

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
October 17, 2016
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – Memorandum of Executive Session for October 3, 2016 and October 3, 2016 minutes
- III. EXAMINATION OF CLAIMS** –October 7, 2016 for \$148,928.90
- IV. EXAMINATION OF PAYROLL REGISTERS** –September 30, for \$27,996.82
- 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 16-56: Approval of Funding for Installation of Fiber Conduit in the Vernal Pike Bridge
 - B. Resolution 16-61: Approval of Project Review and Approval Form regarding the Acquisition of 717 West Howe Street
 - C. Resolution 16-62: Approval of Funding for Allison Jukebox Rehabilitation
 - D. Resolution 16-63: Approval of Funding for Building Trades Park Rehabilitation
 - E. Resolution 16-64: Approval of Funding for Assisted Listening Devices at the Buskirk-Chumley Theater
 - F. Resolution 16-65: Approval of Revised Funding Agreement Between the Redevelopment Commission & New Hope for 2016 CDBG Funding
- VII. BUSINESS/GENERAL DISCUSSION**
 - A. Public Speaking Guidelines
- 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.

October 03, 2016

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana met on October 3, 2016 at 4:00 p.m. in the Showers City Hall, Law Library, Suite 220, 401 North Morton Street.

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

Commissioners Absent: Jennie Vaughan, Katie Birge, and Kelly Smith

Staff Present: Doris Sims, Director

Others Present: Thomas Cameron, Assistant City Attorney; Dave Williams, Parks and Recreation Operations and Development Director

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 4:45 p.m.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 3, 2016 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: Don Griffin, Katie Birge, Sue Sgambelluri, David Walter and Kelly Smith

Commissioners Absent: Jennie Vaughan

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Alex Crowley, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Anahit Behjou, Assistant City Attorney; Andrew Cibor, Transportation & Traffic Engineer for Planning & Transportation; Megan Banta, Herald-Times; Lynn Coyne, BEDC

- II. READING OF THE MINUTES** – Katie Birge made a motion to approve the August 23, 2016 Memorandum for Executive Session and the September 19, 2016 minutes. David Walter seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Sue Sgambelluri made a motion to approve the claims register for September 23, 2016 for \$118,404.64. Katie Birge seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter made a motion to approve the payroll register for September 16, 2016 for \$28,270.70. Katie Birge seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Doris Sims was available to answer questions.
 - B.** Legal Report. The Redevelopment Commission purchased Triple C Property as part of the Switchyard Park Development. The Redevelopment Commission is holding a retainage until the remaining trailers are removed from the property. Thomas Cameron reported receiving a letter from the attorney for Triple C Property, stating all equipment has been removed and requested to have the retainage released.
 - C.** Treasurer's Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update Report. Lynn Coyne reported the RFP for architectural services for the Dimension Mill went out today (October 3, 2016). It was sent to several architects including a list from David Walter. The RFP will be posted on the BEDC and City website. Katie Birge asked to have a copy of the RFP sent to all of the Commissioners. Cameron stated he will send a copy to the Commissioners.

Andrew Cibor, Planning and Transportation gave an update on the 10th Street infrastructure project. Cibor reported they are in the early stages of the project. He stated three critical path type items have been identified and need to be worked through. First,

we need to address some of the old easements within The Trades District property and start to re-plat or subdivide. Second, we need to actively pursue and coordinate with Solution Tree regarding the Solution Tree parking lot just north of 10th Street. Some preliminary discussions have occurred. The third critical path type item is strategizing storm water detention.

Katie Birge asked when the local tech community will have an opportunity for feedback. Alex Crowley stated there will be formal and informal input. Crowley has not forecasted a formal open session but is happy to do so if the Commission feels it will be helpful. Walter stated it should be done in a formal public setting.

- E. 17th Street Sidewalk Project Update.** Andrew Cibor reported at a previous Redevelopment Commission meeting that a water main burst during construction on the 17th Street Sidewalk project and the contractor had to stop working. Since that time, Cibor has met with the Contractor, CBU, and City Legal and the contractor is back to work. There is a plan to move forward to build the project. Cibor anticipates some change orders.

VI. NEW BUSINESS

- A. Resolution 16-58: Approval of Addendum to Contract with Aztec Engineering Group.** In Resolution 16-30, the RDC approved funding a contract for Engineering Services with AZTEC Engineering Group. This was for engineering drawings for fiber conduit in the three bridges that cross what will be I-69. The engineering drawings have been completed. However, the estimates associated with the 2nd and 3rd Street bridges seemed high in terms of what it would cost to install the fiber conduit in those bridges. Staff decided to make sure all options have been covered. One option is a directional boring of the fiber under the road instead of putting it in the bridge. The additional requested funding in this resolution would be used to complete new engineering drawing in order to look at both options. Staff will come back to the commission with a plan to approach the installation challenges at the 2nd and 3rd Street bridges.

Sue Sgambelluri made a motion to approve Resolution 16-58. Katie Birge seconded the motion. The board unanimously approved.

- B. Resolution 16-59: Approval of Amendment to Resolution 15-81 to Pay Invoice from TitlePlus.** Thomas Cameron stated last year as part of the Trades District planning and development, additional survey work was completed and 100 year easement searches for the middle parcels. Resolution 15-81 had an expiration date of April 1, 2016. The survey work was paid for. However, TitlePlus did not submit their invoice until September 2016. Payment cannot be issued from Resolution 15-81 because it has expired. The request is to amend the expiration date to November 3, 2016 in order to pay the invoice.

David Walter made a motion to approve Resolution 16-59. Sue Sgambelluri seconded the motion. The board unanimously agreed.

- C. Resolution 16-60: Approval of Appraisals for South Walnut Street.** The Redevelopment Commission previously approved Resolution 16-54, exploring the acquisition of other property along South Walnut Street in the immediate vicinity of Switchyard Park. Thomas Cameron stated in order to purchase property the RDC is required to obtain two independent appraisals. This resolution would obtain those two independent appraisals and award contracts to Monroe/Owen Appraisal and First Appraisal Group.

David Walter made a motion to approve Resolution 16-60. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

- A. Disposition of Property at 714 N. Rogers Street. Doris Sims stated 714 N. Rogers is a vacant lot that the Redevelopment Commission owns. Sims passed around a map showing the exact location. Morena Realty, which is a primary share holder of Upland Brewery, is interested in acquiring the vacant lot. The process for real estate owned by the commission is to get two appraisals and use the average of the two. The lot is .09 of an acre. Sims will get more information regarding right-of-way documents and bring the request back to the commission.

- B. Public Speaking Guidelines. Thomas Cameron stated there was a desire from some of the commissioners to have a process in place outlining public speaking guidelines. Thomas Cameron and Doris Sims worked together and tried to incorporate suggestions from the last meeting into the draft guidelines. Cameron briefly outlined the guidelines which were included in the commission packet. The commission expressed their concerns and suggestions. Cameron will incorporate those suggestions into the next draft.

