

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
February 19, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 5, 2018
- III. EXAMINATION OF CLAIMS** –February 9, 2018 for \$489,924.07
- IV. EXAMINATION OF PAYROLL REGISTERS**–February 2, 2018 for \$30,433.32
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 18-13: Approval of Contracts for Trades District Infrastructure Project
 - B. Resolution 18-14: Approval of Contracts for Dimension Mill Renovation
 - C. Resolution 18-15: Approval of Agreement for Arborist Services Related to The Trades Infrastructure Project
- 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 5, 2018 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Sue Sgambelluri, Eric Sandweiss, and Kelly Smith

Commissioners Absent: Mary Alice Rickert

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND Department ; Robert Woolford, Program Manager, HAND Department; Dan Niederman, Program Manager, HAND Department; John Hewett, Program Manager, HAND Department;

Others Present: Jeff Underwood, City Controller; Andrew Cibor, Transportation & Traffic Engineer, Planning & Transportation; Roy Aten, Senior Project Manager, Planning & Transportation; Philippa Guthrie, Corporation Council, City Legal Department, J.D. Boruff, Director, City of Bloomington Facilities Maintenance; Virgil Sauder, Director, City of Bloomington Animal Shelter

- II. READING OF THE MINUTES** –David Walter made a motion to approve the January 22, 2018 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** –Sue Sgambelluri made a motion to approve the claim registers for January 26, 2018 for \$2,354,333.03. David Walter seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** –David Walter made a motion to approve the payroll registers for January 19, 2018 for \$30,367.68. Sue Sgambelluri seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report. Doris Sims introduced Eric Sandweiss as a new Redevelopment Commissioner.
- Sims reported a Neighborhood Workshop was held on February 3, 2018. The workshop was a collaboration between HAND and the Council of Neighborhood Associations (CONA).
- B. Legal Report. Philippa Guthrie was available to answer questions.
- C. Treasurer’s Report. Jeff Underwood was available to answer questions.
- D. CTP Update Report. Jeff Underwood reported bid openings for the Dimension Mill took place last week. All bids have been taken under advisement and will be reviewed. Underwood anticipates bringing an award memo to the next RDC meeting.

VI. NEW BUSINESS

Public Hearing

- A. Resolution 18-07: Approval of CDBG Allocation Recommendations. Doris Sims stated this is the allocation received yearly from the Department of Housing and Urban Development (HUD).

Dan Neiderman read into record the following Citizen's Advisory Committee (CAC) recommendations for social service agencies:

- Community Kitchen - \$24,000
- Boys & Girls Club (Crestmont Unit) - \$22,000
- Mother Hubbard's Cupboard - \$20,000
- Hoosier Hills Food Bank - \$19,000
- Monroe County United Ministries (Affordable Child Care) - \$10,000
- Middle Way House Emergency Services (Domestic Violence) - \$10,000

The total amount allocated is \$105,000. Neiderman explained if the 2018 funding level is greater than \$105,000 than overage funds will be distributed as follows:

- If the overage is greater than or equal to \$9,000, then the overage funds will be distributed such that (1) Community Kitchen, Boys and Girls Club, and Mother Hubbard's Cupboard will receive full funding for their requested amount, and (2) the remaining funds will be divided equally among Hoosier Hills Food Bank, Monroe County United Ministries, and Middle Way House.
- If the overage is less than \$9,000 then the priority will be to fund, up to the maximum fund request for these agencies in the following order: Community Kitchen, Boys and Girls Club, and Mother Hubbard's Cupboard.

If the 2018 funding level is less than \$105,000 then the shortage will be distributed as follows:

- If the shortage is equal to or less than \$4,000 then equal amounts will be subtracted from Monroe County United Ministries and Middle Way House,
- If the shortage is greater than \$4,000 then \$2,000 will be subtracted from Monroe County United Ministries and Middle Way House, and the remaining shortage amount will be equally subtracted from Hoosier Hills Food Bank, Mother Hubbard's Cupboard, Boys & Girls Club, and Community Kitchen,

Eric Sandweiss asked why some agencies did not receive any funding. Dan Niederman explained that funding allocations are based on a scoring system when reviewing applications. The committee members score all applicants independently, and then the committee looks at the aggregate scores and based on the scores determines the funding allocation amounts.

Sue Sgambelluri serves as the Redevelopment Commission social services representative. Sgambelluri stated priority consideration always goes to emergency needs. She also stated the committee talks to agencies about partial funding. Some agencies would not be able to make a difference unless they receive full funding. In those circumstances it is recommended to apply through Jack Hopkins the following year. Other agencies can use partial funding.

