

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
March 18, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 18, 2019, March 4, 2019, and Memorandum of Executive Session for March 4, 2019
- III. EXAMINATION OF CLAIMS** –March 8, 2019 for \$810,440.75
- IV. EXAMINATION OF PAYROLL REGISTERS**–March 1, 2019 for \$30,874.03
- 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 19-23: Approval of Design Contract for Trades District Garage
 - B. Resolution 19-25: Approval of Reimbursement for the Winslow/Henderson Right-of-Way Acquisition
 - C. Resolution 19-26: Project Review and Approval Form - 4th Street Garage
 - D. Resolution 19-27: Fourth Addendum to Anderson +Bohlander Contract
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. 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 18, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

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

Commissioners Absent: Mary Alice Rickert and Sue Wanzer

Staff Present: Eric Sader, Assistant Director; Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Randy Cassady, Cassady Electric

- II. READING OF THE MINUTES** – Sue Sgambelluri moved to approve the February 4, 2019, minutes. David Walter seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – David Walter moved to approve the claim register for February 8, 2019, for \$266,926.46. Sue Sgambelluri seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Eric Sandweiss moved to approve the payroll register for February 1, 2019, for \$30,873.83. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Eric Sader was available to answer questions.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer's Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update. Alex Crowley stated that an RFQ went out for the Trades District Garage design firm. Applicants were vetted, and two companies were interviewed. The advisory board took a vote and chose CSO as the designer. Crowley said the next step is entering into a process of negotiation regarding the terms of the contract.
- VI. NEW BUSINESS**
- A.** Resolution 19-17: Amended Project Review and Approval Form for the Trades District Garage. Underwood stated this form amends the original project review and approval form that included the 4th Street garage and the Trades District garage. The amended form removes the 4th Street garage and updates it with only Trades District Garage.

Sandweiss asked if the amended form includes all of the amended terms the City Council agreed to. Underwood stated yes.

Sue Sgambelluri moved to approve Resolution 19-17. David Walter seconded the motion. The board unanimously approved.
 - B.** Resolution 19-18: Approval of Trades District Plat. Crowley stated that the initial plat for the Trade District was for the southern portion, which the RDC had approved. In order for the City and RDC to sell the remaining undeveloped parcels in the Trades District, the

northern portion must be plated and approved by the RDC as well. Crowley stated that this will complete the entire Trades District Plat. Allen said the plat is subject to Board of Public Works approval.

Commissioners asked if the absence of lot lines in the proposed plat would discourage opportunities for development of multiple projects on smaller lots. Staff responded that the plat is not meant to exclude or favor either large- or small-scale development on the site, but simply to allow maximum flexibility to potential purchasers.

Sue Sgambelluri moved to approve Resolution 19-18. David Walter seconded the motion. The board unanimously approved.

- C. Resolution 19-19: Approval of Plat – Southwest of 11th and Rogers. Allen stated the City has prepared the final plat for the northwestern part of the Certified Technology Park for the properties east of Rogers Street (Western Final Plat). He said the plat clears some old lot lines but leaves in place the existing alley right of way.

David Walter moved to approve Resolution 19-19. Eric Sandweiss seconded the motion. The board unanimously approved.

- D. Resolution 19-20: Approval of Trades District Facilities Maintenance Plan. Staff has developed a facilities maintenance plan regarding responsibilities for all property deemed common areas within the Trades District. Allen stated that the plan must be filed along with the final plat that was approved in Resolution 19-18.

David Walter moved to approve Resolution 19-20. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, March 4, 2019, at 4:30 p.m. in the Showers City Hall, Law Library, 401 North Morton Street.

Commissioners Present: Donald Griffin, Mary Alice Rickert, Sue Sgambelluri, and David Walter.

Commissioners Absent: Sue Wanzer and Eric Sandweiss

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND).

Others Present: Brian Payne, Assistant Director, Economic & Sustainable Development; and Larry Allen, Assistant City Attorney, City Legal Department.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: the purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, March 4, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, David Walter, Mary Alice Rickert and Eric Sandweiss

Commissioners Absent: Sue Wanzer

Staff Present: Doris Sims, Director; Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Brian Payne, Assistant Director Small Business Development, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Randy Cassady, Cassady Electric, Apple Muncy, Bloominglabs, Inc.

II. READING OF THE MINUTES – Eric Sandweiss asked to amend the February 18, 2019, minutes to include a sentence under Resolution 19-18 to better reflect the commissioners' discussion.

