S25') Lot 5

The legal description of Lot 6 is 01363820-00 MILEN & RICE PT (S25') Lot 6

FLORY offer to purchase (page 1 of 2)

R. Michael Flory /s/  
6 December 2021

FLORY offer to purchase (page 2 of 2)  
Bloomington Redevelopment Commission  
NOTICE of 26 November 2021; sale 6 December 2021

2. Offer to purchase additional parcels offered for sale

In addition to the offer to purchase the two abutting properties, I offer to purchase the following other parcels offered for sale. The purpose of these offers is to facilitate efforts to combine the undevelopable parcels with other parcels such that developable lots will result through permissible subdivision. Further purpose is to allow for more comprehensive planning and coordination for the construction of new accessible housing stock along this stretch of East Cottage Grove.

Lot 15, the legal description of which is 013-63870-00 MILLEN & RICE PT (S 25')  
LOT 15  
Amount offered: \$2025.00

Lot 14, the legal description of which is 013-63860-00 MILLEN & RICE PT (25' x 50'  
S. END ) LOT 14.  
Amount offered: \$100.00

Lot 13, the legal description of which is 013-63850-00 MILLEN & RICE PT (S25')  
LOT 13; & 6' x 25' VACATED ALLEY  
Amount offered: \$150.00

Lot 12, the legal description of which is 013-63920-00 MILLEN & RICE PT LOT 12;  
(50' X 25') & 6' x 25' VACATED ALLEY  
Amount offered: \$150.00

Lot 9, the legal description of which is 013-63840-00 MILLEN & RICE PT (S25') LOT  
9  
Amount offered: \$2025.00

Lot 7, the legal description of which is 013-63890-00 MILLEN & RICE PT (50' x 25'S.  
END) LOT 7  
Amount offered: \$150.00

R. Michael Flory /s/  
6 December 2021

**EXHIBIT B**  
**Lot 5 (Yellow)**

Parcel No. 53-05-32-110-013.000-005

Legal Description: 01363830-00 MILEN & RICE PT (S25') Lot 5