Robert Woolford read into record the following CAC recommendations for physical improvement agencies:

- Bloomington Housing Authority - \$150,000
- LifeDesigns - \$11,000

- Centerstone - \$40,000
- Boys & Girls Club -\$20,000
- City of Bloomington, Planning & Transportation -\$94,000
- City of Bloomington Utilities - \$140,000

If the City of Bloomington's actual 2018 CDBG allocation for physical improvements exceeds \$455,000 then the remaining funds will be dispersed equally between LifeDesigns, Centerstone, and Boys & Girls Club until those activities have been fully funded. If additional CDBG funds remain then those funds will be equally split between the City of Bloomington's Planning and Transportation Department and City of Bloomington Utilities. If the City of Bloomington's actual 2018 CDBG allocation for physical improvements is less than \$455,000 then each funded activity will be reduced by the same percentage.

David Walter stated there is a typo in Exhibit A. On the last line of the page it reads "4455,000" and should be changed to "\$455,000".

Don Griffin asked for public comment. There was no public comment

Sue Sgambelluri made a motion to approve Resolution 18-07 as corrected in Exhibit A. David Walter seconded the motion. The board unanimously approved.

- B.** Resolution 18-08: Approval of Amendment to the 2017 CDBG Annual Action Plan. Sims stated the Annual Action Plan outlines all of the programs HAND anticipates funding using Community Development Block Grant Funds (CDBG). There are unallocated funds in our 2017 program year that we would like to use for our Residential Rehabilitation Program. When a program is funded that is not allocated funds within the program year, HUD requires to have it approved at a public meeting, then send notification to HUD that the Action Plan has been amended to add an additional activity.

HAND is requesting to add \$50,000 of the unallocated funds to the Residential Rehabilitation Program. This program allows home owners to rehabilitate their homes, using up to \$38,500.

Don Griffin asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 18-08. Sue Sgambelluri seconded the motion. The board unanimously approved.

End of Public Hearing

- C.** Resolution 18-09: Approval of Additional Funds to complete the project at 713 South Clifton Avenue. Dan Niederman stated this project is funded through the Rehabilitation Program. The program guidelines allow for a maximum funding amount of \$38,500. However, occasionally additional funds are needed to complete the project.

John Hewett stated the rehabilitation at 713 South Clifton was originally priced to repair existing storm windows in the amount of \$680.12, but they were determined to be not repairable. The anticipated cost of new storm windows is \$2,155.75 however, only \$1,789.50 remains in the rehabilitation budget for this project. HUD program guidelines require that the structure be brought up to certain energy efficiency standards, additional

funds not to exceed \$1,000 is needed to complete this work as part of an energy grant allowed by HANDS's Owner Occupied Rehab guidelines.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 18- 09. David Walter seconded the motion. The board unanimously approved.

- D.** Resolution 18-10: Approval of Project Review and Approval Form Regarding Purchase of IU Health Bloomington Hospital Site at 2nd and Rogers Street and Planning for Future Redevelopment of the Site. Jeff Underwood stated an agreement has been reached with Bloomington Hospital to purchase their current campus. This resolution will get the process started. Underwood stated there will be appraisals on the property. The Urban Land Institute will work with the City on appropriate future uses of the site. Once contracts are finalized with the Urban Land Institute and Indiana University Health they will come back to the RDC for approval.

David Walter asked if there are sufficient funds to purchase the site. Underwood stated there are sufficient funds. Walter asked to have a TIF fund status at the next meeting. Underwood will work on a status report through December 20, 2017. However, it might not be at the next meeting. Sue Sgambelluri asked to have a TIF fund status update for the first quarter.

Sue Sgambelluri asked if consulting fees, in the context of this project are an appropriate use of TIF funds. Philippa Guthrie stated they are an appropriate use of TIF funds.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 18-10. Eric Sandweiss seconded the motion. The board unanimously approved.

- E.** Resolution 18-11: Second Amendment of Funding Approval in Redevelopment Commission Resolution 17-19 (Animal Shelter Construction to Approve Change Order). J.D. Boruff, stated during the remodel demolition at the Animal Shelter an additional roof was found underneath the existing roof, which needs to be removed. The change order is for an amount not to exceed \$15,000.

Don Griffin asked for public comment. There was no public comment

David Walter made a motion to approve Resolution 18-11. Sue Sgambelluri seconded the motion. The board unanimously approved.

- F.** Resolution 18-12: Amendment to Contract for Construction Inspection Services Regarding Downtown Curb Ramps. Roy Aten stated this project was constructed last year as an INDOT project. Lochmueller Group is doing the construction inspections for the project. Construction is now complete and they are assembling the final construction record as a requirement by the State. There is now an audit process to complete. The amendment to the contract is for additional hours to cover the audit process.

