

AGENDA
REDEVELOPMENT COMMISSION
March 6, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/86013205270?pwd=ThGOXNrQjIcTVhkSTVEeTdBUDBpUT09>

Meeting ID: 860 1320 5270

Passcode: 664949

I. ROLL CALL

II. READING OF THE MINUTES – February 20, 2023

III. EXAMINATION OF CLAIMS – March 3, 2023 for \$191,981.79

IV. EXAMINATION OF PAYROLL REGISTERS–February 24, 2023 for \$35,571.22

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director’s Report
- B. Legal Report
- C. Treasurer’s Report
- D. Business Development Updates

VI. NEW BUSINESS

- A. Resolution 23-21: Approval of Addendum to Design Consultant Contract for Hopewell Phase 1 East.
- B. Resolution 23-22: Approval of Funding for Tree Removal for the B-Line Trail and Multiuse Path Project.
- C. Resolution 23-23: Right of Entry for Access to the Fourth Street Garage for Visual Art Exhibition.
- D. Resolution 23-24: Second Addendum to Contract for Landscape Main
- E. Resolution 23-26: Approval of Amendment for Final Plat for Trades District Lot 2

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, February 20, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=12142>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Sarah Bauerle Danzman, Randy Cassady, and Deb Hutton met in person. Deborah Myerson attended via Zoom.

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND

Others Present: Jeff Underwood, Controller; Larry Allen, Assistant City Attorney; Jen Pearl, BEDC; John Fernandez; Matt Smethurst, Project Manager, Engineering Department; Sam Dove;

II. READING OF THE MINUTES – Deb Hutton moved to approve the February 6, 2023 minutes, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for February 17, 2023, for \$312,913.63, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register February 10, 2023, for \$35,571.22, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody reported the second public hearing for the HOME-ARP allocation plan be during tonight's meeting.

Zody stated the first RFI for the Hopewell project for blocks 8, 9, and 10 were sent out last week. The proposals are due back by April 12. The Community Development Block Grant proposals that the RDC approved February 6 will be before the Council on March 1.

Zody stated we are in the beginning stages of exploring a new residential TIF district which will allow for the capture of tax increment for residential development.

Zody informed the board that HAND is in the process of hiring an Affordable Housing Program Manager. Brent Pierce, HAND's Assistant Director, informed the commission that he has accepted another position outside of the City.

B. Legal Report: Larry Allen reported that before we closed on the CFC Showers building, Aztec Engineering was in the process of moving out of the building. Allen said after the move-out inspection the City will need to authorize the release of their deposit.

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

D. Business Development Updates: John Zody introduced John Fernandez. Fernandez was brought on as senior vice-president at the Mill. Fernandez thanked the commission for supporting the partnership agreement between the City and The Mill.

VI. NEW BUSINESS

- A. **Resolution 23-15: Approval of Funding for Tree Removal for 1st Street Reconstruction Project.** Matt Smethurst stated that the RDC previously approved the design contract for the 1st Street Reconstruction Project, which is partially federally funded. Part of the project includes tree removal prior to construction. The City received four bids to perform the services and selected J.R. Ellington Tree experts to perform the services for an amount not to exceed \$10,800. The Board of Public Works approved the agreement at its meeting on February 14, 2023.

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

Randy Cassady moved to approve Resolution 23-15, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

- B. **Resolution 23-16: Addendum to Agreement with FC Tucker.** Larry Allen stated as part of the purchase agreement for 320 W. 8th Street, the RDC assumed multiple leases and requires the assistance of a broker to manage the arrangement and terms of these leases. Allen explained that the City is already under contract with FC Tucker and this resolution just adds another property to their portfolio of RDC properties. Upon negotiation with FC Tucker, the proposed addendum will add services for Christopher Cockerham, who is working for FC Tucker to assist with tenant engagement and management of the leases and extend the term of the agreement until December 31, 2023.

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

Deb Hutton moved to approve Resolution 23-16, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- C. **Resolution 23-17: Addendum to Agreement with Sarge Property Management.** Larry Allen stated as part of the purchase agreement for 320 W. 8th Street, the RDC requires assistance of a professional property manager to coordinate payment of rent, maintenance, emergency request, and cleaning of the property. Allen stated we currently use Sarge Property Management for these same services at College Square. Upon negotiation with Sarge Property Management, the proposed addendum will add the services for 320 W. 8th and extend the term of the agreement until December 31, 2023.

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

Deborah Myerson moved to approve Resolution 23-17, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously via roll-call vote.

- D. **Resolution 23-18: Addendum to Contract for Landscape Maintenance with Nature's Way.** Larry Allen stated that as part of the upkeep of the newly renovated infrastructure in the Trades District and the Trades District Garage, the RDC approved an agreement with Nature's Way to perform landscaping and maintenance in the Trades District. Nature's Way and City staff believe it is in the best interest of the Trades District to add tree trimming services to the agreement for an amount not to exceed \$625. Additionally, the RDC acquired 320 W. 8th Street and part of the management of the property includes maintenance of interior plants, which cost approximately \$264 per month. Staff is requesting an additional \$4,000 which would bring the amount under the agreement with the addendum not to exceed of \$44,000.

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

Randy Cassady moved to approve Resolution 23-13, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- E. **Resolution 23-19: Extension of Funding for Lighting Installation for Hopewell Phase 1 East.** Larry Allen stated the RDC previously approved an agreement with Cassady Electrical Contractors to reconnect lighting in the Hopewell Phase 1 East site. The funding approval in that resolution expired on February 1, 2023. In order to complete the project an extension of the funding until May 1, 2023, is necessary and no additional services or funding is required.

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

Sarah Bauerle Danzman moved to approve Resolution 23-19, via roll-call vote. Deb Hutton seconded the motion. Cindy Kinnarney and Deborah Myerson voted yes. Randy Cassady recused himself from the vote. The motion passed.

