

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**December 18, 2023 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

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Meeting ID: 890 2930 4103 - Passcode: 278248

- I. ROLL CALL**
- II. READING OF THE MINUTES** – November 6, 2023
- III. EXAMINATION OF CLAIMS** –December 8, 2023 for \$470,174.04
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 1, 2023 for \$37,441.55
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
    - a. U3 Advisors
- VI. NEW BUSINESS**
  - A. Convention Center Presentation
  - B. Resolution 23-105: Approval of General Trades Contract for Showers West
  - C. Resolution 23-106: Approval of Electrical Contract for Showers West
  - D. Resolution 23-107: Approval of Mechanical and Plumbing Contract for Showers West
  - E. Resolution 23-108: Approval of Fire Protection Construction Services Contract for Showers West
  - F. Resolution 23-110: Approval of 2023 CDBG Physical Improvements - LifeDesigns Funding Agreement
  - G. Resolution 23-111: Approval of Lease Extension and Modification Agreement for the Dimension Mill with Dimension Mill, Inc.
  - H. Resolution 23-112: Addendum to Agreement with CBCI, Inc and Assignment of Agreements
  - I. Resolution 23-113: Approval of Change Orders 2-8 to Project Agreement with Milestone Contractors, LP, for Hopewell Phase 1 East
  - J. Resolution 23-114: Approval of Fourth Amendment of Agreement for Security Patrols at Hopewell Properties
  - K. Resolution 23-115: Approval or Post-Closing Agreement between the City of Bloomington and IU Health for the Purchase of the IU Health Hospital Site
  - L. Resolution 23-116: Approval of Project Review and Approval Form for Local Share Portion of Funding for 1<sup>st</sup> Street Reconstruction for Hopewell
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, December 4, 2023 at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Cindy Kinnarney presiding:  
<https://catstv.net/m.php?q=13039>***

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Randy Cassady, Deb Hutton and Deborah Myerson attended the meeting in person. Erin Cooperman and Erin Wyatt attended the meeting via zoom.

Commissioners Absent: Sarah Bauerle Danzman

City Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Anna Hanson, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Cody Toothman, Program Manager, HAND; Colleen Newbill, Assistant City Attorney, City Legal; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development (ESD); Andrea de la Rosa, Assistant Director, Small Business Development; Cheryl Gilliland, Director of Auditing and Financial Systems, Office of the Controller; Shawn Miya, Assistant Director for Sustainability, Economic and Sustainable Development; Isabel Piedmont-Smith, Council Member

Others Present: John Fernandez, Senior Vice President, The Mill; Jane Kupersmith, Executive Director at CDFI-Friendly Bloomington; Dave Askins, B Square Beacon; Carrie Havey, The Green Engineer; Kelsey Powers, The Green Engineer; Matt Frische, Reedy Financial Group

**II. READING OF THE MINUTES** –Deborah Myerson moved to approve the November 6, 2023 minutes. Deb Hutton seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for November 9, 2023 for \$1,622,193.28 and November 22, 2023 for \$1,199,855.91. Deborah Myerson seconded the motion. Randy Cassady abstained. The motion passed 4-0-1.

**IV. EXAMINATION OF PAYROLL REGISTERS** –Deborah Myerson moved to approve the payroll register for November 3, 2023 for \$37,824.67 and November 17, 2023 for \$37,824.67. Deb Hutton seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

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

**B. Legal Report:** Colleen Newbill was available to answer questions.

**C. Treasurer’s Report:** Jeff Underwood was not present. Legal staff was available to answer questions.

**D. Business Development Updates:** Holly Warren introduced Jane Kupersmith. Kupersmith is going to be the new director of Economic and Sustainable Development.

**E. Hopewell Update:** U3 Advisors is the consulting organization acting as the owner’s representative for the City of Bloomington on the Hopewell project. John Zody said that U3 advisors will be at the next RDC meeting to provide an update on Hopewell activities.

**F. CDFI-Friendly Bloomington Report:** Jane Kupersmith gave a presentation on CDFI-Friendly Bloomington. The presentation slides are attached to the minutes.