Don Griffin asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 18-12. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

**18-13
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENTS FOR CONSTRUCTION OF
INFRASTRUCTURE IN THE TRADES DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for 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 redevelopment of the Trades District, the City desires to: (1) realign West 10th Street between North Rogers Street and North Morton Street, (2) redesign the north-south alley from 10th Street to 11th Street, (3) improve the intersection of 10th Street and North Morton Street, and (4) provide a parking lot south of 10th Street (collectively, the “Project”); and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project, which form was amended in Resolution 15-75; and
- WHEREAS, in Resolution 15-06, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) for Services related to the Project; and
- WHEREAS, Anderson + Bohlander completed the Services related to infrastructure design in mid-January, and on January 18, 2018, the City issued an Invitation to Bid on two bid packages for the Project; and
- WHEREAS, the bids were opened in a public meeting on January 30, 2018, and staff, along with the project manager, Weddle Brothers, have been evaluating the bids in preparation for awarding them to the lowest and best bidders for Construction Services; and
- WHEREAS, pursuant to that evaluation, Staff has identified the following bids as the lowest and best bids for Construction Services for the Project: Bid Package #1 (Milestone Contractors) in an amount not to exceed \$4,982,000, and Bid Package #2 (Cassady Electric) in an amount not to exceed \$549,000; and

WHEREAS, Staff has negotiated an Agreement with each contractor, the form of which is the same for each and attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available CTP and TIF Bond Funds, TIF funds and CTP funds to pay for the project; and

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Construction Services serve the public’s best interest.
3. The RDC hereby approves payment of an amount not to exceed \$5,531,000 from the available funds for the Construction Services as follows: to Milestone Contractors in an amount not to exceed \$4,982,000, and to Cassady Electric in an amount not to exceed \$549,000, to be payable in accordance with the terms of the Agreement in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims processes.
4. The RDC hereby authorizes Donald Griffin to sign the Agreements with the aforementioned two contractors.
5. The funding authorizations contained in this Resolution shall terminate on December 31, 2018 unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

Additional Contract Clause Attachment

The following clause is added and incorporated as an additional contract term.

Steel or Foundry Products. 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 Owner feel that the cost of domestic steel or foundry products is unreasonable, Owner will notify Contractor in writing of this fact.

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.”

Domestic Foundry products are defined as follows:

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

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

Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.

Acceptance. Signed _____

Printed Name _____

Title _____

Date _____

DRAFT AIA[®] Document A132[™] - 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AGREEMENT made as of the «» day of «» in the year «»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Bloomington Redevelopment Commission»« »
«401 N. Morton Street »
«Bloomington, IN 47404 »
« »

and the Contractor:
(Name, legal status, address and other information)

«»« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«The Dimension Mill at the Trades District – Remodel and Renovate Existing Structure on part of the former Showers Complex»
«335 W. 11th Street »
«Bloomington, IN 47404 »

The Construction Manager:
(Name, legal status, address and other information)

«Weddle Bros. Building Group, LLC »« »
«2182 W. Industrial Park Drive »
«Bloomington, IN 47402 »
« »

The Architect:
(Name, legal status, address and other information)

«»« »
« »
« »
« »

The Owner and Contractor agree as follows.

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

** See Article 9.2.1

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«** See Article 9.3.1.1 »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work	Substantial Completion Date
« »	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- [« »] Stipulated Sum, in accordance with Section 4.2 below
- [« »] Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- [« »] Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be « » (\$ « »), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
« »	

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

« »

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
« »	

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

All progress payments shall be subject to the retainage by Owner of an amount equal to Five percent (5%) of the dollar value of all work satisfactorily completed until the work to be performed under this Agreement is complete. Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the « » day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than « 45 » (« ») days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the

Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to « » percent (« » %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as

the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .3 Subtract retainage of «*x*» percent («*x*» %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

«The Owner's final payment to the Contractor shall be made no later than Forty-Five (45) days after the issuance of the Architect or Construction Manager's final Certificate for Payment.»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[] Litigation in a court of competent jurisdiction.

[] Other: *(Specify)*

«Every effort should be made to resolve disputes through a no-adjudicative dispute resolution procedure. These include mediations, minitrials, settlement conferences and advisory arbitrations.»

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–

2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

«Zero» % «»

§ 8.3 The Owner's representative:
(Name, address and other information)

«Alex Crowley, Director, Department of Economic and Sustainable Development »
«City of Bloomington »
«401 N. Morton Street »
«Bloomington, IN 47404 »
« »
« »

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

«8.6.1 Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the **Architect or Construction Manager** shall be withheld until said time or items are completed.»