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

16-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR CONTRACT WITH THE HOOSIER COMPANY, INC. FOR
THE INSTALLATION OF FIBER CONDUIT IN THE VERNAL PIKE BRIDGE**

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and

WHEREAS, on June 20, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to install fiber conduit in three bridges that cross what will be I-69: (1) the bridge at Vernal Pike, (2) the bridge at State Road 45 / 2nd Street, and (3) the bridge at State Road 48 / 3rd Street (the “Project”); and

WHEREAS, the Project will serve the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 16-28; and

WHEREAS, Step 2 of the Project was identified as Construction; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified the response from The Hoosier Company, Inc. (“The Hoosier Company”) to install fiber conduit in the bridge at Vernal Pike for an amount not to exceed Thirty Seven Thousand Seven Hundred Sixty Four Dollars (\$37,764) as the best response; and

WHEREAS, Staff has negotiated an agreement with The Hoosier Company, which is attached to this Resolution as Exhibit 1; and

WHEREAS, Resolution 16-28 identified the Consolidated TIF as the source of funds for the Project; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the additional services; and

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

1. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because it will serve the Consolidated TIF by paving the way for expanded access to high speed, affordable internet, and finds that the installation of fiber conduit in the Vernal Pike bridge serves the public's best interests.
2. The RDC hereby approves payment of an amount not to exceed Thirty Seven Thousand Seven Hundred and Sixty Four Dollars (\$37,764) from the Consolidated TIF (Fund 439-15-159001-53990) to The Hoosier Company, to be payable in accordance with the terms of Exhibit 1. For the avoidance of doubt, the terms of Exhibit 1 do not remove the requirement to comply with the City and the RDC's claims process.
3. The funding authorizations contained in this Resolution shall terminate on May 1, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

PROJECT NAME: Installation of Conduits and Hand Holes Across Bridge Deck of New Vernal Pike Overpass Over I-69

AGREEMENT FOR INSTALLATION OF CONDUITS AND HAND HOLES

This Agreement, entered into on this 20th day of September, 2016, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and The Hoosier Company, Inc. (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by installing conduits and hand holes across the bridge deck of the new Vernal Pike overpass over I69; and

WHEREAS, the Board requires the services of a contractor in order to install the conduits and hand holes across the bridge deck of the new Vernal Pike overpass over I69, which shall be hereinafter referred to as "the Services," and

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

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

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

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. This work will be performed in accordance with the engineering design, attached as Exhibit D.

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City official designated by the Board as the Board's representative in Article 3.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The Director of the City's Information and Technology Services Department shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Director shall not unreasonably withhold his approval as to the adequacy of such performance.

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

A. Representative

The Board hereby designates Rick Dietz, Director of the Information and Technology Services Department ("Dietz") to serve as the Board's representative for the project. Dietz shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

B. Decisions

The Board, through its representative, shall provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Contractor will be paid a flat fee of \$37,764.00 (thirty seven thousand, seven hundred and sixty four dollars). A copy of The Hoosier Company's bid price document is attached as Exhibit E.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the fee set forth in this Article must be authorized in writing by the Board or the Board's designated representative prior to such work being performed or expenses incurred. The Board shall not make payment for any unauthorized work or expenses.

1. Timing and Format for Billing:

Contractor shall submit an invoice or invoices for services. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

2. Billing Records:

Contractor 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. Schedule: Contractor shall perform the Services set forth in Exhibit A as soon as reasonably practicable following the complete execution of this Agreement by all parties.

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.

Article 7. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board. Contractor 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 the Contractor.

Article 8. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 9. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 10. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

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

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

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

Article 11. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 12. 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 13. 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 14. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 17. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 18. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Attn: Rick Dietz
401 N. Morton Street
Bloomington, IN 47404

Contractor

Hoosier Company
Attn: Paul M. Nitiss
P O Box 681064
Indianapolis, IN 46268

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

Article 19. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 20. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. 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 21. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 22. Verification of New Employees' Immigration Status. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached hereto as Exhibit B and incorporated herein by reference, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ

an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30-day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until the Board procures a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

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

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

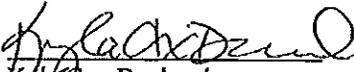
Owner

Contractor

City of Bloomington
Board of Public Works

The Hoosier Company, Inc.

By:

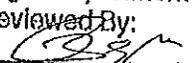

Kyle Cox Deckard,
President


PROTECT MANAGER

By:




John Hamilton,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 9/20/16

CITY OF BLOOMINGTON
Controller

Reviewed by: 

DATE: 9-20-16

FUND/ACCT: 479 822

EXHIBIT A

SCOPE OF WORK

Scope of Services includes:

- Installing two-inch galvanized steel conduit in I-69 Vernal Pike bridge overpass according to the engineering design, attached as Exhibit D.
- Install three INDOT fiber optic hand holes according to the engineering design, attached as Exhibit D.

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

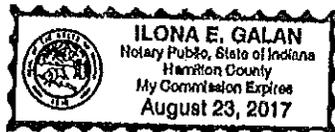
1. The undersigned is the Controller of The Hoosier Company, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

James E Nordhoff
Signature

James E Nordhoff, Controller
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)
~~MONROE~~

Before me, a Notary Public in and for said County and State, personally appeared James E Nordhoff and acknowledged the execution of the foregoing this 19th day of September 19th, 2016.



Ilona E Galan
Notary Public
Ilona E. Galan
Printed name

My Commission Expires: 8/23/2017
County of Residence: Hamilton

EXHIBIT C

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Marion) SS:
COUNTY OF ~~MONROE~~)

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 an 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.

Dates this 19th day of September, 2016.

The Hoosier Company, Inc.
Name of organization

By: *J E Nordhoff*

James E Nordhoff, Controller
(Name and Title of Person Signing)

STATE OF INDIANA)
MONROE) SS:
COUNTY OF ~~MONROE~~)

Subscribed and sworn to before me this 19th day of September, 2016.

My Commission Expires
August 23, 2017



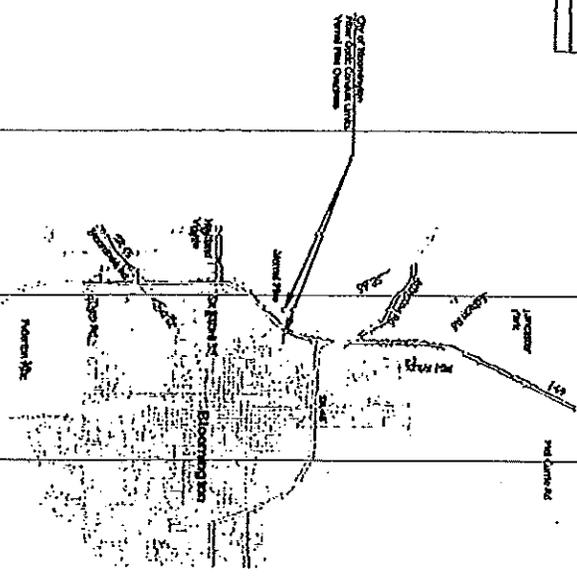
Ilona E. Galan
Notary Public Signature

Resident of Hamilton County

Ilona E. Galan
Printed Name

CITY OF BLOOMINGTON FIBER OPTIC CONDUIT PLANS VERNAL PIKE OVERPASS

Drawing Index	
Sheet No.	Description
1	Overall Project
2	Vertical Profile
3	Plan View
4	Structural Details
5	Electrical Details
6	Construction Details
7	Notes
8	Specifications
9	Material Schedule
10	Quantity Schedule
11	Cost Estimate
12	Contract Documents