## VI. NEW BUSINESS

- A. Annual Informative Presentation: Matt Frische presented the annual TIF Impact Report. The presentation slides will be attached to the minutes.
- B. **Resolution 23-98: Agreement with the Green Engineer for Environmental Services at Hopewell.** Shawn Miya gave a presentation on achieving LEED Neighborhood Development certification for Hopewell East. The presentation slides are attached to the minutes.

City Staff have negotiated an agreement with The Green Engineer for an amount not to exceed \$148,180 for services related to achieving LEED neighborhood certification for Hopewell East, and establishing criteria for developers to achieve LEED Silver for vertical buildings.

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

Deb Hutton moved to approve Resolution 23-98. Deborah Myerson seconded the motion. Randy Cassady voted no. The motion passed 4-1-0.

**Resolution 23-99: Approval of 2023 CDBG Funding Agreement with Bloomington Cooperative Living:**

**Resolution 23-100: Approval of 2023 CDBG Funding Agreement with New Hope for Families:**

**Resolution 23-101: Approval of 2023 CDBG Funding Agreement with Centerstone:**

The Commission agreed to consider Resolution 23-99, 23-100, and 23-101 as a group. John Zody stated that the RDC approved all of the CDBG funding amounts earlier this year. Zody said tonight's resolutions will approve the funding agreement and allow the program recipients to move ahead with their programs.

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

Deborah Myerson moved to approve Resolution 23-99, 23-100, and 23-101. Deb Hutton seconded the motion. The motion passed unanimously.

- C. **Resolution 23-102: Approval of Agreement between City of Bloomington Redevelopment Commission and Indiana University Public Policy Institute.** On August 21, 2023, the RDC approved an agreement between the Indiana University Public Policy Institute to assist the City in conducting an economic impact analysis of the Certified Technology Park. Indiana University has requested corrections and changes to the agreement, including changing the signatory from the Indiana University Public Policy Institute to the Trustees of Indiana University and amending the contract completion and expiration dates.

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

Randy Cassady moved to approve Resolution 23-102. Deb Hutton seconded the motion. The motion passed unanimously.

- D. **Resolution 23-103: Approval of Amendment to Lease Agreement for Fourth Street Garage Commercial Space:** Colleen Newbill stated that the RDC approved a lease agreement and terms with Hoosier Network, LLC in Resolution 22-88. Since then the City of Bloomington Engineering Department has issued a clarification as to the street address of the premises, all parties wish to amend the definition of "premise" in the lease to include the street address as

clarified by the Engineering Department. All parties also wish to amend the commencement date of the lease to December 1, 2023.

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

Randy Cassady moved to approve Resolution 23-103. Deborah Myerson seconded the motion. The motion passed unanimously.

**E. Resolution 23-104: Approval of CAC CDBG Allocation Recommendations.** John Zody stated this resolution is for the annual CDBG allocations. The advice and input of the community for the allocation of the CDBG funds has been solicited and received through the efforts of the Citizens' Advisory Committee (CAC). The CAC also made recommendations on how to distribute funds received that are more or less than the estimated amount in the event that the final allocation amount varies.

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

Randy Cassady moved to approve Resolution 23-104. Deb Hutton seconded the motion. The motion passed unanimously.

**VII. BUSINESS/GENERAL DISCUSSION –**

**XI. ADJOURNMENT** – Deb Hutton to adjourn. The meeting adjourned at 6:30 p.m.

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Cindy Kinnarney, President

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

Date: \_\_\_\_\_

# Hopewell

## LEED for Neighborhood Development

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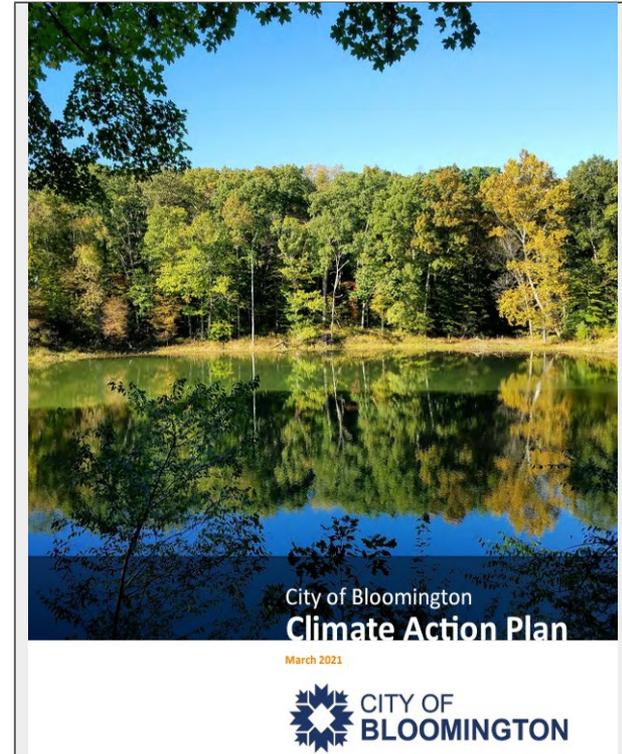
Shawn Miya, Assistant Director of Sustainability