** See article 9.8.6.2 for additional provisions 8.6.2 through 8.6.5

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages
« »			

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date
« »		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
« »		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« 9.1.8 Supplementary Conditions to AIA Document A132 – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, attached herewith as pages ___ through ___ are incorporated as part of this Agreement. »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond

« »

Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

« »

OWNER (Signature)

«Donald Griffin, President, Redevelopment
Commission »« »

(Printed name and title)

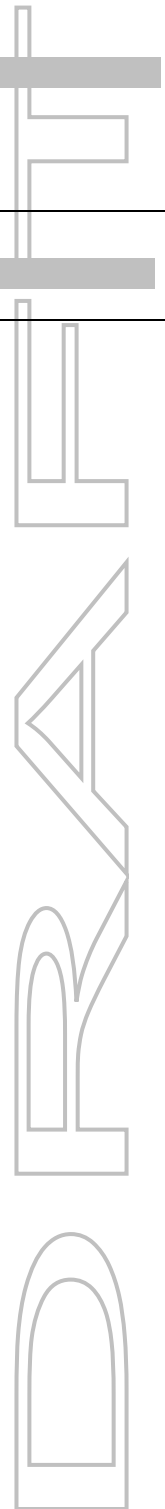
« »

CONTRACTOR (Signature)

« »« »

(Printed name and title)

John Hamilton, Mayor, City of Bloomington



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: CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

Project Manager: Andrew Cibor, Alex Crowley

Project Description: This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
 End Date: December, 2018

Financial Information:

Estimated full cost of project:	\$9,306,209.39 7,311,204
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	\$970,409.39 ¹	September 2014 – December 2018 ²
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a ³	Construction Management	\$499,500 \$249,750	November 2017 – December 2018
2b	Construction Solution Tree/Red Lot Milestone Contractors Infrastructure Milestone Contractors Cassady Electric Contingency	\$10,500,000 \$356,595 \$4,982,000 \$549,000 \$200,000	November 2017 – December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History: 15-06 Approval of 2015 Design Contract
 15-13 Approval of Additional Survey Work

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

² Pursuant to the Third Addendum, Anderson + Bohlander will remain on contract through the construction phase.

³ Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

Redevelopment Commission Resolution 18-13

Exhibit B

- 15-60 Approval of Original Project Review and Approval Form
- 15-75 Approval of Amended Project Review and Approval Form
- 15-76 Approval of Additional Design Services (Geotechnical)
- 16-34 Approval of 2016 Design Contract
- 17-22 Approval of Additional Design Services
- 17-51 Approval of Appraisals
- 17-56 Approval of Additional Design Services
- 17-61 Approval of Construction Management Agreement
- 17-62 Approval of Offering Sheet
- 17-89 Approval of Construction for Parking Lot Improvements
- 17-92 Approval of Project Agreement with Morton Street Properties
- 17-94 Approval of Additional Design Services
- 18-13 Approval of Contracts for Bid Package #1 to Milestone Contractors and Bid Package #2 to Cassidy Electric

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-14
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENTS FOR RENOVATION OF THE DIMENSION MILL

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a certified tech park in Downtown Bloomington and established the required certified tech park fund (“CTP Fund”); and
- WHEREAS, the CTP Fund may be used for, among other things, operation of a business incubator located in a certified technology park; and
- WHEREAS, the RDC purchased approximately 12 acres of property, including the Showers Dimension Mill within the certified technology park (the “Trades District”) from Indiana University; and
- WHEREAS, the CTP Master Plan identified adaptive reuse of the Dimension Mill for technology office space as one community objective; and
- WHEREAS, on September 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to develop the Dimension Mill for use as tech office space (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-55; and
- WHEREAS, in furtherance of the Project, the RDC previously contracted with the BEDC and Kirkwood Design Studio to prepare a building program and with Blackline Studio to design the renovations; and
- WHEREAS, renovation designs were completed in mid-January, and on January 18, 2018, the City issued an Invitation to Bid on six bid packages for the Project; and
- WHEREAS, the bids were opened in a public meeting on January 30, 2018, and staff, along with the project manager, Weddle Brothers, have evaluated the bids in preparation for awarding them to the lowest, best bidders for renovation services (“Renovation Services”); and
- WHEREAS, pursuant to that evaluation, Staff has identified the following bids as the lowest, best bids for Renovation Services for the Project: Bid Package #1 with Alternate Nos. 1 and 4 (Neidigh Construction Corporation) in an amount not to exceed \$2,763,000; Bid Package #4 with Alternate No. 1 (HFI Mechanical and Building Solutions) in an amount not to exceed \$796,900; Bid Package #5 with Alternate No. 1 (Ryan Fire Protection, Inc.) in an amount not to exceed \$75,360; and Bid Package #6 with Alternate No. 1 (Cassady Electrical Contractors) in an amount not to exceed \$522,570; and