Eric Sandweiss said he will submit a proposed amendment, via email, to HAND staff and the commissioners.

Sue Sgambelluri moved to postpone consideration of the February 18, 2019, minutes until the March 18, 2019 meeting. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim register for February 22, 2019, for \$62,261.46. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Eric Sandweiss moved to approve the payroll register for February 15, 2019, for \$30,873.86. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims asked for a volunteer to serve on the Neighborhood Improvement Grant Council for 2019. Eric Sandweiss volunteered to serve.

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

C. Treasurer's Report. No report.

D. CTP Update. Brian Payne reported that solar is currently being installed at the Dimension Mill. Payne said that staff is working with Colliers International to develop promotional materials to market the Trades District that will go out to potential buyers.

VI. NEW BUSINESS

A. Resolution 19-21: Approval of Funding for Project Manager for the Trades District Project. Larry Allen stated the City entered into a contract with Kelly Boatman of Core Projective LLC, to provide project management services for the Trades District. Kelly Boatman is a certified project manager with over 14 years of project management

experience. She served on the Board of Public Works and has a familiarity of how the approval process works, which is how she was identified as the best candidate.

Sgambelluri asked for explanation regarding paragraph 3, specifically the sentence that begins with, “The Controller’s office may refund the City...” Allen explained that Core Projective entered into a contract with the City, which was paid for with Economic and Sustainable Development (ESD) funds. This resolution would allow for reimbursement for any funds already expended for the services, and also for RDC payment from the approval date through the end of her contract, which is set to expire in August of this year.

Sandweiss asked for clarification of the relationship between the \$95,200 cap in this resolution and the \$51,000 from the original contract. Allen explained that the original contract and the 2019 addendum which is attached to the original contract, add up to the \$95,200.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 19-21. Eric Sandweiss seconded the motion. The board unanimously approved.

- B. Resolution 19-22: Authorization to Negotiate Initial Terms for RDC Procurement and Disbursal of Property.** Allen stated staff apprised the RDC in executive session about specific, potential property acquisitions. This resolution would authorize city staff, on behalf of the RDC, to gather initial terms for any property that the RDC may wish to acquire or sell. This will empower city staff to act on behalf of the RDC to gather terms of potential deals. All terms for potential deals will be presented to the RDC in regular intervals at executive sessions, as appropriate and mandated by law. This resolution does not exempt or remove the process of acquiring or selling property as required by Indiana Code.

Sandweiss asked if there is anything in the resolution that over-rides or contradicts previous understanding of city steps or responsibilities and abilities to act on their own. Allen stated no.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 19-22. David Walter seconded the motion. The board unanimously approved.

- C. Resolution 19-24: Approval of Final Plat of Lot 8 in the Millen and Rice Addition.** Allen stated the RDC owns right of way just to the south of 11th which will be given to Habitat for Humanity. The approval of this plat is necessary to make two lots that will be acceptable to the Planning Department under the Unified Development Ordinance of the City of Bloomington. A Habitat for Humanity house could then be built on the southernmost lot of this property.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 19-24. Eric Sandweiss seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

**19-23
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM
REGARDING FOR THE TRADES DISTRICT GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, the City of Bloomington Common Council voted to move forward with bonding for the Trades District Garage in Council Resolution 18-25, which the RDC certified in its own Resolution 19-06; and
- WHEREAS, the RDC approved the amended Form in Resolution 19-17, which detailed the Project as being the Trades District Garage, and listed the Bonds and the Consolidated TIF as potential sources of funding for the Project; and
- WHEREAS, Phase 1 of the Project was identified as the “Design Contract” for architectural and engineering services for the Project; and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 19-17, City Staff along with the Garage Design Committee has solicited responses, evaluated those responses, and identified CSO Inc. (“CSO”) for \$26,000 for Phase 1 of the design of the Trades District Garage as the best response; and
- WHEREAS, Staff has negotiated an agreement with CSO that is attached to this Resolution as Exhibit A (“Agreement”); and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the design services for the Project pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it services the public's best interest.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the TIF.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00) to pay for the Phase 1 design services, to be payable in accordance with the terms of the Agreement ("Payment").
4. The Payment authorized above may be made from the Consolidated TIF, the 2019 Bonds, or a combination of the Consolidated TIF and the 2019 Bonds. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**Redevelopment Commission
Resolution 19-23**

Exhibit A

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
CSO ARCHITECTS, INC.
FOR
DESIGN SERVICES**

This Agreement, entered into on this _____ day of March, 2019, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and CSO Architects, Inc. (“Consultant”),

WITNESSETH:

WHEREAS, the City wishes to construct a new parking garage within the Trades District to support and attract new business; and

WHEREAS, the City requires the services of a professional consultant in order to perform site selection the architectural and engineering design of the Trades District Garage (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 City.