AZTEC
ARCHITECTS
LLP



City of Bloomington
Public Works Department
1000 North Main Street
Bloomington, TN 37604
Phone: (615) 863-1234
Fax: (615) 863-1235
www.bloomington.gov

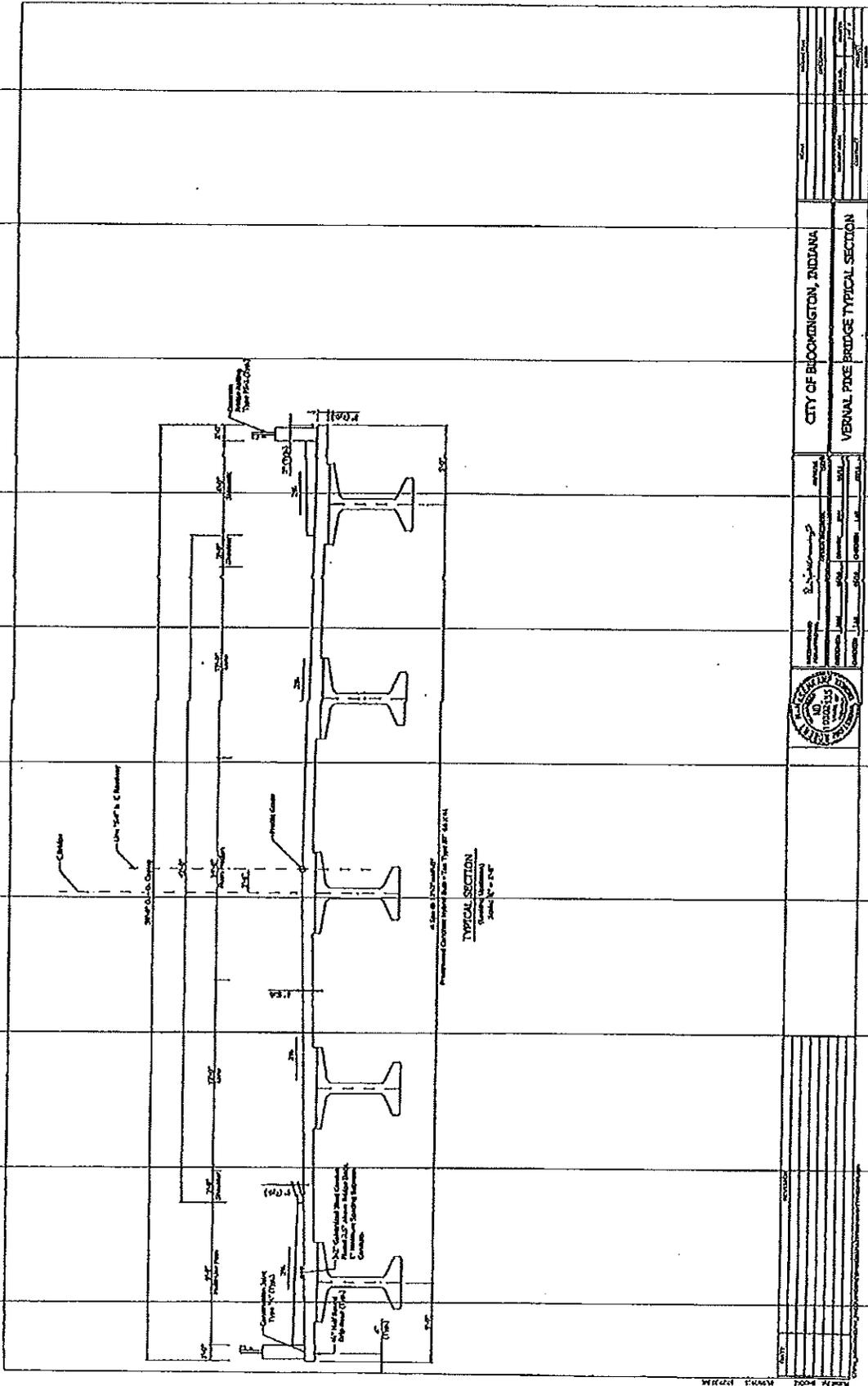


PROJECT LOCATION SHOWN BY —

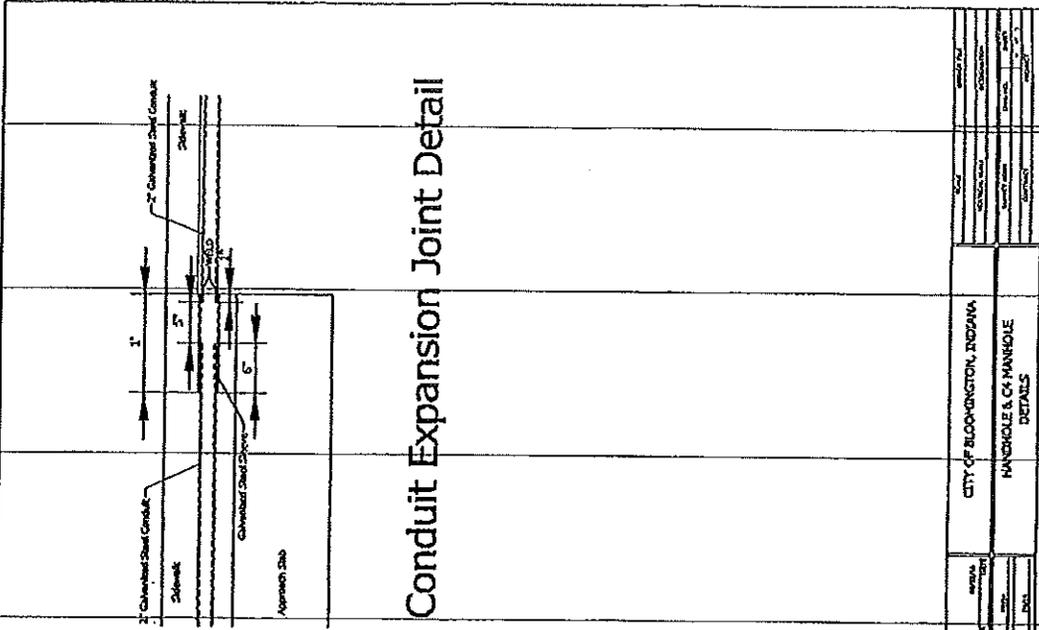
LATITUDE: _____
LONGITUDE: _____

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RAILROAD UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DITCH UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRENCH UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PIPE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CULVERT UNLESS OTHERWISE NOTED.