WHEREAS, Staff has negotiated an Agreement with each contractor, the form of which is the same for each and attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available CTP and TIF Bond Funds, TIF Funds and CTP funds to pay for the project; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that 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 approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Renovation Services serve the public’s best interest.
3. The RDC hereby approves payment of an amount not to exceed \$4,146,430 from the CTP Fund for the Renovation Services as follows: to Neidigh Construction Corporation in an amount not to exceed \$2,763,000, to HFI Mechanical and Building Solutions in an amount not to exceed \$796,900; to Ryan Fire Protection, Inc. in an amount not to exceed \$75,360; and to Cassidy Electrical Contractors in an amount not to exceed \$522,570, to be payable in accordance with the terms of the Agreement in Exhibit A and \$75,000 for contingencies. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims processes.
4. The RDC hereby authorizes Donald Griffin to sign the Agreements with the aforementioned four contractors.
5. The funding authorizations contained in this Resolution shall terminate on December 31, 2018 unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Project Management	\$200,000	Fall 2016 – 2018
2 Design Contract	\$279,250	Fall 2016 – 2018
3 Construction	\$3,000,000	2017-2018
4 Security System	\$1,839.64	February 2017 – 2020
5 Construction Management	\$249,750	Fall 2017-2018
6 Contingency	\$75,000	Fall 2018
7 Bid Package #1 w/Alts 1 & 4 – Neidigh Const.	\$2,763,000	Fall 2018
8 Bid Package #4 w/Alt 1 - HFI	\$796,900	Fall 2018
9 Bid Package #5 w/Alt 1 – Ryan Fire Protection	\$75,360	Fall 2018
10 Bid Package #6 w/Alt 1 – Cassady Elec.	\$522,570	Fall 2018

TIF District: Consolidated TIF (Downtown TIF, 2010 Expansion)

- Resolution History:**
- 16-55 Original Project Review and Approval Form
 - 16-57 Approval of Agreement with BEDC for Architect Selection
 - 16-83 Approval of Design Contract with Blackline
 - 17-13 Approval of Contract with Koorsen
 - 17-50 Approval of Agreement with BEDC for Activation Coordination Services
 - 17-60 Approval of Agreement with Patrick M. East for Operational Planning Services
 - 17-87 Approval of Addendum to Design Contract with Blackline for Soil Borings
 - 18-14 Approval of Contracts for Renovation Bid Package #1 – General Trades with Neidigh Construction Corporation, Bid Package #4 – HVAC with HFI Mechanical and Building Solutions, Bid Package #5 – Fire Protection with Ryan Fire Protection, Inc., and Bid Package #6 – Electrical & IT with Cassady Electrical Contractors.

Alternate #1 – addition of the construction of the lower floor

Alternate #4 – addition of solar to the building

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**18-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT FOR ARBORIST SERVICES RELATED TO THE TRADES
DISTRICT INFRASTRUCTURE PROJECT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for 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 redevelopment of the Trades District, the City desires to: (1) realign West 10th Street between North Rogers Street and North Morton Street, (2) redesign the north-south alley from 10th Street to 11th Street, (3) improve the intersection of 10th Street and North Morton Street, and (4) provide a parking lot south of 10th Street (collectively, the “Project”); and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project, which form was amended in Resolution 15-75; and
- WHEREAS, in Resolution 15-06, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) for Services related to the Project; and
- WHEREAS, Anderson + Bohlander completed the Services related to infrastructure design in mid-January, and on January 18, 2018, the City issued an Invitation to Bid on two bid packages for the Project; and
- WHEREAS, the bids were opened and the RDC intends to award bids so that construction of the Project may begin; and
- WHEREAS, staff negotiated the Agreement (“Agreement”) attached as Exhibit A to this Resolution with a professional arborist to evaluate whether construction of the Project will negatively affect certain large trees in the Trades District; and
- WHEREAS, the arborist advised that the construction would very likely negatively affect the trees, and the arborist prepared a mitigation plan (“Mitigation Plan”) outlining measures that may be taken to try and minimize the negative effects and preserve the trees; and
- WHEREAS, staff finds it necessary to modify Exhibit A (“Scope of Services”) to the Agreement to include implementation of the Mitigation Plan (“Additional Services”) in an amount not to exceed \$_____; and

WHEREAS, the RDC has available CTP and TIF Bond Funds, TIF funds and CTP funds to pay for the Additional Services; and

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Additional Services serve the public’s best interest.
3. The RDC hereby approves payment of an amount not to exceed \$ 25,000 for the Services, to be payable in accordance with the terms of the Agreement in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims processes.
4. The RDC hereby authorizes Donald Griffin to sign the Agreement.
5. The funding authorization contained in this Resolution shall terminate on December 31, 2018 unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



MEMORANDUM

TO: Jeff Underwood
FROM: Alex Crowley
DATE: January 29, 2018
RE: Jud Scott Consulting Arborist Services – Trades District Tree Preservation

Funding Source: 430-15-150000-53990

Total Dollar Amount of Contract: Not to exceed Four Hundred Seventy Five Dollars (\$475) for the initial site visit.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The rate for additional services, including but not limited to additional site visits, document preparation or review, shall be set at One Hundred Sixty Dollars per hour (\$160/hr) and the total fees and expenses for said additional services shall not exceed One Thousand Two Hundred Eighty Dollars (\$1,280). The Department shall not make payment for any unauthorized work or expenses.