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 December 31, 2020, 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 City as may be requested and desirable, including primary coordination with Karen Valiquett of CORE Planning Strategies, LLC, as the City’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the City 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 City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Consultant’s profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City 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 City

The City shall provide all necessary information regarding requirements for the Services. The City 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 City’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of Twenty-Six Thousand Dollars (\$26,000) based on the fees and reimbursable payment schedule set forth in Exhibits A and B. 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 City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City’s direction. The invoice shall be sent to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule

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

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City'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 City and the City 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 City, as set forth in Article 11 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. 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 City or others on

modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the City's sole risk and without liability or legal exposure to Consultant. The City 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 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. 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 12. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. 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 13. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum 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 City, 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 City's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

Neither the City 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 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. 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 City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. 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 E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 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 City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City 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 City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City 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 City.

Article 24. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47402

Consultant:

Alan R. Tucker
CSO Architects, Inc.
8831 Keystone Crossing
Indianapolis, IN 46240

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

Article 25. Intent to be Bound

The City 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 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City 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 27. 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 F, affirming that Consultant has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated by reference as though fully set forth.

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

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

CITY OF BLOOMINGTON

CSO ARCHITECTS, INC.

Mick Renneisen, Deputy Mayor

Alan R. Tucker, President

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Mary Alice Rickert, Secretary

EXHIBIT A “Scope of Work”



February 22, 2019
Revised March 8, 2019

Ms. Julie Martindale
City of Bloomington
401 N. Morton Street, Suite 240
Bloomington, Indiana 47404

RE: Trades District Parking Garage – Phase 1
Bloomington, Indiana

Dear Ms. Martindale,

CSO is most pleased to have been given the opportunity to provide design services for the site selection phase for the Bloomington Trades District Parking Garage. The following is an outline of our understanding of the scope of work and our proposed fees for the project:

1. PROJECT SCOPE

The scope of the project will be as follows:

- 1.1. The project will involve the visioning and site selection phase for the Trades District Parking Garage.
 - 1.1.1. The project will be on one of two sites that are all in an area bounded by W. 11th Street to the north, N. Morton Street to the east and the B-Line Trail to the west.
 - 1.1.2. The parking garage will have the following attributes:
 - The parking garage will include approximately 300 parking spaces.
 - The parking garage will be designed using sustainable design strategies and will seek a Parksmart certification. Strategies will include consideration for solar panels, electric vehicle charging spaces, bicycle storage, and preferred parking for sustainable vehicles.
 - The parking garage will be designed to be compatible with the neighborhood. This would include aesthetics, scale and use.
 - The project will include provisions to allow for future adaptive reuse.
 - The parking garage's structure will be post-tensioned cast-in-place concrete.
 - The parking garage will include public restrooms and retail if supported by site location.
- 1.2. The construction hard cost budget for the project is to be determined.
- 1.3. CSO is assuming that the visioning and site selection will be done based on existing survey and utility information.

8831 Keystone Crossing
Indianapolis, IN 46240

317.848.7800
csoinc.net

2. CSO ARCHITECTS SCOPE OF WORK

The proposed design fees for the project include the following:

Phase 1 – Visioning and Site Selection

- 2.1. CSO will meet with the City of Bloomington Planning Strategies to understand the sites that will need to be studied, project goals, and identify the stakeholders for the visioning process.
- 2.2. CSO will hold a full day visioning session with the stakeholders to develop the guiding principles for the project.
- 2.3. CSO will hold a public meeting to overview and get community feedback on the project.
- 2.4. CSO will compile the information collected in the visioning session into a document that outlines vision, goals and guiding principles for the project.
- 2.5. CSO will collect information on the three sites to be studied which would include the following:
 - 2.5.1. Existing boundary and topographic information
 - 2.5.2. Existing utility information
 - 2.5.3. Property ownership
 - 2.5.4. Property zoning
 - 2.5.5. Public transportation in the area
 - 2.5.6. Neighboring architectural context
 - 2.5.7. Master plans and strategies plans
- 2.6. CSO will develop site test fits for each site to see how the site supports the program.
- 2.7. CSO will discuss with utility providers the utility service and available capacity to each site.
- 2.8. CSO will develop massing diagrams to show how the preferred site layout at each site location works with the surrounding context.
- 2.9. CSO will create a project website for the Trades District Garage Project.
- 2.10. CSO will deliver the following for this phase of the project:
 - 2.10.1. Visioning document
 - 2.10.2. Narrative
 - Site Recommendation
 - Zoning
 - Utility availability and capacity
 - Site specific issues
 - 2.10.3. Site test fits
 - 2.10.4. Site massing diagrams