- F. **Resolution 23-20: Addendum to Lease Agreement with Baird for Space at College Square.** Larry Allen stated the RDC previously approved a purchase agreement for College Square. As part of the purchase, the RDC assumed leases that were part of the College Square Building including 202 S. College Avenue, which included a lease with Robert W. Baird & Co. Staff has brought the RDC an addendum to the lease for the property. The addendum includes a notice provision for a tenant option to terminate the lease upon 30-days of prior written notice and extends the term of the lease through January 31, 2024.

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

Deb Hutton moved to approve Resolution 23-20, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

Public Hearing Begins

- G. HOME ARP Allocation Plan: John Zody stated February 6 was the first public hearing for the development of the HOME ARP allocation plan. Tonight serves as the second public hearing. Zody explained his presentation slides, which are attached to the minutes. Staff and the commission discussed community needs and Zody answered questions from the commission.

The allocation plan will go up for public comment on March 6. All public comments will be included in the plan before it is submitted. Zody said the goal is to submit the plan to HUD on March 24.

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

Public Hearing Ends

- VII. **BUSINESS/GENERAL DISCUSSION** – None.
- VIII. **ADJOURNMENT** – Deb Hutton moved to adjourn. Sarah Bauerle Danzman seconded the motion. The meeting adjourned at 6:00 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

**23-21
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM TO DESIGN CONSULTANT CONTRACT FOR
HOPEWELL PHASE 1 EAST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, the RDC approved a design agreement for the Hopewell Phase 1 East with Shrewsberry and Associates, LLC in Resolution 21-32 for an amount not to exceed \$1,048,880.00; and
- WHEREAS, in Resolution 22-86, the RDC approved the first addendum to the agreement for an additional \$35,637.00, for a total amount under the contract not to exceed 1,084,517.00; and
- WHEREAS, Shrewsberry and City staff believe it is in the best in Project to execute an addendum to add additional design services and services for re-bidding the construction of the project (“Additional Services”); and
- WHEREAS, City staff have negotiated an addendum to the agreement with Shrewsberry for an amount not to exceed an additional Twenty-Three Thousand Seven Hundred Forty-Five Dollars (\$23,745.00) for the Additional Services (“Addendum”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, with the addendum, the total amount of the contract would be \$1,108,262.00; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Addendum to the Agreement and authorizes the City of Bloomington to expend an additional amount not to exceed Twenty-Three Thousand Seven Hundred Forty-Five Dollars (\$23,745.00) for an aggregate total amount not to exceed One Million One Hundred Eight Thousand Two Hundred Sixty-Two Dollars (\$1,108,262.00) to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE BLOOMINGTON HOSPITAL RE-USE (BHRU) INFRASTRUCTURE & SITE
ENGINEERING – PHASE 1 EAST
WITH SHREWSBERRY AND ASSOCIATES, LLC**

This Addendum supplements the Agreement for Consulting Services with Shrewsberry and Associates, LLC (“Agreement”) for the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering – Phase 1 East which was entered into on June 8, 2021, as follows:

1. **See Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by Shrewsberry and Associates, LLC, during this Project. Exhibit A is hereby amended to include the following additional tasks: Additional design services required to update the construction documents to reflect the design changes requested by the city and additional bidding services to re-bid the project through the public bidding process.
2. **See Article 4. Compensation and Exhibit B Compensation**: The City shall pay Shrewsberry and Associates, LLC, an amount not to exceed **\$23,745** for the additional Engineering Services. The not to exceed amount for the entire project shall be \$1,108,262.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the day and year last written below.

OWNER

CONSULTANT

Kyla Cox Deckard – President, Board of Public Works

Anthony Warren, President / CEO

Jennifer Lloyd – Vice President, Board of Public Works

Date: _____

Elizabeth Karon – Secretary, Board of Public Works

Date: _____

Cindy Kinnarney – President, Redevelopment Commission

Deborah Myerson – Secretary, Redevelopment Commission

Date: _____

Beth Cate
Corporation Counsel, Office of the Mayor

Date: _____



7321 Shadeland Station
Suite 160
Indianapolis, IN 46256
317-841-4799
FAX: 317-841-4790
www.shrewsusa.com

AMENDMENT CHANGE ORDER

OWNER
SUBCONSULTANT
OTHER

DATE: 2023.02.24
PROJECT: City of Bloomington – Hopewell Phase 1 - East
PROJECT NO.: 21-0049
AMENDMENT NO.: 2

CONTRACT DATE: 2021.06.08
CONTRACT FOR: Design Services

The Contract is changed as follows:

Additional design services required to update the construction documents to reflect the design changes requested by the city and additional bidding services to re-bid the project through the public bidding process.

The breakdown of additional fees requested by design consultants:

Shrewsberry = \$11,275
 REA = \$ 7,270
 Hines = \$ 3,700
 TEC = \$ 1,500
 \$23,745

Not valid until signed by Client

The original Contract Sum was.....\$ 1,048,880
 Net change by previously authorized Change Orders.....\$ 35,637
The Contract Sum prior to this Change Order was.....\$ 1,084,517
The Contract Sum will be increased by this Change Order in the amount of.....\$ 23,745
The new Contract Sum including this Change Order will be.....\$ 1,108,262

The Contract Time will be changed by (67) days

NOTE: All other provisions of the original contract remain unchanged.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

SHREWSBERRY & ASSOCIATES, LLC

By: _____

By: _____

Printed: _____

Printed: Anthony Warren, President / CEO

Date: _____

Date: _____



January 29, 2023

Patrick Dierkes, PE
Project Engineer, Engineering Dept.
City of Bloomington

RE: Hopewell Phase 1 East – Bid Response

Mr. Dierkes,

This letter is in response to your January 28, 2023 e-mail that requested justification for the high bid received during the public bid process for Hopewell Phase 1 East. The only responder to the project had a bid of \$13,568,269, which was \$4,155,846 over the design team's estimate of \$9,412,422.