Expiration Date of Contract: February 16, 2018

Department Head Initials of Approval: AC 

Due Date For Signature: 01/29/2018

Record Destruction Date (Legal Dept to fill in): December 31, 2028

Legal Department Internal Tracking #: 18-061

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Anahit Behjou.

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Alex Crawly

Summary of Contract: The Services shall include the following:

1. Site visit to inspect trees and discuss preservation options 2.
2. Additional site visits, as required, preparation of mitigation plan document and reports/appraisals as required.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT
DEPARTMENT
AND
JUD SCOTT CONSULTING ARBORIST SERVICES
FOR
TRADES DISTRICT TREE PRESERVATION**

This Agreement, entered into on this 30th day of January, 2018, by and between the City of Bloomington Economic & Sustainable Development Department (the "Department"), and Jud Scott Arborist LLC ("Consultant"),

WITNESSETH:

WHEREAS, the Department requires the services of a professional consultant in order to inspect trees in the Trades District and formally propose tree preservation options (the "Services" as further defined below); and

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

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Alex Crowley as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under

similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Hundred Seventy Five Dollars (\$475) for the initial site visit.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The rate for additional services, including but not limited to additional site visits, document preparation or review, shall be set at One Hundred Sixty Dollars per hour (\$160/hr) and the total fees and expenses for said additional services shall not exceed One Thousand Two Hundred Eighty Dollars (\$1,280). The Department shall not make payment for any unauthorized work or expenses.

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall

pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 7. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims,

demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the Department's will be called upon to contribute to a loss hereunder.

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

Article 13. Conflict of Interest

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

Article 14. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver

by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability

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

Article 16. Assignment

Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person

who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:

Consultant:

City of Bloomington	Jud Scott Consulting Arborist LLC
Attn: Alex Crowley	Attn: Jud Scott
401 N. Morton, Suite 150	4721 E 146 th Street
Bloomington, Indiana 47402	Carmel, Indiana 46033

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

Article 23. Intent to be Bound

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject

matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

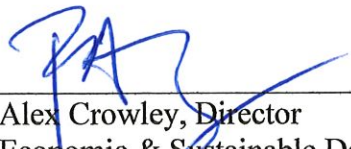
Article 25. Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

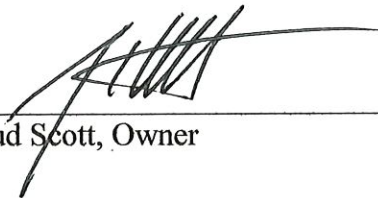
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

JUD SCOTT CONSULTING ABORIST LLC



Alex Crowley, Director
Economic & Sustainable Development



Jud Scott, Owner

matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

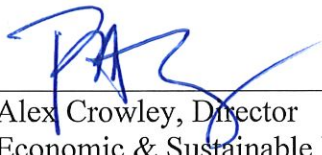
Article 25. Non-Collusion

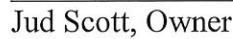
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

JUD SCOTT CONSULTING ABORIST LLC



Alex Crowley, Director
Economic & Sustainable Development

Jud Scott, Owner

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>anahitbahr</i> DATE: <i>01-29-17</i>

CITY OF BLOOMINGTON Controller Reviewed by: <i>[Signature]</i> DATE: <i>1/30/18</i> FUND/ACCT: <i>430-15 399</i>

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Site visit to inspect trees and discuss preservation options
2. Additional site visits, as required, preparation of mitigation plan document and reports/appraisals as required.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Register Consultant Jud Scott Consulting
(job title) Advisor (company name) Advisor
2. 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.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
Signature Jud Scott
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jud Scott and acknowledged the execution of the foregoing this 30th day of January, 2018.

[Signature] My Commission Expires: 9-10-25
Notary Public's Signature

Laurel Waters County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT C

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

NON-COLLUSION AFFIDAVIT

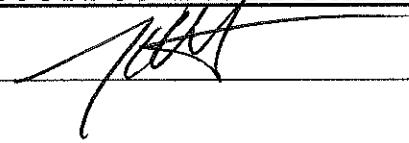
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered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

OATH AND AFFIRMATION

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

Dated this 30th day of January, 2018.

JUD SCOTT CONSULTING ABORIST LLC

By: 

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jud Scott and acknowledged the execution of the foregoing this 30th day of January, 2018.