November 20, 2023



# City of Bloomington Climate Action Plan

- Goal is to be carbon neutral by 2050
- Slow/reverse climate change which causes more frequent and intense floods and storms, extreme heat, poor air quality, vector borne diseases, etc.
- Impacts our economy, health, infrastructure, emergency services, etc.
- Achieved by reducing greenhouse gas emissions through energy efficiency, waste reduction, renewable energy, electrification, etc.



# Leadership in Energy and Environmental Design (LEED)



- most widely used green building rating system in the world
- provides a framework for healthy, efficient, and cost-saving green buildings
- LEED certification is a globally recognized symbol of sustainability achievement and leadership

# Leadership in Energy and Environmental Design (LEED)

Measures several key areas:

- 1. impact on site
- 1. water efficiency
- 1. energy efficiency
- 1. materials selection
- 1. indoor environmental quality



# Leadership in Energy and Environmental Design (LEED)

## Examples in Bloomington

- **Trades District Technology Center:** LEED BD & C: Core & Shell
- **Showers West Renovation:** LEED ID & C: Commercial Interiors
- **Switchyard Police Substation:** LEED BD & C: New Construction
- **Switchyard Pavilion:** LEED BD & C: New Construction
- **Showers-City Hall:** LEED Recertification 2019: Gold Level
- **Downtown Passenger Transfer Facility:** LEED BD & C: New Construction



# LEED Neighborhood Development (LEED ND)

- Takes the certification concept beyond individual buildings and applies it to the whole neighborhood.
- Engineered to inspire and help create better, more sustainable, well-connected neighborhoods.
- This rating system focuses on high levels of walkability, a sense of place, and social cohesion.



# LEED Neighborhood Development (LEED ND)

- The benefits gained from implementing other LEED rating systems are magnified when captured at the neighborhood scale by approaching projects through a comprehensive and holistic lens.
- Unlike other LEED rating systems, LEED ND places a strong emphasis on project location and linkages, as well as the overall neighborhood design.
- It encourages strategies that conserve resources, protect natural areas, and facilitate connections to the surrounding community.

# LEED Neighborhood Development (LEED ND)

2022 Guidon Study

Sustainability at the Hopewell Redevelopment:  
Final Report & Recommendation

- Sustainability Alignment Workshop
- LEED ND reduces burden and costs for developers to attain LEED Silver certification
- 16 scorecard credits for developers in a LEED ND site
- LEED ND provides opportunity to create a “neighborhood for tomorrow that serves Bloomingtonians for generations to come”

# Recommended LEED ND Consultant

## The Green Engineer

- Founded in 2005
- Concord, MA
- Employee Owned Company
- Certified Benefit Corporation (social mission beyond profit)
- Completed over 300 LEED certified projects (18 achieved LEED Platinum)
- LEED ND Project Experience

# LEED Neighborhood Development (LEED ND)

## Clippership Wharf



Location: East Boston,  
MA

Project Type: Mixed-Use  
(Residential, Retail, and  
Public and Recreational  
spaces)