Over the last three years, requests like this have become commonplace as costs for construction have fluctuated markedly from historic levels. Construction estimates are an important part of any project and we do our best to stay on top of trends and the ever-increasing prices. The design team used RS Means (an industry standard estimating database), INDOT price summaries, bid tabs from recent projects, and prices direct from vendors and material suppliers to generate the project estimate. We take all of these steps to ensure we have the best information available to provide a realistic cost estimate.

The design team reached out to several contractors that had pulled the project bid documents to determine why there were not more bidders and therefore more competition for this project. The larger contractors capable of a larger project like this are typically roadway contractors, and not as familiar or comfortable with the large amount of custom work and finishes required for the Hopewell project. They are currently very busy, as INDOT is releasing significant amounts of roadway work – this is easier for them to bid, and their back-log is already 12+ months. The design team believes there are some other factors to consider in addition to this, and economic factors like rising interest rates, record inflation, material price increases that are happening monthly instead of yearly, material supply-chain issues and delays, and worker scarcity.. We believe some other factors include:

- The single bid received was from a company who is historically the highest bidder on every non-INDOT job we have seen them bid.
- It is likely the bidder realized there would be little to no competition (through their specialty sub-contractors), allowing them less risk for a higher bid.
- A large portion of the project scope is not 'in their wheelhouse', which would account for inflated prices to cover that lack of familiarity.
- Costs for specialty items were verified by the design team prior to the bid, but came in much higher, indicating large profit margins on those items.

We believe that the current economic and industry factors, along with these specific factors above, are what caused the discrepancy between the bid and the estimated cost of Hopewell Phase 1 East.

Please feel free to contact us for any additional information that you require.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Berninger', followed by two dots.

Zach Berninger, PLA
Director of Landscape Architecture and Site/Civil Services

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

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

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$27,905,934.00
Sources of funds:	

Consolidated TIF	\$25,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	6a. Design – VS Engineering	\$729,029.03	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,084,517 (+23,745) \$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$652,129.23	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$10,726,242	2022-2024
	7f. Utility Costs	\$250,000	2022-2023

	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Security Patrols – Marshall	\$107,198.95	2022-23
10.	Neighborhood Signage	\$4,800	2022-23

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

Resolution History:

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

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-22
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR TREE REMOVAL FOR
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, part of the Project includes tree removal (“Services”) prior to construction, and Staff solicited bids for the Services; and
- WHEREAS, the City received four (4) bids to perform the Services and selected Bluestone Tree, Inc. as the lowest responsible and responsive bidder; and
- WHEREAS, an Agreement with Bluestone Tree, Inc. to perform the Services for an amount not to exceed Forty-Eight Thousand Seven Hundred Sixty-Four Dollars and Twenty Cents (\$48,764.20) (“Agreement”) is attached to this Resolution as Exhibit A; and
- WHEREAS, the Agreement was approved by the Board of Public Works on February 28, 2023; and
- WHEREAS, the Project is taking place adjacent to the Consolidated TIF (W 17th Street Area) and is serving the Consolidated TIF by extending the B-Line Trail and connecting it with the multiuse path within the Consolidated TIF; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and 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 RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves the Agreement with Bluestone Tree, Inc., and authorizes funding to pay for the Services in an amount not to exceed Forty-Eight Thousand Seven Hundred Sixty-Four Dollars and Twenty Cents (\$48,764.20) for tree clearing Services.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas 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.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

B-Line Extension Tree Clearing

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Bluestone Tree, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **removal of selected trees along the proposed B-Line Extension Project**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed Operations)	aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

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

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

CONTRACTOR 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 CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'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.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

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

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Bluestone Tree
Attn: Roy Aten	Attn: Tiffany Oren
P.O. Box 100 Suite 130	3090 S. Walnut St.
Bloomington, Indiana 47402	Bloomington, IN 47401

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR’s employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR’S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance

Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, \$2.29, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

If CONTRACTOR is determined to be a covered employer under the LWO, CONTRACTOR shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jennifer Lloyd, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

B-Line Extension Tree Clearing

This project shall include, but is not limited to, the removal of selected trees along the proposed B-Line Extension Project.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

ATTACHMENT 'E'

"Unit Prices"

Bid Unit Prices will be placed here.

EXHIBIT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of Bluestone Tree, Inc.
(job title) (company name)

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.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: [Click here to enter text.](#)

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, as well as \$582,161 in federal funds for construction.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018
End Date: December 31, 2024

Financial Information:

Estimated full cost of project:	\$3,942,505
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,299,801 ¹
Consolidated TIF	\$2,428,254 ²

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	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$12,100	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Construction	\$2,231,574	Apr 2023 – Dec 2024
5	Construction Engineering	\$257,410	Aug 2022 – Dec 2024
6	Tree Removal – Bluestone Tree	\$48,764.20	Mar 2023 – Apr 2024

TIF District: Consolidated TIF (West 17th Street)

- Resolution History:**
- Res. 19-91 – Approval of Project Review Form
 - Res. 19-98 – Approval of Funding for Second Addendum
 - Res. 20-87 – Approval of Funding for Third Addendum
 - Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
 - Res. 22-52 – Approval of Construction Engineering Contract
 - Res. 22-101 – Approval of RR Agreement and PE Mod #5
 - Res. 23-22 – Approval of Tree Clearing Services**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.
² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed



Board of Public Works

Staff Report

Project/Event: Approve B-Line Tree Clearing Contract to Bluestone Tree
Petitioner/Representative: Engineering Department
Staff Representative: Roy Aten, Senior Project Manager
Date: 02/28/2022