2.11. CSO will also make a recommendation on the next level of due diligence that will be required on the preferred site. This could include geotechnical, survey, and environmental studies.

3. CONSULTANT SERVICES

The following are the consultants that CSO will be using on the project:

Civil & Parking Garage planning: Bledsoe Riggert & Guerrettaz

Landscape: Context

Structural Engineer: THP

Mechanical, Electrical, Plumbing and Fire Protection: IMEG

4. COMPENSATION

CSO will bill the Phase 1 services (visioning and site selection) for a fixed fee of \$24,500. In addition, we would bill reimbursable expenses per the attached. It is estimated that reimbursable expenses will be \$1,500.

Please review the above and contact me if you have any questions and/or concerns. Once again, we appreciate the opportunity to provide professional services to the City of Bloomington and look forward to the completion of a successful project.

Respectfully,



Alan R. Tucker, AIA, LEED® AP
President

/bsc

cc: Patty Adams, File

ACCEPTED BY:

DATE:

EXHIBIT B



HOURLY RATES & REIMBURSABLES

**Effective through December 31, 2019*

HOURLY RATES

Senior Principal	\$250
Principal	\$195
Senior Professional I	\$165
Senior Professional II	\$135
Senior Professional III	\$125
Professional I	\$115
Professional II	\$105
Professional III	\$95
Technician I	\$85
Technician II	\$75
Administrative Coordinator	\$70

REIMBURSABLES

Black & White Copies Or Scans

8.5x11	\$0.08
11x17	\$0.16

Color Copies Or Scans

8.5x11	\$0.75
11x17	\$1.50

Large Format Black & White Prints or Scans (\$0.14/sf)

18x24	\$0.42
24x36	\$0.84
30x42	\$1.23

Large Format Color Prints or Scans (\$3.25/sf)

18x24	\$9.75
24x36	\$19.50
30x42	\$28.44

Presentation Boards

24x36	\$32.00
30x42	\$45.00

Consultant Fees, Travel Expenses, Parking Fees, Long Distance Telephone Charges, Miscellaneous Print Items, Shipping and Courier Service	Cost + 10%
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EXHIBIT C

Project Schedule

Bloomington Trades District Parking Garage
Project No.: 19035

Phase 1 – Visioning and Site Selection Schedule

March 11th through March 15th

- Conference call to establish Visioning Session agenda
- Begin acquiring existing information on 2 sites

March 18th through March 22nd

- Complete acquisition of existing information on 2 sites

March 25th through March 29th

- Complete document with guiding principles
- Start site test fits
- Contact utilities to discuss utility infrastructure