Notary Public's Signature

My Commission Expires: 9-10-2025

Laurel waters
Printed Name of Notary Public

County of Residence: Monroe

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2018

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

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

PRODUCER M.J. Schuetz Insurance Services 55 Monument Circle, Suite 500 Indianapolis IN 46244-0070	CONTACT NAME: Carlos Reichman PHONE (A/C, No., Ext): 317-548-3045 E-MAIL ADDRESS: creichman@mjsis.com	FAX (A/C, No): 317-639-6910	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED VINEA-1 Vine & Branch, Inc. Jud Scott Consulting Arborist, LLC 4721 E. 146th Street Carmel IN 46033	INSURER A: United Fire & Casualty Company		13021
	INSURER B: American Interstate Insurance		31895
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 374411037 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		60483057	10/22/2017	10/22/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		60483057	10/22/2017	10/22/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60483057	10/22/2017	10/22/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AVWCIN2545722016	10/22/2017	10/22/2018	WC STATUTORY LIMITS	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Arborist & Landscapers Property Damage & Professional Liability			60483057	10/22/2017	10/22/2018	Each Occurrence Limit	1,000,000
							Aggregate Limit	1,000,000
							Deductible	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Bloomington, the Department, and the officers, employees and agents are shown as Additional Insured's on a Primary Non-Contributory basis with respects to the General Liability & Automobile policies. Waiver of Subrogation applies in favor of the Additional Insured's with respects to the Workers Compensation policy.

CERTIFICATE HOLDER The City of Bloomington Attn: Alex Crowley 401 N. Morton Suite 150 Bloomington IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

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: CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

Project Manager: Andrew Cibor, Alex Crowley

Project Description: This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
 End Date: December, 2018

Financial Information:

Estimated full cost of project:	\$9,306,209.39 7,311,204
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	\$970,409.39 ¹	September 2014 – December 2018 ²
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a ³	Construction Management	\$499,500 \$249,750	November 2017 – December 2018
2b	Construction Solution Tree/Red Lot Milestone Contractors Infrastructure Milestone Contractors Cassady Electric Contingency	\$10,500,000 \$356,595 \$4,982,000 \$549,000 \$200,000	November 2017 – December 2018
	Arborist Services	\$25,000	February-December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

² Pursuant to the Third Addendum, Anderson + Bohlander will remain on contract through the construction phase.

³ Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

- Resolution History:**
- 15-06 Approval of 2015 Design Contract
 - 15-13 Approval of Additional Survey Work
 - 15-60 Approval of Original Project Review and Approval Form
 - 15-75 Approval of Amended Project Review and Approval Form
 - 15-76 Approval of Additional Design Services (Geotechnical)
 - 16-34 Approval of 2016 Design Contract
 - 17-22 Approval of Additional Design Services
 - 17-51 Approval of Appraisals
 - 17-56 Approval of Additional Design Services
 - 17-61 Approval of Construction Management Agreement
 - 17-62 Approval of Offering Sheet
 - 17-89 Approval of Construction for Parking Lot Improvements
 - 17-92 Approval of Project Agreement with Morton Street Properties
 - 17-94 Approval of Additional Design Services
 - 18-13 Approval of Contracts for Bid Package #1 to Milestone Contractors and Bid Package #2 to Cassady Electric
 - 18-15 Approval of Contract for Arborist Services**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Jud Scott

CONSULTING ARBORIST

4721 E. 146th St., Carmel, IN 46033
P: 317.815.8733 • F: 317.818.9865
judscottconsultingarborist.com
treeconsultant@aol.com

February 5, 2018

Alex Crowley
Director, Economic & Sustainable Development
City of Bloomington, Indiana
crowleya@bloomington.in.gov
812.349.3477 office
812.360.5566 cell
bloomington.in.gov

Scope of Work: Consulting Arborist Services- Written Tree Preservation Plan

Proposal

•	Written Tree Preservation Plan with bullet points for drawings	\$750.00
•	Additional costs that may relate to the case will be billed at \$160.00 per hour. This rate would be for additional site visits, document preparation review, and reports or appraisals. All services are billed portal to portal with expenses.	

Customer understands and agrees that any claims for damages arising from Jud Scott Consulting Arborist LLC (JSCA) or its agent's performance, under this Contract shall be limited to an amount equal to the fee charged by JSCA for the services rendered. Customer agrees to hold harmless and indemnify JSCA from and against any and all claims, liability, damages, actions, causes of actions, and expenses (including reasonable attorney fees) asserted against JSCA by any person for any act or omission by JSCA other than liability arising from the sole negligence of JSCA.

All statements of fact for any consulting service will be offered to the best of Jud Scott Consulting Arborist LLC agent's knowledge and belief, and they are made in good faith. Payment is due upon receipt of invoice.