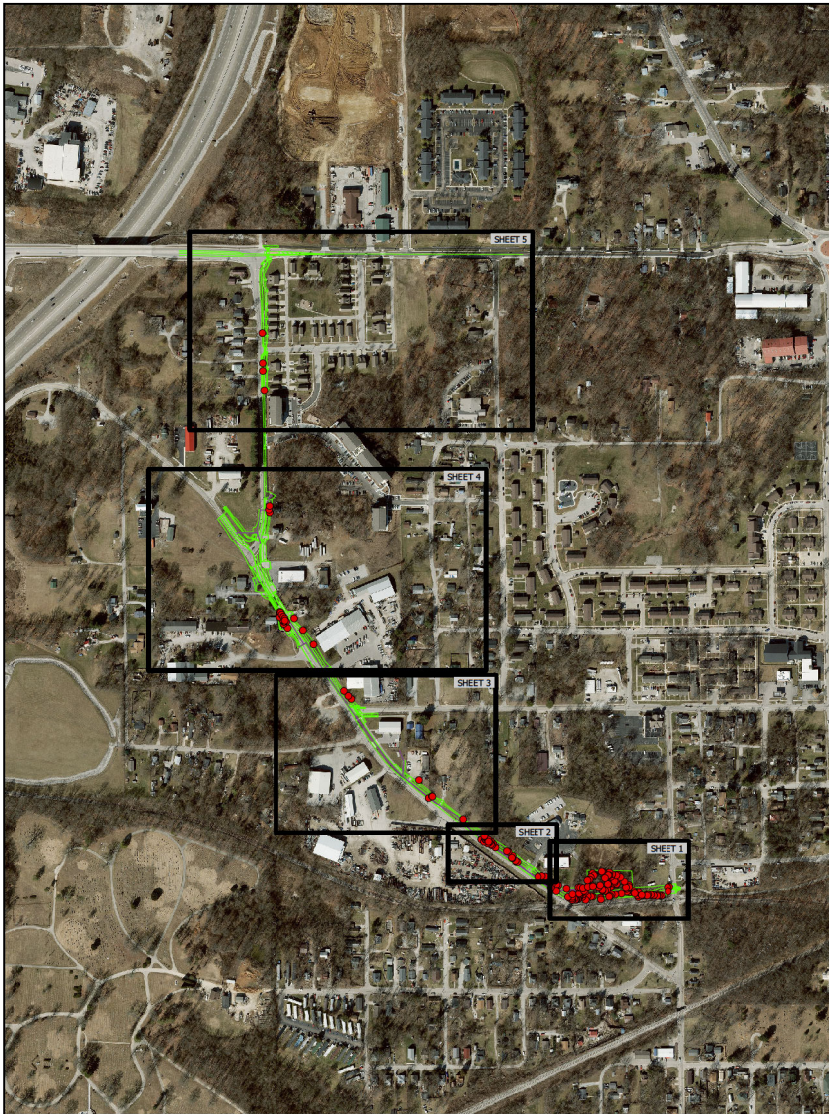
Report:

This project will remove the necessary trees along the B-Line Extension Projects corridor. Bids were opened at the February 27th, 2023 Board of Public Works work session. Four bidders submitted bids.

Bidder	Bid amount
Bluestone Tree, Inc.	\$48,764.20
J.R. Ellington Tree Experts	\$68,295.00
Monroe LLC	\$53,250.00
Crider & Crider, Inc.	\$192,450.00

With the lowest responsive and responsible bidder being Bluestone Tree, Inc.

B-Line Extension Tree Clearing



GENERAL NOTES
Contractor shall provide all required maintenance of traffic.
All trees must be cut down by March 31st, 2023. Trees must be removed from site by April 30th, 2023.
Contractor is responsible for tree cutting and removal of fallen trees. Stumps may remain.

Legend

- Tree
- Proposed Storm
- Trail and Construction Limits
- Tree (DBH)



City of Bloomington
Engineering Department

B-Line Extension Tree Clearing

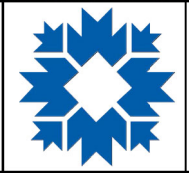
Produced: 2/10/2023

For use as map information only. Information is NOT warranted.



Legend

- Tree
- Proposed Storm
- Proposed Trail and Construction Limits
- Tree (DBH)

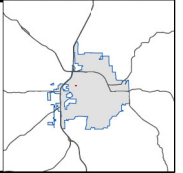


City of Bloomington
Engineering Department

B-Line Extension Tree Clearing

Sheet 1 of 5

Produced: 2/10/2023



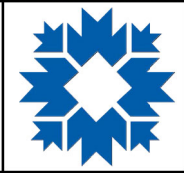


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For use as map information only. Not for navigation.

Legend

- Tree
- Proposed Storm
- Trail and Construction Limits
- # Tree (DBH)



City of Bloomington
Engineering Department

B-Line Extension Tree Clearing

Sheet 2 of 5

Produced: 2/10/2023

0 4.5 9 18 27 36 Feet



Legend

- Tree
- Proposed Storm
- Trail and Construction Limits
- #Tree (DBH)

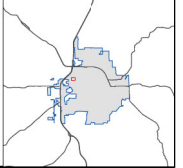


City of Bloomington
Engineering Department

B-Line Extension Tree Clearing

Sheet 3 of 5

Produced: 2/13/2023

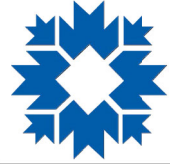




#302 (14) #201 (14)
#199 (7) #192 (20)
#300 (14) #204 (4)
#197 (6) #191 (22)
#190 (11)
#188 (15) #194 (4)
#206 (4) #195 (13)
#193 (7) #196 (4)

Legend

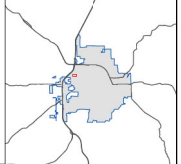
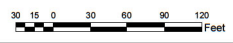
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- Proposed Storm
- Trail and Construction Limits
- # [TreeID] [TreeSize]