April 1st through April 5th

- Review initial test fits
- Visioning Session
- Neighborhood Meeting

April 8th through April 12th

- Review revised site test fits

April 15th through April 19th

- Final site plans complete
- Start final report

April 22nd through April 26th

- Final report in progress

April 29th through May 3rd

- Deliver final report

EXHIBIT D

Key Personnel

Organization Chart

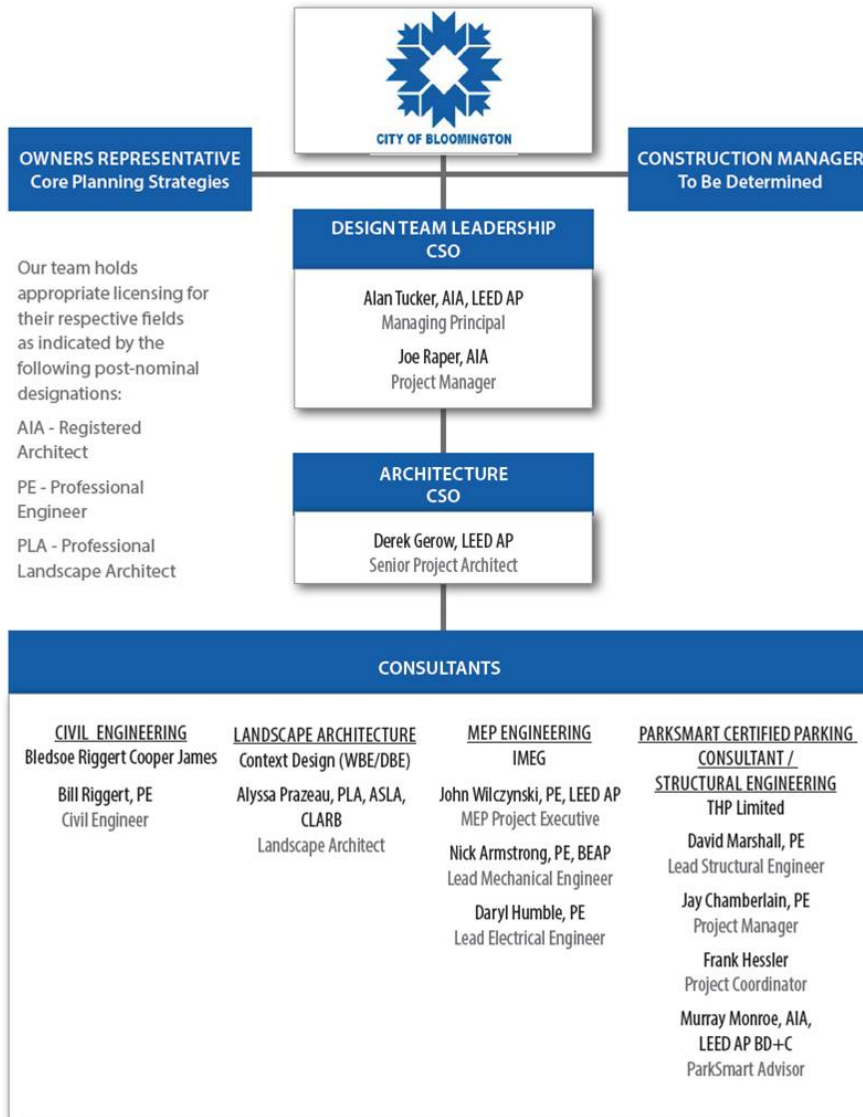


EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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 _____ day of _____, 2019.

CSO Architects, Inc.

By: _____

Printed Name and Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2019.

Notary Public's Signature

Printed Name of Notary Public

County of Residence: _____

My Commission Expires: _____

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:** Trades District Garage**Project Manager(s):** Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley**Project Description:**

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the Trades District Garage.

The Trades District Garage includes up to 300 parking spaces. The City and the RDC reiterates its commitment to building a garage within the Trades District includes the following sustainability features:

- A structure that allows at least two (2) of the floors to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design (conduit provided throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Preference for locating the garage on city-owned property;
- Solar panels that will cover the electric needs of the facility;
- Bicycle parking for a minimum of thirty (30) bikes, ten (10) of which spots will be bike lockers. The lockers may be located either inside or outside, or both, as the design determines.
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate garage design;
- One (1) public restroom;
- A maintenance and caretaking plan for the life of the garage; and

19-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF REIMBURSEMENT FOR THE WINSLOW/HENDERSON RIGHT-OF-WAY ACQUISITION

- WHEREAS, pursuant to Indiana Code § 36-7-14, et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) the City of Bloomington Common Council created the Thomson/Walnut Winslow economic development area (“Thomson TIF”), which was later consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for the purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made for local public improvements that are physically located or connected to the Consolidated TIF; and
- WHEREAS, in Resolution 16-06, the RDC approved a Project Review and Approval Form (“Form”) to support a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and
- WHEREAS, Step 2 of the Form was identified as Right-of-Way Acquisition; and
- WHEREAS, in Resolution 17-17, the RDC stated that it would handle Right-of-Way acquisition on a reimbursement basis once actual costs for right of way acquisition have been incurred by the City; and
- WHEREAS, in Resolution 17-98, the RDC approved reimbursement for acquisition of two of the project’s four parcels; and
- WHEREAS, the City now seeks reimbursement of the costs incurred for the right-of-way acquisition of the two remaining parcels, as depicted on the invoice that is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to reimburse the costs shown on Exhibit A; and
- WHEREAS, an Amended Project Review and Approval Form (“Amended Form”)

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 in the Amended Form.
2. The RDC hereby approves payment of an amount not to exceed \$76,000 from the Consolidated TIF to reimburse the City of the Right of Way expenditures noted on the Invoice, attached to this Resolution as

Exhibit A. The funding authorization contained in the paragraph shall terminate on December 31, 2019, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



CITY OF BLOOMINGTON

P.O. Box 100
Bloomington, IN 47402-0100
(812) 349-3412 fax (812) 349-3456

Invoice No.