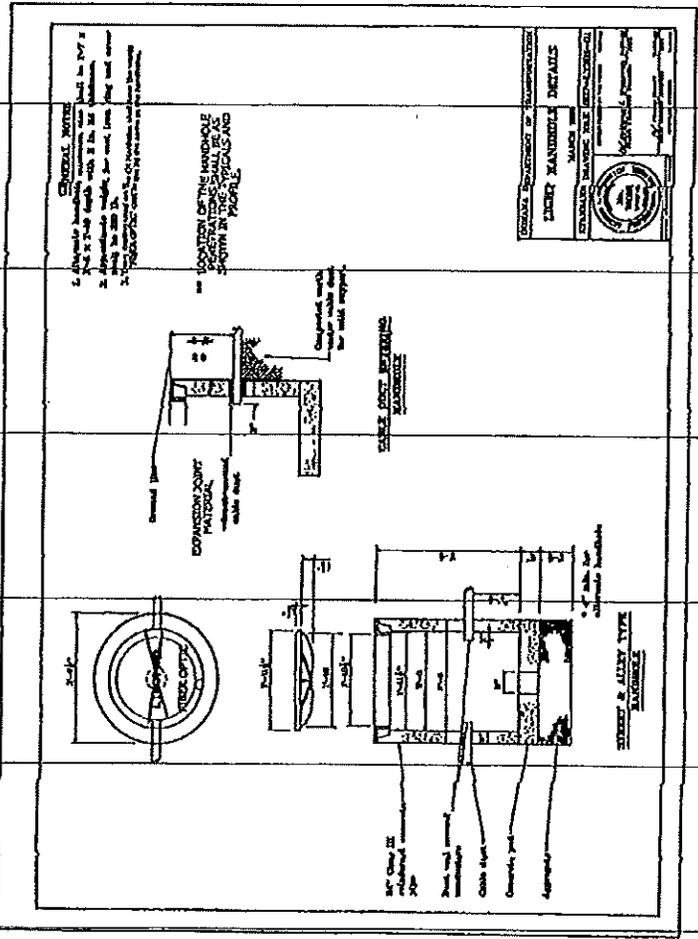
EXHIBIT B



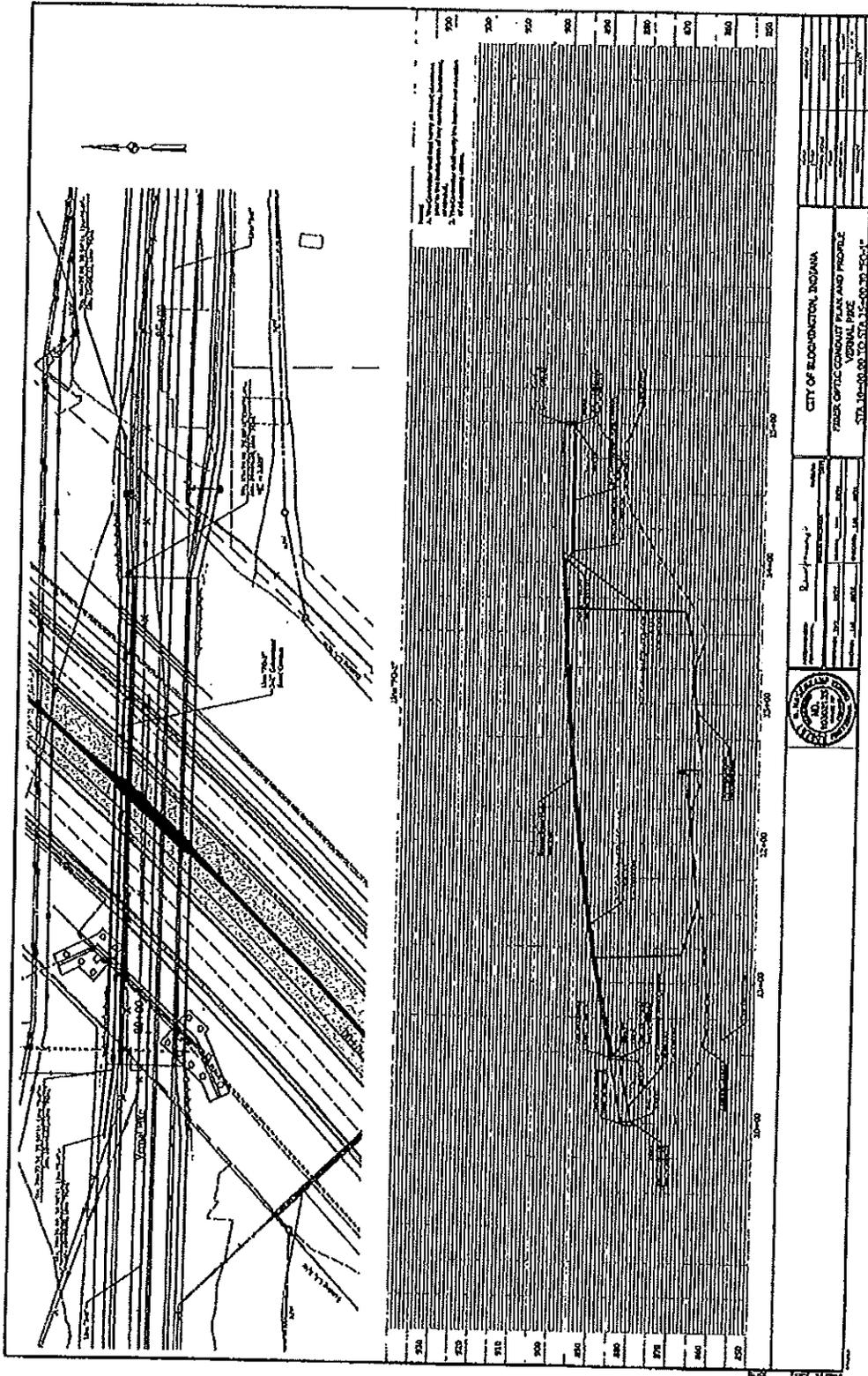
DATE: 10/1/16



Conduit Expansion Joint Detail



CITY OF BLOOMINGTON, INDIANA	
HANDHOLE & CONDUIT DETAILS	
PROJECT NO.	12345
DATE	12/31/2024
DESIGNED BY	J. Smith
CHECKED BY	M. Jones
APPROVED BY	[Signature]



<p>CITY OF BLOOMINGTON, INDIANA</p> <p>TRADE OFFICIAL CONSULT FEE AND PROPOSED NORMAL FEE</p> <p>STD. 100-00.00 TO STD. 125-00.00 STD. 1"</p>	
<p>Project No. _____</p> <p>Sheet No. _____</p> <p>Date _____</p>	<p>City Engineer _____</p> <p>City Clerk _____</p> <p>City Auditor _____</p>



EXHIBIT E



THE HOOSIER COMPANY, INC.