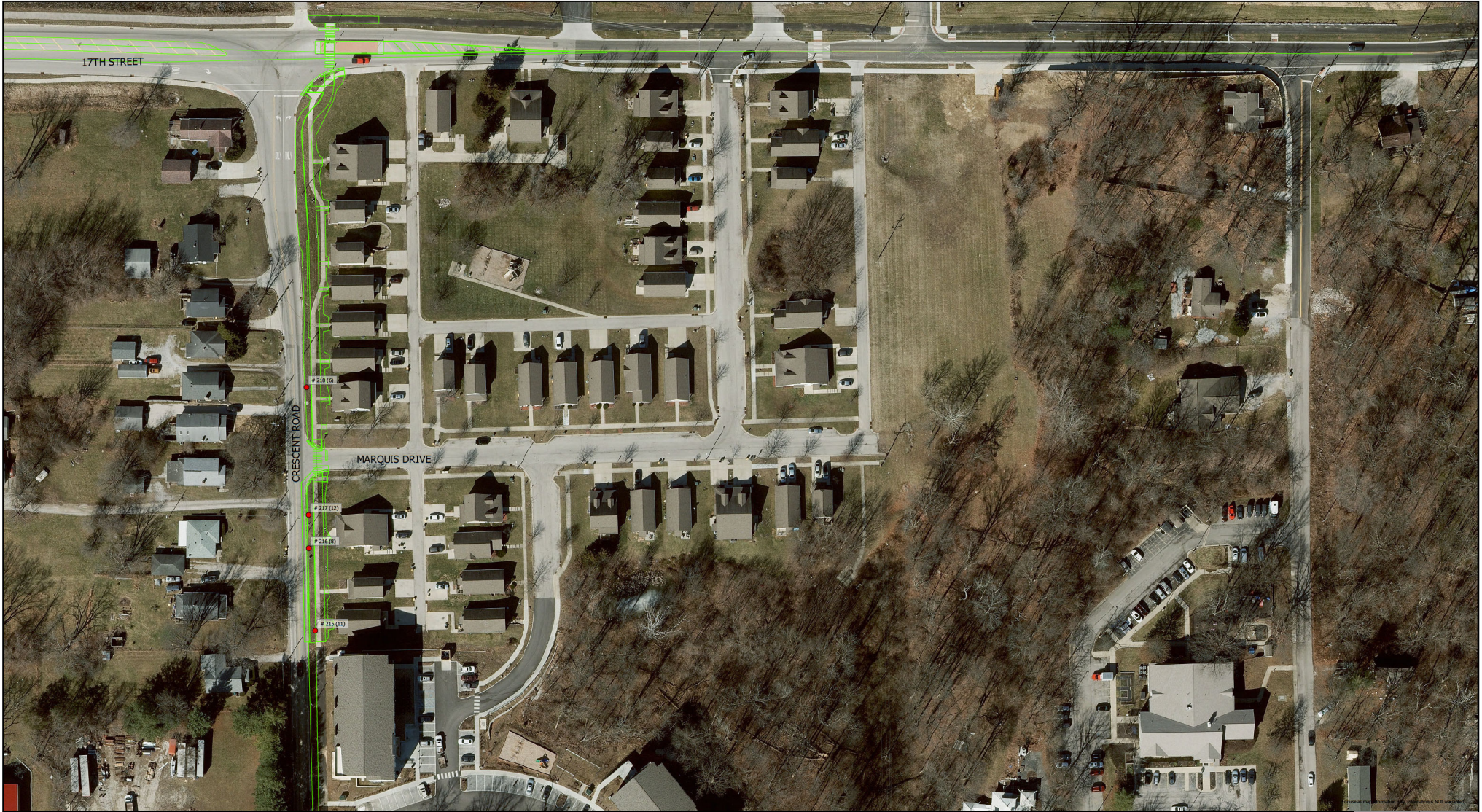


City of Bloomington
Engineering Department

B-Line Extension Tree Clearing
Sheet 4 of 5

Produced: 2/10/2023





Legend

- Tree
- Proposed Storm
- Trail and Construction Limits
- #Tree (DBH)



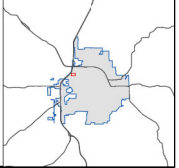
City of Bloomington
Engineering Department

B-Line Extension Tree Clearing
Sheet 5 of 5

Produced: 2/19/2023



30 15 0 30 60 90 120
Feet



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

RIGHT OF ENTRY FOR ACCESS TO THE FOURTH STREET GARAGE FOR VISUAL ART EXHIBITION

WHEREAS, the Redevelopment Commission of the City of Bloomington owns currently vacant commercial space within the Fourth Street Parking Garage located at 105 W. 4th Street, Bloomington, Indiana (the “RDC Property”); and

WHEREAS, the City’s Assistant Director of the Arts, Holly Warren, would like to make this space available from March through May, 2023, for a visual arts exhibit (“Activities”); and

WHEREAS, beginning on March 10, 2023, the visual arts collective One Drop would like to begin installing its exhibition “Underground: Work by Bloomington and Indiana-based artists of color” in the RDC Property for display from March 17 through May 19, 2023; and

WHEREAS, in order to use the space, One Drop requires the RDC to grant them a right of entry and release of liability to enter and use the RDC Property, which is attached to this Resolution as Exhibit A;

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

1. The Activities described above are hereby approved.
2. City staff shall have each organization signed the attached right of entry and release and file the fully executed copies along with this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of the Fourth Street Parking Garage located at 105 W. 4th Street in Bloomington, Indiana (“Garage”); and

WHEREAS, as part of the garage, there are two vacant spaces on the first floor of the Garage (“RDC Property”) that City staff would like to make available for visual arts exhibitions; and

WHEREAS, One Drop (“Organization”) would like to use the RDC Property for visual arts exhibitions (“Activities”); and