W-H-2

INVOICE

Industry:	Bloomington Redevelopment Commission
	401 N Morton St., Suite 130
	Bloomington, IN 47404

Date:	March 13, 2019
Terms:	

Qty	Description	Unit Price	TOTAL
1	Crane Partners, LLC	\$41,000.00	\$ 41,000.00
1	Jean & LeAnn Lejeune	\$35,000.00	\$ 35,000.00
	*Property acquisition fees associated with the Winslow & Henderson Multiuse Path and Intersection Improvements project.		
Account #	601-02-0000-47080	SubTotal	\$ 76,000.00
		TOTAL	\$ 76,000.00

*Please remit payment to the City of Bloomington,
Office of the Controller, Attention: Amy Silkworth, P.O.
Box 100, Bloomington, IN 47402.*

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: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper

Project Description:

This project will construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements for East Winslow Road at South Walnut Street Pike. A map depicting the location of this project is attached. This project may also include short sidewalk sections to connect to adjacent facilities.

The bicycle and pedestrian facilities included in this project will provide numerous connections between residents, businesses, transit routes, and other existing transportation infrastructure. The intersection improvements are proposed in order to enhance safety at a location that has experienced 18 right angle crashes within a 5 year period.

Furthermore, this project will support an application for Low Income Housing Tax Credits by demonstrating a public infrastructure commitment within 0.25 miles of the housing site. The Low Income Housing Tax Credits would be used to construct Crawford Apartments II, which would be adjacent to the proposed multiuse path on South Henderson Street.

The project is expected to take three steps. First, the proposed improvements will be analyzed and designed. Second, any necessary right of way will be purchased. Third, the improvements will be constructed.

There is some sidewalk infrastructure currently in place along East Winslow Road and South Henderson Road. It is expected that this existing sidewalk infrastructure will be completely removed and that the new multiuse paths will be constructed in its place. Accordingly, this project is more akin to new construction than the improvement of existing infrastructure.

To the extent this is an improvement of existing infrastructure (for instance, the intersection improvements for East Winslow Road and South Walnut Street Pike), it satisfies all four factors of the TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as it will be safer.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Additionally, this is a project which would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: March 2016

End Date: December 2020

Financial Information:

Estimated full cost of project:	\$858,500
Sources of funds:	
Consolidated TIF	\$858,500

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	Preliminary Engineering	\$132,000.00	March 2016 – December 2020 ¹
2	Right of Way Acquisition	\$176,500.00	March 2017 to December 2019
3	Construction	\$550,000.00	March 2017 – December 2020

¹ This will extend through the construction phase to ensure engineering services are available throughout the construction process.

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 16-06 Approval of Original Project Review and Approval Form
16-18 Preliminary Engineering Contract Approval
17-17 Amendment of Project Review and Approval Form
17-98 Reimbursement of Right of Way Acquisition
19-25 Reimbursement of Right of Way Acquisition

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-26
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM
FOR THE FOURTH STREET GARAGE

WHEREAS, on October 15, 2018, the City of Bloomington (“City”) brought the Redevelopment Commission of the City of Bloomington (“RDC”) a Project Review and Approval Form (“Form”) in Resolution 18-67, which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and

WHEREAS, the RDC approved amended versions of the Form in Resolutions 18-76 and 18-81, which added particular sustainable design and features that were contemplated as part of the Project; and

WHEREAS, the City of Bloomington Common Council (“Council”) voted to move forward with bonding for the Trades District Garage in Council Resolution 18-25, which the RDC certified in its own Resolution 19-06; and

WHEREAS, the Council has decided to reconsider approval of the RDC’s bond for replacement of the 4th Street Garage; and

WHEREAS, the City has brought the RDC a new Project Review and Approval Form (“Form”), attached to this Resolution as Exhibit A, which reflects the scope of the Fourth Street Garage Project;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in more detail in the attached Form.
2. The RDC reaffirms that the Project has a valid public purpose, and approves the Project.
3. The expenditure of funds is not approved by this Resolution. Any previous approval of funding relating to this Project is unaffected by this Resolution. Additional funding that is necessitated by the Form will be approved separately.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street Parking Garage