P.O. Box 681064 Indianapolis, IN 46268 www.hoosierco.com

To: City Of Bloomington	Contact:
Address: Bloomington, IN	Phone:
	Fax:
Project Name: VERNAL PIKE FIBER OPTIC CONDUIT	Bid Number:
Project Location:	Bid Date: 8/16/2016

Line#	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	2" GALVANIZED STEEL CONDUIT INSTALLED IN BRIDGE	1,500.000	LF	\$22.80	\$34,200.00
002	INDOT FIBER OPTIC HANDHOLES	3.000	EACH	\$1,188.00	\$3,564.00
				Total Bid Price:	\$37,764.00

Notes: * Construction Engineering By Others

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: The Hoosier Company</p> <p>Authorized Signature: _____</p> <p>Estimator: Paul M Ntiss 317-872-8125 pntiss@hoosierco.com</p>
---	---



CERTIFICATE OF LIABILITY INSURANCE

HOOSCOM-01 T1LMYERS

DATE (MM/DD/YYYY)
9/19/2016

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 AssuredPartners of Indiana, LLC 10401 N. Meridian Street, Suite #300 Indianapolis, IN 46290	CONTACT NAME: Cliff Buchman	
	PHONE (A/C, No, Ext): (317) 595-7341 FAX (A/C, No): (317) 844-9910 E-MAIL ADDRESS: cbuchman@tobias.com	
INSURED The Hoosier Company, Inc. P.O. Box 681064 Indianapolis, IN 46268	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Standard Fire Insurance Company	19070
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR VVYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	DTCO7G212613PHX16	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	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	X	X	DT8107G212613TIL16	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			DTCUP7G212613IND16	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DTCUB7G21261316	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CITY OF BLOOMINGTON, THE BOARD, AND THE OFFICERS, EMPLOYEES AND AGENTS OF EACH AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON A PRIMARY BASIS FOR GENERAL LIABILITY AND AUTO LIABILITY; WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE A FORENAMED ADDITIONAL INSURED FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES; BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER The City of Bloomington 401 N MORTON STREET Bloomington, IN 47402	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



RIGHT OF WAY PERMIT

State Form 41769 (R5 / 3-00)

Approved by State Board of Accounts, 2000

Approved by Auditor of State, 2000

STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

Type of Permit:		
<input checked="" type="checkbox"/> Excavation <input type="checkbox"/> Pole Line <input type="checkbox"/> Railroad <input type="checkbox"/> Miscellaneous		
District	Subdistrict	Telephone number
Seymour		
Project locations:		Reference pt. number
New Vernal Pike overpass over Interstate 69.		119.60
Project description:		
Installation of communication conduits and hand-holes across the bridge deck.		
Project purpose:		
Conduits will be owned and operated by the City of Bloomington and integrated into its expanding telecommunications plant.		
Bond required:	If Yes, Penal Sum	Bond number
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$	
PERMIT FEE: (Make check or bank draft payable to "Indiana Department of Transportation") \$ 55		
SPECIAL PROVISIONS: See attached additional special provisions.		
<small>THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITIONS, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS, OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED BY OR IMPOSED ON THE STATE IN CONNECTION HEREWITH IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.</small>		
Signature of permit applicant	Printed name of permit applicant	
	Roy Aten	
Name of company organization	Telephone number	
City of Bloomington, ITS	(812) 349-3691	
Address (number and street, city, state, ZIP code)		
401 N Morton St Suite #130 Bloomington, IN 47404		
Inspector		
Sean Gray		
District Regulatory Supervisor		
Devlin Maynard		
District Director		
Tony McClellan		

Application number
T0000100297

Road number
PR 69

County number
Montroe

Expiration date
08/12/2017

Issue date
08/12/2016

Permit number
E16SCR0045

Approved INDOT Permit Number E16SCR0045



RIGHT OF WAY PERMIT

STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

ADDITIONAL SPECIAL PROVISIONS

Title VI Assurances

The permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall, have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, then hold the same as if said permit had never been made or issued.

Additional NOTE:

Please follow the minimum depth requirements, especially under ditch lines and pavement as stated and agreed upon in the contents of this permit.

All traffic control devices and procedures must be applied to your work zone as it is instructed in this permit. Additional traffic control may be required at any time by an employee of Indot or an Indot Regulatory Investigator. Additional traffic control information is available on line at www.in.gov/indot select permits then select manuals / Indot traffic control manual.

Application number
T0000100297

Road number
PR 69

County number
Montroe

Expiration date
08/12/2017

Issue date
08/12/2016

Permit number
E16SCR0045

Approved INDOT Permit Number E16SCR0045

**16-61
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING THE
ACQUISITION OF 717 W. HOWE STREET**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to acquire 717 W. Howe Street, and incorporate that property into Building Trades Park (“Project”); and

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

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Property Acquisition and Site Demolition at 717 W. Howe Street

Project Manager: Dave Williams / Parks

Project Description:

This project would investigate and attempt to acquire 717 W. Howe Street, a residential property with detached garage and carport (0.190 acres). This property is shown on the map on page 3 of this Project Review and Approval Form. It is located at the northwest corner of Building Trades Park.

The property is not currently occupied. Parks sought, and received, approval from the Historic Preservation Commission to demolish the building. Parks' intent is to return the property to greenspace and trees, resulting in its incorporation into Building Trades Park.

Project Timeline: Start Date: October 2016

End Date: March 2017

Financial Information:

Estimated full cost of project:	\$180,000
Sources of funds:	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 Appraisals	\$1,500	Oct. / Nov. 2016
2 Environmental Due Diligence	\$3,000	Oct. / Nov. 2016
3 Other Due Diligence (Title Search, etc.)	\$500	Oct. / Nov. 2016
4 Property Acquisition	\$145,000	December 2016
5 Site Demolition and Restoration	\$30,000	January 2017 – March 2017

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



By: wlliamd
27 Sep 16

100 0 100 200 300

For reference only, map information NOT warranted.

City of Bloomington
Parks & Recreation



N

Scale: 1" = 100'

16-62
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR UPGRADES TO THE ALLISON-JUKEBOX COMMUNITY CENTER

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, Parks Capital Improvements; and

WHEREAS, on September 2, 2015, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC to upgrade the Allison-Jukebox Community Center (“Project”); and

WHEREAS, the Allison-Jukebox Community Center is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-64; and

WHEREAS, the Form identified Phase 3 of the Project was identified as “Construction”; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified the bid from SCS Construction Services, Inc. to do the Construction for an amount not to exceed One Hundred Three Thousand Six Hundred and Four Dollars (\$103,604) as the best response; and

WHEREAS, Staff has negotiated an agreement with SCS Construction Services, Inc., which is attached to this Resolution as Exhibit A; and

WHEREAS, Resolution 15-64 identified the Bond as the source of funds for the Project; and

WHEREAS, the RDC has available funds in the Bond to pay for the upgrades; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Form”) that updates the cost estimate and the timeline for 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 RDC reiterates that the Project is an appropriate use of the Bond and that the Project serves the public’s best interest, and reaffirms its support of the upgrades to the Allison-Jukebox as set forth in the Amended Form.
2. The RDC hereby approves payment of an amount not to exceed One Hundred Three Thousand Six Hundred Four Dollars (\$103,604) from the TIF Bond to SCS Construction

Services, Inc., to be payable in accordance with the terms of 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 process.