WHEREAS, the Activities would take place from March 10, 2023, through May 19, 2023; and

WHEREAS, due to the inherent nature of the Property and activities involved, the Activities carry a risk of physical injuries to participants and damage to the Property;

NOW, THEREFORE, the parties agree as follows:

1. Owner grants the Organization, its employees, and its volunteers a right of entry onto the Property for the Activities, as previously described.
2. The Organization shall be responsible for obtaining any necessary permits or permissions for its use of the Property. The Organization shall also be responsible for adhering to any and all federal, state, and local laws, regulations, and rules related to its Activities.
3. The Organization may conduct its Activities on the Property from March 10, 2023, through May 19, 2023.
4. The Organization agrees to indemnify, release, and hold harmless the Owner from any and all claims, damages, losses, liabilities, expenses, or injuries arising directly or indirectly from The Organization’s Activities on the Property, including but not limited to personal injury to its employees, volunteers, spectators, visitors, or any other individual harmed by the Activities, including property damage.
6. This Agreement may be extended by mutual agreement of the parties in writing.
7. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court shall retain original jurisdiction and preferred venue to resolve any dispute arising from the interpretation or enforcement of this Agreement.
8. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

BLOOMINGTON
REDEVELOPMENT COMMISSION

ONE DROP

Cindy Kinnarney, President

Signature

Date: _____

Printed Name and Title

Date: _____

**23-24
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**SECOND ADDENDUM TO CONTRACT FOR LANDSCAPE MAINTENANCE WITH
NATURE’S WAY**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and
- WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District and the Trades District Garage, the RDC approved an agreement with Nature’s Way in Resolution 23-08 to perform landscaping and maintenance in the Trades District (“Agreement”); and
- WHEREAS, in Resolution 23-18, the RDC approved an addendum to the agreement to add tree trimming and interior plant maintenance services to the agreement, which brought the total amount of the Agreement to \$44,000.00 for 2023; and
- WHEREAS, upon inspection of the trees in the Trades District, Nature’s Way determined that two trees were dead and needed to be replaced;
- WHEREAS, City Staff have brought an Addendum to the Agreement with Nature’s Way, which is attached to this Resolution as Exhibit A, to provide the additional services of tree replacement in the Trades District for an amount not to exceed \$3,000.00; and
- WHEREAS, this would bring the amount under the Agreement with the Addendum to a total not to exceed \$47,000.00 for 2023; and
- WHEREAS, the RDC has available funds from its maintenance and services account to pay for the Services;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Addendum to the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement from Account Number 444-15-150000-

53990 in amount not to exceed an additional Three Thousand Dollars (\$3,000.00) and a grand total not to exceed Forty-Seven Thousand Dollars (\$47,000.00).

3. The funding authorization contained in this Resolution shall terminate on December 31, 2023, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 03/02/2023
Quote #: 231011

Submitted To: BLO125
COB REDEV. COMMISSION
401 N. MORTON ST., SUITE 150
BLOOMINGTON, IN 47404

Location:
THE TRADES DISTRICT
BLOOMINGTON, IN 47404

EAST SIDE OF MADISON STREET - REMOVE AND REPLACE DEAD HOP HORNBEAM TREE
NOTE: PRICE INCLUDES CLOSING TWO PARKING SPACES FOR ACCESS.

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
	1.000	EA	REMOVE AND REPLACE DEAD HOP HORNBEAM TREE 2" CALIPER	428.500	\$428.50
	1.000	EA	LABOR	261.000	\$261.00

TOTAL AMOUNT TO BE BILLED UPON COMPLETION. PRICES INCLUDE LABOR, MATERIALS, AND ONE YEAR GUARANTEE PROVIDING ANY DAMAGE THAT MAY OCCUR IS NOT DUE TO VANDALISM OR CONSTRUCTION.

Non Taxable: \$261.00
Taxable: \$428.50
Tax: EXEMPT
Total Due: \$689.50

Customer

Date

Danawise Zygmowicz
Nature's Way, inc.

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date:	03/02/2023
Quote #:	231012

Submitted To: BLO125
COB REDEV. COMMISSION
401 N. MORTON ST., SUITE 150
BLOOMINGTON, IN 47404

Location:
THE TRADES DISTRICT
BLOOMINGTON, IN 47404

WEST SIDE OF MADISON STREET - REPLACE EXCLAMATION PLANE TREE

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
	1.000	EA	REPLACE EXCLAMATION PLANE TREE ON W. SIDE OF MADISON STREET THAT DECLINED & FELL OVER 3.5-4" CALIPER	800.000	\$800.00
	1.000	EA	LABOR	1050.000	\$1,050.00
NOTE PRICE INCLUDES RESETTING PAVERS THAT WILL NEED TO BE REMOVED TO REPLACE TREE AND CLOSURE OF TWO PARKING SPACES FOR ACCESS.					

TOTAL AMOUNT TO BE BILLED UPON COMPLETION. PRICES INCLUDE LABOR, MATERIALS AND ONE YEAR GUARANTEE PROVIDING ANY DAMAGE THAT MAY OCCUR IS NOT DUE TO VANDALISM OR CONSTRUCTION.

Non Taxable:	\$1,050.00
Taxable:	\$800.00
Tax:	EXEMPT
Total Due:	\$1,850.00

Customer

Date


Nature's Way, inc.