Project Manager(s): Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- A structure that allows for part or most of the garage to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the reliance on coal-powered energy for power and the electric vehicle charging stations;
- Bicycle parking;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor,
- At least one public restroom; and
- The design should also explore the options of public art and architecturally significant design that would enhance the space of downtown Bloomington.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **December 2020**

Financial Information:

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

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 Design Contract	\$	Spring 2019 – 2020
2 Construction Manager Contract	\$	Spring 2019 – 2020
3 Demolition of Old Fourth Street Garage	\$750,000	Spring 2019
3 Construction	\$	Summer 2019 - 2020
4 Public Art	\$	TBD
5 Contingency	\$	

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
 19-26 – Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**19-27
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM TO AGREEMENT FOR CONSULTING
SERVICES WITH ANDERSON + BOHLANDER, LLC**

WHEREAS, in Resolution 15-60, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review and Approval Form (“Form”) to improve the infrastructure in The Trades District “based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans” (“Project”); and

WHEREAS, in Resolution 16-34, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) to design the Project (“2016 Agreement”); and

WHEREAS, the 2016 Agreement provided that additional services not specified in the 2016 Agreement must be authorized in writing by the City; and

WHEREAS, the City and Anderson + Bohlander believe it is in the best interest of the Project to add certain services to the 2016 Agreement; and

WHEREAS, Staff has negotiated an Addendum to the 2016 Agreement (“Addendum”), which is attached to this Resolution; and

WHEREAS, pursuant to the terms of the Addendum, Anderson + Bohlander will provide the City with the services set forth in Exhibit 1 to the Addendum for an amount not to exceed \$16,700 (“Additional Services”); and

WHEREAS, there are sufficient TIF funds to pay for the Additional Services;

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

1. The RDC finds the Additional Services are an appropriate use of the TIF, and finds that the Additional Services serves the public’s best interests.
2. In addition to its prior funding authorizations in Resolutions 16-34 and 17-22, the RDC approves the payment of an amount not to exceed \$16,700 from the TIF funds for the Additional Services. This funding authorization shall begin the date of execution of the Addendum to Agreement for Consulting Services (“Addendum”), and conclude August 31, 2019, unless extended by the RDC.

3. The RDC hereby authorizes Donald Griffin to sign the Addendum with Anderson + Bohlander on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**FOURTH ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES WITH
ANDERSON + BOHLANDER, LLC**

This Addendum supplements the Agreement for Consulting Services with Anderson + Bohlander, LLC (“Agreement”) for the Trades District Site and Infrastructure Improvements Project in the Certified Technology Park as follows:

1. Scope of Services: Article 5 of the Agreement between the City of Bloomington (“City”) and Anderson + Bohlander, LLC (“Anderson + Bohlander”) states: “Additional services not set forth in Exhibit A . . . must be authorized in writing by the City. . .” The City and Anderson + Bohlander believe it is in the best interest of the project to add certain services to the Scope of Services specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit 1, which is attached to this Addendum and incorporated herein.
2. Compensation: The City shall pay Anderson + Bohlander an amount not to exceed \$16,700 for the Additional Services.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

Philippa Guthrie, Corporation Counsel

Date

ANDERSON + BOHLANDER, LLC

Joshua D. Anderson, Managing Principal

Jon Bohlander, Manager

03.05.19
Date

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

EXHIBIT 1



TO: Alex Crowley
City of Bloomington - Dept. of Economic and Sustainable Development
401 N Morton St, Suite 150
Bloomington, IN 47404

FROM: Jon Bohlander
Anderson + Bohlander, LLC

DATE: February 25, 2019

RE: **TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS PROJECT
SUMMARY OF REQUEST FOR ADDITIONAL SERVICES #4**

TASK A: CONSTRUCTION PHASE SERVICES - Anderson + Bohlander, LLC

- 1. Anderson + Bohlander, LLC is currently billed at 96% of the existing Construction Phase Services portion of the Trades District Site & Infrastructure Improvements project. Anderson + Bohlander, LLC is requesting 24 hours of additional services be included with this contract request to complete the following:
 - a. Coordinate with Civil Engineer to issue additional plans for alley rebuild
 - b. Finalize construction observation efforts
 - c. Finalize contract closeout efforts for Substantial and Final Completion
 - d. **TASK A FEE REQUEST: \$3,000.00 (24 hours @ \$125/hr)**