Jud Scott Consulting Arborist LLC. Authorized Signature

By: _____

Print Name: Jud Scott

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined.

Signature: _____

Print Name: _____

Date: _____

STATEMENT OF QUALIFICATIONS

Jud Scott

Registered Consulting Arborist #392,
American Society of Consulting Arborists

Certified Arborist #IN-0287A,
International Society of Arboriculture

M. Arbor A. #PR 200177,
Arboricultural Association, U.K.

Past President, American Society of Consulting Arborists

Member Jud Scott Consulting Arborist LLC,
2010-Present

President, Vine & Branch Inc. 1980-President

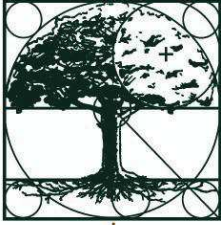


Education

1980 Wabash College, Bachelor of Arts
International Society of Arboriculture, Certified Arborist IN-0287A
American Society of Consulting Arborists, Academy Graduate
American Society of Consulting Arborists, Registered Consulting Arborist #392

Professional Association Membership

American Society of Consulting Arborists (ASCA)
Arboricultural Association of U.K. (AA)
Indiana Arborists Association (IAA)
Indiana Academy of Science
Indiana Nurserymen's and Landscape Association (INLA)
Indiana Urban Forestry Council (IUFC)
Indianapolis Landscape Association (ILA)
International Society of Arboriculture (ISA)
National Society of Professional Insurance Investigators (NSPII)
Tree Care Industry Association (TCIA)
Utility Arborist Association (UAA)



February 15, 2018

Alex Crowley
Director, Economic & Sustainable Development
City of Bloomington, Indiana

Scope of Work: Consulting Arborist Services- Tree Preservation Plan Proposal

- Tree care as specified- Bartlett Tree 2/28/2017
- Soil care – four pin oaks \$180.00
- Soil treatment- four pin oaks \$895.00
- Pruning – four pin oaks \$4490.00
- Install Tree Preservation Fencing- Fence all four as one preservation area \$1995.00
- Provide Tree Preservation Area Signage- 10 signs, English and Spanish \$275.00
- Irrigation a needed- To be performed by site contractors
- Six site visits during the construction process \$6600.00
- Landscaping plan review \$750.00
- Hardscape plan review \$750.00
- Irrigation plan review \$750.00
- Unscheduled visits if required will be \$1500.00

Total \$16,685.00

- Additional costs that may relate to the project will be billed at \$160.00 per hour. This rate would be for additional site visits, document preparation review, and reports or appraisals. All services are billed portal to portal with expenses.

Notes:

Bartlett Quote is good for this winter (2018) only. It has been adjusted to include the fourth pin oak and to drop the honeylocust. Payment can be made directly to Bartlett. Irrigation: It is assumed contractor will perform this. If not can quote.

Customer understands and agrees that any claims for damages arising from Jud Scott Consulting Arborist LLC (JSCA) or its agent’s performance, under this Contract shall be limited to an amount equal to the fee charged by JSCA for the services rendered. Customer agrees to hold harmless and indemnify JSCA from and against any and all claims, liability, damages, actions, causes of actions, and expenses (including reasonable attorney fees) asserted against JSCA by any person for any act or omission by JSCA other than liability arising from the sole negligence of JSCA.

All statements of fact for any consulting service will be offered to the best of Jud Scott Consulting Arborist LLC agent’s knowledge and belief, and they are made in good faith. Payment is due upon receipt of invoice.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined.

Signature: _____

Print Name: _____

STATEMENT OF QUALIFICATIONS

Jud Scott

Registered Consulting Arborist #392,
American Society of Consulting Arborists

Certified Arborist #IN-0287A,
International Society of Arboriculture

M. Arbor A. #PR 200177,
Arboricultural Association, U.K.

Past President, American Society of Consulting Arborists

Member Jud Scott Consulting Arborist LLC,
2010-Present

President, Vine & Branch Inc. 1980-President



Education

1980 Wabash College, Bachelor of Arts
International Society of Arboriculture, Certified Arborist IN-0287A
American Society of Consulting Arborists, Academy Graduate
American Society of Consulting Arborists, Registered Consulting Arborist #392

Professional Association Membership

American Society of Consulting Arborists (ASCA)
Arboricultural Association of U.K. (AA)
Indiana Arborists Association (IAA)
Indiana Academy of Science
Indiana Nurserymen's and Landscape Association (INLA)
Indiana Urban Forestry Council (IUFC)
Indianapolis Landscape Association (ILA)
International Society of Arboriculture (ISA)
National Society of Professional Insurance Investigators (NSPII)
Tree Care Industry Association (TCIA)
Utility Arborist Association (UAA)