23-26

RESOLUTION

OF THE

REDEVELOPMENT COMMISSION

OF THE

CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AMENDMENT 2 FINAL PLAT

FOR TRADES DISTRICT LOT 2

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and buildings within the Bloomington Certified Tech Park known as The Trades District; and

WHEREAS, the intent of the RDC and the City is to redevelop the RDC Property in accordance with the CTP Master Plan; and

WHEREAS, a significant part of such redevelopment is the creation of a Trades District Technology Center (“Tech Center”); and

WHEREAS, on September 3, 2021, the US Economic Development Administration (EDA) awarded a \$3.5 million CARES Act Recovery Assistance Grant to the City of Bloomington and the RDC and Bloomington Economic Development Corporation as co-applicants, to support the construction of the Tech Center; and

WHEREAS, the preliminary design of the Tech Center submitted in conjunction with the EDA grant application located the Tech Center at the northern half of Lot 2 as shown in Trades District Amendment 1 Final Plat, appended to this Resolution as Exhibit A; and

WHEREAS, to facilitate the final design and construction of the Tech Center pursuant to the EDA grant, to grant an appropriate pedestrian easement in accordance with the City’s Unified Development Ordinance Section 2.05.040(e)(5), and to facilitate the development of the remainder of the original Lot 2, the City has proposed an amendment to the Trades District Amendment 1 Final Plat to divide Lot 2 into Lots 2A and 2B and provide a UDO-compliant pedestrian easement running east-west in Lot 2A, as shown in Exhibit B, Amendment 2 Final Plat for Trades District Lot 2.

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

1. The RDC finds that the Amendment 2 Final Plat for Trades District Lot 2, shown as Exhibit B to this Resolution and dividing Lot 2 into Lots 2A and 2B and creating a pedestrian easement in Lot 2A, serves the goals of the EDA gran, the UDO, and the broader development of The Trades District in accordance with the CTP Master Plan.

2. The RDC as owner of the property hereby approves of the Amendment 2 Final Plat for Trades District Lot 2 shown as Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

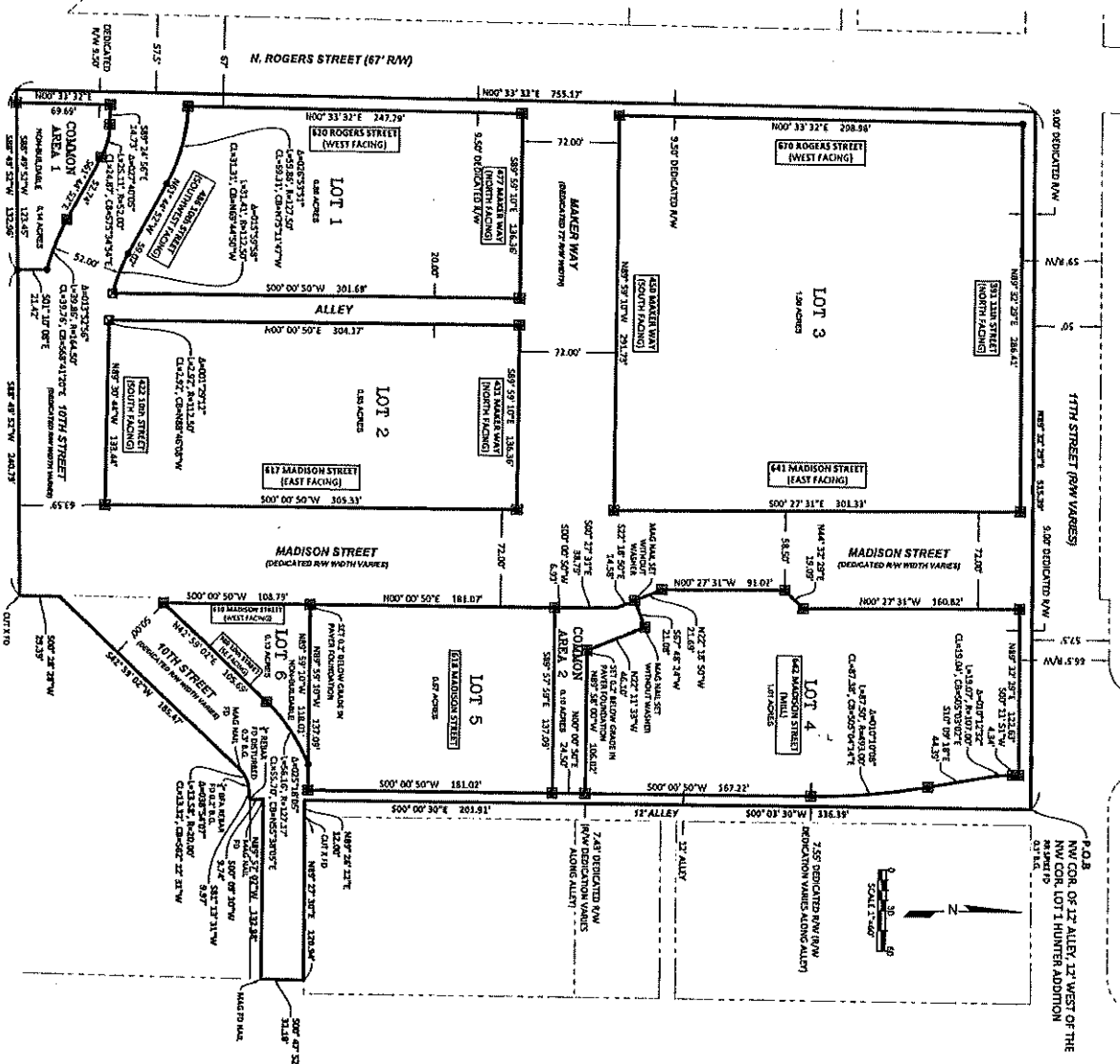
ATTEST:

Deborah Myerson, Secretary

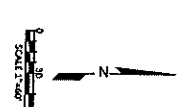
Date

EXHIBIT A

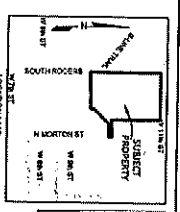
TRADES DISTRICT AMENDMENT 1 FINAL PLAT
 A PART OF THE TRADES DISTRICT FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON, INDIANA