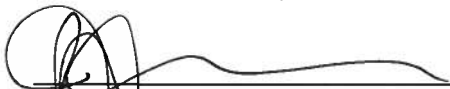
TASK B: CONSTRUCTION DOCUMENTATION FOR ALLEY REBUILD – Bledsoe Riggert Cooper James

- 1. At the request of the City, the Design Team has included a request for additional scope and fee for the completion of civil engineering contract documents for the removal and reconstruction of the existing alley between 10th and 11th Street.
 - a. The attached scope and fee provided by Bledsoe Riggert Cooper James would be provided on a Lump-sum basis.
 - b. **TASK B FEE REQUEST: \$13,700.00**

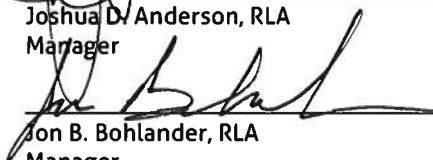
ADDITIONAL SERVICES #4 - TOTAL FEE REQUEST: \$16,700.00

Anderson + Bohlander, LLC

City of Bloomington



Joshua D. Anderson, RLA
Manager



Jon B. Bohlander, RLA
Manager

Signature

Printed: _____

Title: _____

Date: _____

Date: **2.25.19**

February 13,2019

Jon Bohlander, PLA
Anderson + Bohlander, LLC
1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204

via email jon@andersonbohlander.com

RE: City of Bloomington Trades District Alley Rebuild
Proposal for Land Surveying and Civil Engineering Services

Dear Jon:

We are pleased to submit this proposal for land surveying and civil engineering services to assist Anderson + Bohlander with the City of Bloomington Trades District Alley Rebuild Project. Our proposal is in response to your request and communications to date. It is our understanding that the plans and specifications we develop in collaboration with you will be issued to Milestone Contractors for pricing with work to be performed under a change order to their current Trades District contract.

Our basic scope of services will address the following:

- Perform an initial site reconnaissance to study the existing conditions.
- Perform a topographic survey of the alley and prepare a base drawing for design.
- Review related design documents associated with the existing Trades District site improvements.
- Work with A+B to prepare a set of plans and specifications for the alley rebuild.
- Participate in a limited number of team and owner review meetings.
- Assist during the pricing and construction administration phases to address work related to our scope.

LAND SURVEYING SERVICES

A. TOPOGRAPHIC SURVEY

We will perform a limited topographic survey of the alley from 10th Street to 11th Street to document the existing conditions and prepare a base drawing for design. We will request utility locates through Indiana811 and include the results on the survey.

CIVIL ENGINEERING SERVICES

A. CONSTRUCTION DOCUMENT PHASE

We will develop the following civil engineering related Construction Documents:

1. Existing Site Condition Plan
2. Selective Site Demolition Plan
3. Site Layout Plan
4. Site Grading and Drainage Plan
5. Alley and Storm Profile

EXHIBIT 1

- 6. Site Details
- 7. Technical Specification Sections for related civil engineering work

Services will include plots of all our Construction Documents as well as a complete set of electronic files.

B. PRICING PHASE

During the Pricing Phase we will address questions for Milestone Contractors and will assist in the review of their proposal.

C. CONSTRUCTION PHASE SERVICES

Our services during the Construction Phase consist of the following:

- 1. Review of shop drawings and submittals required by the plans and technical specifications for items designed by us. Such review will be for general conformance with the design concept of the project and general compliance with the information given in the Construction Documents.
- 2. Provide occasional observation of construction work for items designed by us to verify that construction is complying in general with plans and specifications. Our responsibility will not include inspection of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the contractor's work. We have assumed three (3) visits with progress meetings and preparation of field observation reports including a final punch list inspection for items we designed for each project.
- 3. Answering contractor questions and issuance of clarifications.

D. PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services and associated fees:

- 1. Land Surveying - \$1,000.00
- 2. Civil engineering - \$12,700.00

The fees indicated for this proposal are lump sum. Billings will be made monthly, 30 days net, in proportion to the percentage of our work complete. Attached, for your information, please find a copy of our fee schedule.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with the Anderson + Bohlander and the City of Bloomington. We ask that if this proposal is acceptable, please sign and return a copy to our office as notice to proceed. If you have any question or concerns regarding our proposal, please contact me.

Sincerely,



William S. Riggert, PE
Principal Engineer | President

Attachment: Fee Schedule

Accepted By:

Signature Date

Printed Name Title

FEE SCHEDULE
(Effective July 1, 2018)**HOURLY RATES**

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00