3. The RDC recognizes that change orders which increase the cost of the Project ("Change Orders") may occur as a part of the Construction of the Project. The RDC hereby authorizes the Director of Parks and Recreation to approve Change Orders that (1) do not change the scope of the project and (2) which collectively do not exceed \$1,000. Any Change Order in excess of this authorization, or which can be approved by the RDC without delaying construction, must be approved by the RDC in advance. Any Change Order approved by the Director of Parks and Recreation must also be approved by the Controller and the Corporation Counsel prior to their implementation. All Change Orders that are approved by the Director of Parks and Recreation shall be reported to the RDC at its next scheduled meeting. For the avoidance of doubt, the approval of a Change Order by the Director of Parks and Recreation does not remove the requirement to comply with the City and the RDC's claims process.
4. The funding authorizations contained in this Resolution shall terminate on May 31, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCS CONSTRUCTION SERVICES, INC.
FOR
RESTROOM FACILITY REHABILITATION
ALLISON JUKEBOX COMMUNITY CENTER**

THIS AGREEMENT, executed by and between the City of Bloomington, Parks and Recreation Department through its Board of Park Commissioners (hereinafter CITY), and SCS Construction Services Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK, more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her proposal; and

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

WHEREAS, CONTRACTOR, based upon his/ her proposal, was determined to be the most advantageous to the City for the said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement in 120 days after receipt of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3.COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR, within forty five (45) days of receiving approved claims, in a lump sum not to exceed One Hundred Three Thousand Six Hundred Four Dollars and zero cents (\$103,604.00). Attachment F, "Project Bid Tabulation" is attached hereto and incorporated into this Agreement.

CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

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

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Attachment E, Escrow Agreement, is attached hereto and incorporated into this Agreement.

Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is substantially complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released

from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under

this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City Superintendent of Operations or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had

been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.

9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR’S submittals.
13. The Performance and Payment Bonds
14. The Escrow Agreement
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

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

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident

	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal

Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state

or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq . or its right to

do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Scott W. Kennell
Attn: Dave Williams, Operations Director	President, SCS Construction Services, Inc.
401 N. Morton, Suite 250	156 South Park Boulevard
Bloomington, Indiana 47404	Greenwood, IN 46143

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

CONTRACTOR and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the CONTRACTOR or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the CONTRACTOR or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the CONTRACTOR or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the CONTRACTOR or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption

that the CONTRACTOR or its subcontractor did not knowingly employ an unauthorized alien. If the CONTRACTOR or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the CONTRACTOR or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

CONTRACTOR is required to certify that it has not, nor has any other member, representative, or agent of CONTRACTOR, 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. CONTRACTOR shall sign an affidavit, attached hereto as Attachment D, affirming that CONTRACTOR has not engaged in any collusive conduct. Attachment D is attached hereto and incorporated by reference as though fully set forth.

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

DATE: _____

City of Bloomington

CONTRACTOR

Leslie J. Coyne, President, Board of Park
Commissioners

Contractor Representative

Paula McDevitt, Acting Director, Parks &
Recreation Department

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

Restroom Facility Rehabilitation
Allison-Jukebox Community Center

The project shall include, but is not limited to, selective demolition, glassblock installation, electrical service upgrades, plumbing upgrades and fixture replacement, installation of new restroom lighting, fixtures and finishes, doors and hardware, signage, ceiling tile replacement, floor covering replacement, and related improvements. The project location is 351 S. Washington St., Bloomington, Indiana.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

ATTACHMENT C

“E-Verify AFFIDAVIT”

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Printed Name of Notary Public

Notary Public’s Signature

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

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 _____, 2016.

SCS Construction Services Inc.

By: _____

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 _____, 20____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Attachment E
ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of Bloomington Board of Park Commissioners (the “Owner”), and SCS Construction Services Inc., (the “Contractor”), and First Financial Bank (the “Escrow Agent”).

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the ____ day of _____, 2016, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a “Money Market” account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be

released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent’s services. No escrow income shall be paid to the Contractor until the Escrow Agent’s fee, if any, has been paid in full.

In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner’s Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in “B”, above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The “Commercial Quick Draw” account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:
City of Bloomington

ESCROW AGENT:
First Financial Bank

Leslie J. Coyne, President, Board of Park
Commissioners

Name: _____

Title: _____

CONTRACTOR:
By: _____

Name: _____

Title: _____

Tax I.D. Number: _____

Restroom Facility Rehabilitation - Allison Jukebox Center and Building Trades Park

Project:

Project Number:

Bid Date: October 4, 2016

2pm

				Alternate #1	Unit Price	Unit Price			
Contractor	Base Bid Total	BASE BID LUMP SUM Allison-Jukebox Center	BASE BID LUMP SUM Building Trades Park	Roof Building Trades Park Restroom	4x8x3/4" exterior grade plywood per sheet. Building Trades Park Restroom	Limestone masonry tuck-pointing per LF Building Trades Park Restroom	Affirmative Action Plan Requirements	Bid Bond	Financial Statement
SCS CONSTRUCTION SERVICES INC.	\$165,200	\$103,604	\$61,596	\$6,665	\$80	\$11	✓	✓	✓
NEIDIGH CONSTRUCTION CORP.	\$280,500	\$180,000	\$100,500	\$8,388	\$96	\$23.20	✓	✓	✓
	\$								
	\$								

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: Upgrades to the Allison-Jukebox Community Center

Project Manager: Dave Williams

Project Description:

The Allison-Jukebox Community Center (“Allison-Jukebox”) is a circa 1930 facility that has seen many adaptive reuses from swimming pool bathhouse to modern day community center, hosting public programming and community events.

This project proposes to make a substantial investment in the Allison-Jukebox, to keep the Allison-Jukebox a viable site for programming and events for the foreseeable future (including upgrading the electrical system from its existing 1950s-era system) and to improve accessibility for all users of the Allison-Jukebox (including renovating the restrooms and making improvements to the sidewalk and entrance).

Staff believes that this project will have an impact on the Allison-Jukebox and the surrounding area in at least two ways:

1. Investment in the Allison-Jukebox to keep it a viable site for programming and events should encourage continued private investment in the surrounding neighborhood.
2. The accessibility improvements at the Allison-Jukebox will make the facility more inviting for all users, making it easier for everyone to attend the events held at that location.

This project is a permissible use of Tax Increment, satisfying all four factors of the TIF Test:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of the Allison-Jukebox by making it a more viable site for programming and events.
3. After the project is completed, the Allison-Jukebox will perform as well as a newly constructed community center.
4. The improvements that will be completed as part of this project were not contemplated as part of the normal life cycle of the Allison-Jukebox.

Additionally, this is a project that would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: September 2015

End Date: March 2017

Financial Information:

Estimated full cost of project:	\$122,604
Sources of funds:	2015 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.

Phase/Work to Be Performed	Cost	Timeline
1 Project Review and Approval		9/2/15
2 Pre-Construction Consulting and Design	\$18,000 ¹	September 2015 through Q1 2016
3 Construction	\$104,604 ²	Late Summer 2016 through Q1 2017 ³

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ This was funded by the Parks Department.

² This includes the Construction Contract Price and a \$1,000 change order allowance.