P.O.B.
 NW COR. OF 12' ALLEY, 12' WEST OF THE
 NW COR. LOT 1 HUNTER ADDITION
 0.00' ALLEY
 0.00' ALLEY
 0.00' ALLEY



PLAT CABINET "D", ENVELOPE



2018090307 58 488 84 PLS
 6/27/27 2019 63 01: 687 4 PLS
 Erie Schell, Inc. Recorder - IN
 Recorder and Fee Received
 RECORDERS STAMP

DULY ENTERED
 FOR TAXATION
 FEB 27 2019
 Auditor: Norman County, Indiana

TRADES DISTRICT AMENDMENT 1 FINAL PLAT

A part of the Trades District Final Plat as recorded as Instrument Number 2018090307, a part of the Northeast quarter of Section 32, and a part of the Northwest Quarter of Section 33 all in Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as being the Trades District Amendment 1 Final Plat certified by Matthew M. Kroy, LS20800146, February 14, 2019 as dictated by Roger Cooper & James, Inc. Job number 8120 as follows:

- BEGINNING at the Northwest corner of a 113 foot wide alley being 12 feet west of the Northwest Corner of Lot 1 in Hunter Addition to the City of Bloomington; thence along the west line of said alley the following two (2) courses:
- 1) SOUTH 00 degrees 09 minutes 30 seconds WEST, 336.39 feet; thence bearing said west line, NORTH 89 degrees 26 minutes 12 seconds EAST, 12.00 feet to the north right-of-way line of 10th Street; thence NORTH 89 degrees 58 minutes 50 seconds EAST, 31.08 feet to the south right-of-way line of 10th Street; thence bearing said north right-of-way, SOUTH 00 degrees 47 minutes 58 seconds WEST, 52.18 feet to the south right-of-way line of 10th Street; thence along said south right-of-way the following Street (7) courses:
 - 1) NORTH 89 degrees 57 minutes 02 seconds WEST, 132.88 feet; thence
 - 2) SOUTH 89 degrees 13 minutes 31 seconds WEST, 9.97 feet to a non-tangent curve concave to the southeast, having a radius of 20.00 feet; a north bearing of SOUTH 62 degrees 12 minutes 31 seconds WEST, and a chord length of 13.32 feet; thence
 - 3) SOUTH 89 degrees 32 minutes 02 seconds WEST, 185.47 feet; thence
 - 4) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 5) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 6) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 7) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 8) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 9) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 10) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 11) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 12) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 13) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 14) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 15) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 16) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 17) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 18) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 19) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 20) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 21) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 22) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 23) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 24) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 25) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 26) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 27) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 28) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 29) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 30) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 31) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 32) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 33) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 34) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 35) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 36) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
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 - 98) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 99) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence
 - 100) SOUTH 89 degrees 32 minutes 02 seconds WEST, 29.39 feet; thence

NOTES:
 1. THE INITIAL FIELD WORK PERFORMED MARCH 2014 THROUGH MARCH 2017.
 2. ALL REBAR SET ARE 5/8-INCH WITH YELLOW PLASTIC CAP STAMPED. BRCD INC. 68921N.
 3. BEARING SHOWN HEREBY ARE BASED UPON GRID NORTH ESTABLISHED FROM STATIC GPS OBSERVATIONS DATED SEPTEMBER 2016 AND POST PROCESSED USING OPUS. (NGS ONLINE POSITIONING USER SERVICE). REFERENCE FRAME NAD83(2011).
 4. POINT 2010 0010, INDIAN STATE PLANE COORDINATES ZONE 1302 WEST, U.S. SURVEY FEET. THESE COORDINATES OFFER BY MONUMENTAL DATA FROM THE PUBLISHED DATA ESTABLISHED BY THE CITY OF BLOOMINGTON UTILITIES CONTROL.
 5. THIS PLAT IS NOT COMPLETE WITHIN SECTION 30, 2936.
 6. THE PLAT IS NOT COMPLETE WITHIN SECTION 30, 2936.
 7. RECORDED SEPARATELY AS INSTRUMENT NO. 2017030383.
 8. ALL EXISTING EASEMENTS MAY NOT BE SHOWN AND THOSE SHOWN MAY NOT BE SHOWN IN THEIR ENTIRETY. REFER TO 2017030383 AND BOUNDARY SURVEY BY BEN E. BLEDSOE RECORDED IN THE OFFICE OF THE RECORDER AS INSTRUMENT NO. 2017030383 AND BOUNDARY SURVEY BY STEPHEN L. SMITH DATED JANUARY 22, 1999 FOR ADDITIONAL EASEMENT REFERENCES.
 9. THE SUBJECT PROPERTIES ARE UNDER CONSTRUCTION AT THE TIME OF THIS PLAT AMENDMENT.

FLOOD ZONE:
 FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA. PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 18105C0410 EFFECTIVE DECEMBER 17, 2010.

OWNER/DEVELOPER
 City of Bloomington, Redevelopment Commission
 401 West 17th Street
 Bloomington, IN 47404

City of Bloomington Department of Redevelopment
 P.O. Box 100
 Bloomington, IN 47402
 Merion Street Properties, LLC
 555 North Merion Street
 Bloomington, IN 47404

RECORD INFORMATION
 City of Bloomington Redevelopment Commission
 Instrument Number 2011012088
 City of Bloomington Department of Redevelopment
 Instrument Number 2018090307
 Merion Street Properties, LLC
 Instrument Number 2008012578

ZONING
 Subject: CD
 Adjacent: CD

Legend:
 5/8" REBAR WITH YELLOW CAP STAMPED BRCD INC 68921N SET
 FLUSH
 MANG NAIL WITH WASHED SET STAMPED BRCD INC 68921N SET FLUSH
 RR SPIRE SET

Bloomington Redevelopment Commission
BRCO
 551 West Top Road
 Bloomington, Indiana 47403
 Phone: 812-336-9277 Email: info@brcoco.com