³ Construction is proposed to be scheduled in this way to avoid any conflict from a scheduling perspective with the summer camps that use the Allison-Jukebox.

16-63
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR UPGRADES TO BUILDING TRADES PARK

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, Parks Capital Improvements; and

WHEREAS, on September 2, 2015, the City of Bloomington (“City”) brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC to upgrade the Allison-Jukebox Community Center (“Project”); and

WHEREAS, Building Trades Park is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-65; and

WHEREAS, the Form identified Phase 3 of the Project was identified as “Construction of Restroom Upgrades”; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified the bid from SCS Construction Services, Inc. to do the Construction of Restroom Upgrades for an amount not to exceed Sixty Eight Thousand Two Hundred Sixty One Dollars (\$68,261) as the best response; and

WHEREAS, Staff has negotiated an agreement with SCS Construction Services, Inc., which is attached to this Resolution as Exhibit A; and

WHEREAS, Resolution 15-65 identified the Bond as the source of funds for the Project; and

WHEREAS, the RDC has available funds in the Bond to pay for the Construction of the Restroom Upgrades; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Form”) that updates the cost estimate and the timeline for 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 RDC reiterates that the Project is an appropriate use of the Bond and that the Project serves the public’s best interest, and reaffirms its support of the upgrades to the Allison-Jukebox as set forth in the Amended Form.

2. The RDC hereby approves payment of an amount not to exceed Sixty Eight Thousand Two Hundred Sixty One Dollars (\$68,261) from the TIF Bond to SCS Construction Services, Inc., to be payable in accordance with the terms of 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 process.
3. The RDC recognizes that change orders which increase the cost of the Project ("Change Orders") may occur as a part of the Construction of the Project. The RDC hereby authorizes the Director of Parks and Recreation to approve Change Orders that (1) do not change the scope of the project and (2) which collectively do not exceed \$500. Any Change Order in excess of this authorization, or which can be approved by the RDC without delaying construction, must be approved by the RDC in advance. Any Change Order approved by the Director of Parks and Recreation must also be approved by the Controller and the Corporation Counsel prior to their implementation. All Change Orders that are approved by the Director of Parks and Recreation shall be reported to the RDC at its next scheduled meeting. For the avoidance of doubt, the approval of a Change Order by the Director of Parks and Recreation does not remove the requirement to comply with the City and the RDC's claims process.
4. The funding authorizations contained in this Resolution shall terminate on May 31, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCS CONSTRUCTION SERVICES, INC.
FOR
RESTROOM FACILITY REHABILITATION
BUILDING TRADES PARK**

THIS AGREEMENT, executed by and between the City of Bloomington, Parks and Recreation Department through its Board of Park Commissioners (hereinafter CITY), and SCS Construction Services Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK, more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her proposal; and

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

WHEREAS, CONTRACTOR, based upon his/ her proposal, was determined to be the most advantageous to the City for the said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement in 120 days after receipt of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3.COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR, within forty five (45) days of receiving approved claims, in a lump sum not to exceed Sixty-Eight Thousand Two Hundred Sixty-One Dollars and zero cents (\$68,261.00). Attachment E, "Project Bid Tabulation" is attached hereto and incorporated into this Agreement.

CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement.

Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is substantially complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice,

the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this

Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City Superintendent of Operations or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the

difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.

10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR’S submittals.
13. The Performance and Payment Bonds
14. The Escrow Agreement
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

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

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this

Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Scott W. Kennell
Attn: Dave Williams, Operations Director	President, SCS Construction Services, Inc.
401 N. Morton, Suite 250	156 South Park Boulevard
Bloomington, Indiana 47404	Greenwood, IN 46143

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used.

Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

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

If the City terminates the Agreement, the CONTRACTOR or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

CONTRACTOR is required to certify that it has not, nor has any other member, representative, or agent of CONTRACTOR, 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. CONTRACTOR shall sign an affidavit, attached hereto as Attachment D, affirming that CONTRACTOR has not engaged in any collusive conduct. Attachment D is attached hereto and incorporated by reference as though fully set forth.

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

DATE: _____

City of Bloomington

CONTRACTOR

Leslie J. Coyne, President, Board of Park
Commissioners

Contractor Representative

Paula McDevitt, Acting Director, Parks &
Recreation Department

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

Restroom Facility Rehabilitation
Building Trades Park

The project shall include, but is not limited to, selective demolition, plumbing upgrades and fixture replacement, installation of new restroom lighting, fixtures and finishes, doors and hardware, signage, roofing, and related improvements. The project location is 619 W. Howe St., Bloomington, Indiana.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

ATTACHMENT C

“E-Verify AFFIDAVIT”

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Printed Name of Notary Public

Notary Public’s Signature

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

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 _____, 2016.

SCS Construction Services Inc.

By: _____

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 _____, 20____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Upgrades to Building and Trades Park

Project Manager: Dave Williams

Project Description:

Building and Trades Park is located near Bloomington Hospital, which in light of the Hospital's announcement of its relocation, is an area ripe for future redevelopment. One mechanism the City has to encourage redevelopment of the area surrounding Building and Trades Park is investment in the Park to make it more family friendly, and better equipped to handle the heavy use the Park receives associated with recreational use and sports team practices.

Two significant improvements to the Park that will come from this project are: (1) the conversion of the existing restrooms to unisex restrooms, making the Park more accommodating for parents with young children, and (2) the installation of new playing surfaces so that the field and courts can better handle the heavy use associated with extensive recreational use and sports team practices.

This project is a permissible use of Tax Increment, satisfying all four factors of the TIF Test:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of Building and Trades Park, by, for instance, increasing the capabilities of the fields to handle heavy usage and to better drain water.
3. After the project is completed, Building and Trades Park will perform as well as a newly constructed park.
4. The improvements that will be completed as part of this project were not contemplated as part of the normal life cycle of the Building and Trades Park.

Additionally, the improvements associated with this project would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: September 2015

End Date: December 2017

Financial Information:

Estimated full cost of project:	\$215,761
Sources of funds:	2015 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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Project Review and Approval		September 2, 2015
2 Pre-Construction Consulting and Design	\$8,000 ¹	December 31, 2015
3 Construction of Restroom Upgrades	\$68,761 ²	2016
4 Construction of Other Upgrades	\$139,000	2017

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ This was funded by the Parks Department.

² This includes the \$500 change order allowance.

16-64
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR ASSISTED LISTENING DEVICES AT THE BUSKIRK
CHUMLEY THEATER**

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, on November 2, 2015, the RDC approved its Resolution 15-80, which approved the expenditure of “an amount not to exceed Seventy-Four Thousand Dollars” from the Consolidated TIF to be used on the Buskirk Chumley Theater; and

WHEREAS, the Seventy-Four Thousand Dollars would only be expended after: (1) BCT Management, Inc. has made a request to receive part of that funding; (2) the City, through the Director of Parks and Recreation or his designee, has approved the request; and (3) the RDC approves the expenditure; and

WHEREAS, BCT Management, Inc. has requested to use part of the funding to purchase hearing assistance devices which can be used without removing a hearing aid and the City, through the Director of Parks and Recreation, has approved the request; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified the response from Full Compass Systems, Ltd for \$1,499.72 as the best response; and

WHEREAS, the RDC has available funds within the Seventy-Four Thousand Dollar appropriation from the Consolidated TIF to pay for this expenditure;

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

1. The RDC hereby approves payment of an amount not to exceed One Thousand Four Hundred Ninety Nine Dollars and Seventy Two Cents (\$1,499.72) from the Consolidated TIF (Fund 439-15-159001-53990) to Full Compass Systems, Ltd, to be payable in accordance with the terms of a Purchase Order to be executed between the City and Full Compass Systems, Ltd.

For the avoidance of doubt, this does not remove the requirement to comply with the City and the RDC's claims process.

2. The funding authorizations contained in this Resolution shall terminate on December 31, 2016, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**16-65
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities; and,

WHEREAS, funds for the renovations at 303 W. 2nd Street and 409 W. 2nd Street for New Hope Family Shelter, Inc. were approved from said source; and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement; and,

WHEREAS, in Resolution 16-48, a Physical Improvement Community Development Block Grant Funding Agreement was presented to the Redevelopment Commission for consideration, duly considered and approved for funding in an amount not to exceed Twenty Nine Thousand Seven Hundred and Fifty Three Dollars (\$29,753.00) at the September 6, 2016, Redevelopment Commission meeting; and

WHEREAS, the New Hope Family Shelter, Inc. advises that it will only need a sum total of Twenty Four Thousand Five Hundred Dollars (\$24,500.00) of said grant funds; and

WHEREAS, the Redevelopment Commission desires to amend Resolution 16-48 to reduce the amount of the funding agreement from Twenty-Nine Thousand Seven Hundred and Fifty Three Dollars (\$29,753.00) to Twenty-four Thousand Five Hundred Dollars (\$24,500.00).

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

The Physical Improvement Community Development Block Grant Agreement between New Hope Family Shelter, Inc. and Housing and Neighborhood Development Department for the improvements at 303 W. 2nd Street and 409 W. 2nd Street is hereby amended to an amount not to exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Dated: _____

ATTEST:

Sue Sgambelluri, Secretary

Dated: _____

FIRST AMENDMENT OF THE PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN NEW HOPE FAMILY SHELTER, INC., AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON

THIS AMENDMENT, entered into this ____ day of October, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and New Hope Family Shelter, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 301 W. Second Street, Bloomington, IN, 47403, (herein called the "Subrecipient"), **WITNESSETH:**

WHEREAS, on or about the 9th day of September, 2016, the parties hereto entered into a Physical Improvement Community Development Block Grant Agreement (Hereinafter Referred to as "Agreement") wherein Grantee allocated and granted to Subrecipient funds not to exceed Twenty Nine Thousand Seven Hundred and Fifty Three Dollars (\$29,753.00) from Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Subrecipient will only utilize a sum total of Twenty Four Thousand Five Hundred Dollars (\$24,500.00) of said grant funds in this grant cycle and wishes to engage the Subrecipient to Amend the Agreement to reflect this reduction in grant funding.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. Section II. of the Agreement shall be amended to read as follows:

II. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Five Hundred Dollars (\$24,500.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

2. In all other respects, the Agreement shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Redevelopment Commission:

New Hope Family Shelter, Inc.:

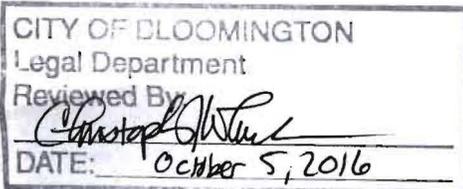
Donald Griffin, President

Sue Sgambelluri, Secretary

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 10/16/16
FUND/ACCT: 250-18 399



Guidelines on Public Comment at Redevelopment Commission Meetings

Background

Indiana Code § 36-7-14-8(a) provides that at the Redevelopment Commission's Organizational Meeting, it shall elect a President, Vice President, and Secretary. (The City Controller serves as the Redevelopment Commission's Treasurer.) The President is responsible for running Redevelopment Commission meetings.

Although public comment is not statutorily required at a regular meeting of the Redevelopment Commission, from time to time the Redevelopment Commission may find it useful to consider input from the public when making its deliberations.

The following Guidelines provide a baseline for administering public comment. The Guidelines may be altered on a case-by-case basis as appropriate.

Guidelines

Any Redevelopment Commissioner may initiate a request for public comment on any item on the Redevelopment Commission's agenda.

In order to make a request for public comment in advance of the meeting, a Redevelopment Commissioner should email the Housing and Neighborhood Development Director. The Housing and Neighborhood Development Director will communicate with the Redevelopment Commission President about the request. The Redevelopment Commission President may grant the request. Once the Redevelopment Commission President has made a decision, the Housing and Neighborhood Development Director will inform the requesting commissioner and the other commissioners of the Redevelopment Commission President's decision. When public comment is approved for an agenda item, the Housing and Neighborhood Development Director will also provide a notice to all individuals on the Redevelopment Commission's Packet Distribution Email List.

A Redevelopment Commissioner may also make a request for public comment at a meeting. (A commissioner may ask for public comment both in advance of the meeting and at the meeting.) The request may be granted by the Redevelopment Commission President. If the Redevelopment Commission President (or acting chair) does not approve the request, a majority of the voting commissioners may grant the request.

The Redevelopment Commission has a current practice to circulate a sign in sheet so that all audience members can be listed in the Minutes. In order to understand if an audience member wishes to make public comment, going forward, the sign in sheet shall ask for a person's name, the organization they represent, if the person desires to make public comment, and what agenda item the person desires to make public comment on. Indicating a desire to make public comment does not provide the right to make public comment. Public comment must be approved by the Redevelopment Commission President or a majority of the voting commissioners.

If public comment is granted for a particular agenda item, unless other rules are imposed by the President or acting chair, the following guidelines will then apply:

- The Redevelopment Commission President or acting chair will ask how many members of the public wish to speak, and ask that groups of people with common interests and messages defer to one speaker on their behalf. When multiple speakers have expressed the desire to speak on a topic, the President may request additional comments on the topic be limited to those who have new information to present.
- If four or fewer members of the public wish to speak, each speaker will be given five minutes to speak, unless the President or acting chair imposes other rules.
- If five or more members of the public wish to speak, twenty minutes will be divided among the number of speakers, unless the President or acting chair imposes other rules.
- A member of City Staff shall keep time, and provide a one minute warning for each speaker. (Failure of Staff to provide a one minute warning will not extend the amount of time for any speaker.)
- Speakers shall be given the opportunity to make comment to the Redevelopment Commission. This is an opportunity for the speaker to provide comment to the Redevelopment Commission, not to engage in a back and forth with the Commission or Staff. The Redevelopment Commission welcomes all viewpoints, but asks that speakers behave in a civil and courteous manner. Comments should not include vulgar, hostile, threatening, or disruptive comments.
- The Redevelopment Commission President or acting chair may halt or suspend public comment due to non-compliance with these guidelines.