# LEED Neighborhood Development (LEED ND)

## Clippership Wharf

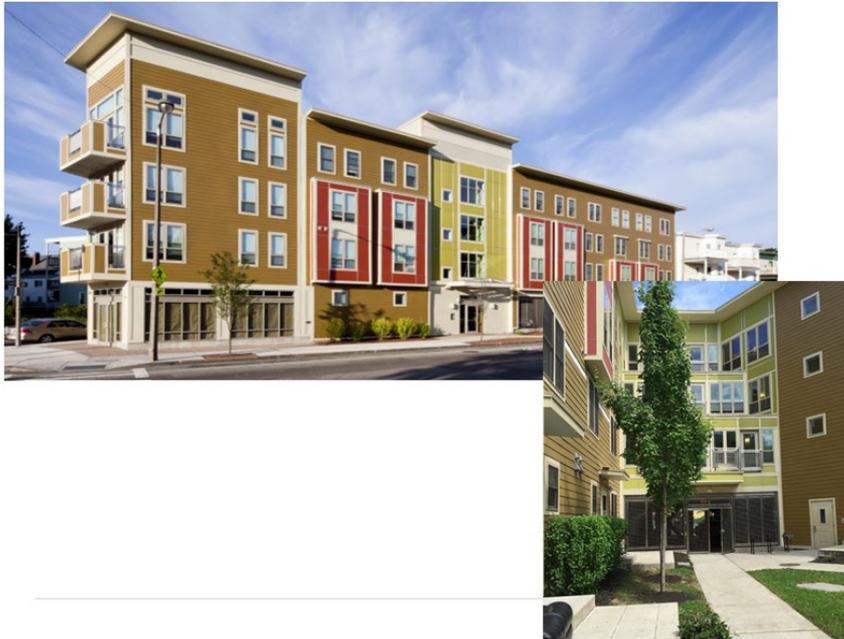


**Project Size:** ~7 acres,  
4 buildings

**Certification Level:**  
LEED v4 ND: Plan  
Silver

# LEED Neighborhood Development (LEED ND)

## The Talbot Norfolk Triangle



Location: Boston, MA

# LEED Neighborhood Development (LEED ND)

## The Talbot Norfolk Triangle



- Comprehensive sustainable development initiative spanning 13 block historic area
- Provides affordable housing that is sustainable and energy efficient

# Recommended LEED ND Consultant

## The Green Engineer

### Hopewell East (Phase I)

General Consulting  
\$31,500

LEED ND Certification Project Management \$89,000

Developer Project Support  
\$19,500  
(assuming 3 project reviews)

Reimbursable Allowances  
\$8,180

\$148,180

Total

# THANK YOU.

Questions?





**CDFI**  
**FRIENDLY**  

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**BLOOMINGTON**

Helping CDFIs deliver flexible, affordable financing to the  
Bloomington and the Indiana Uplands



# CDFI Friendly Bloomington

- **Overview of CDFI Industry**
- **Why CDFI *Friendly*?**
- **The Role of the RDC in CFB**
- **Impacts in Bloomington and the region**
- **How to partner**



# WHAT ARE CDFIS?

## Community Development Financial Institutions

**Focus:** Community Development and “underserved” populations

**For Communities:** public facilities, affordable housing, childcare, infrastructure

**For Consumers:** credit enhancement, mortgage assistance, auto loans

**For Small Business/Entrepreneurship:** small businesses, microenterprises, nonprofit organizations, commercial real estate, and affordable housing

# WHAT ARE CDFIS?

## **Legal Financing Entity:**

Private financial institutions (non-governmental, but certified by US Treasury);  
Loan funds (39%), Credit unions (36%), Banks (13%), Other (12%)

## **Mission:**

Deliver responsible, affordable lending to low-income, low-wealth, or other historically disadvantaged/marginalized people and communities to help close the wealth gap

## **Primary Market:**

Serve one or more identified markets; maintaining accountability to a primary market

## **Assistance:**

Provide technical assistance and development services in conjunction with its financing activities

## **Model:**

May be profitable but not profit-maximizing, accountable to community and mission first

# CDFI Industry Snapshot

**1,487** CDFIs manage  
**\$452 billion** in assets

CDFIs grew by 33% since the pandemic, due to their role in disbursing PPP loans. They will play a critical role in the \$27 billion Greenhouse Gas Reduction Fund.

## CDFI Borrowers



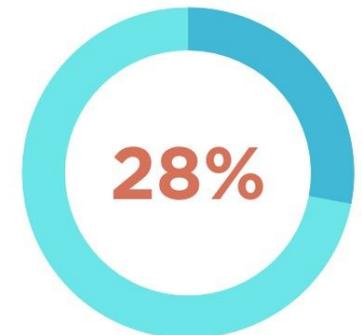
Low-income



People of Color



Women

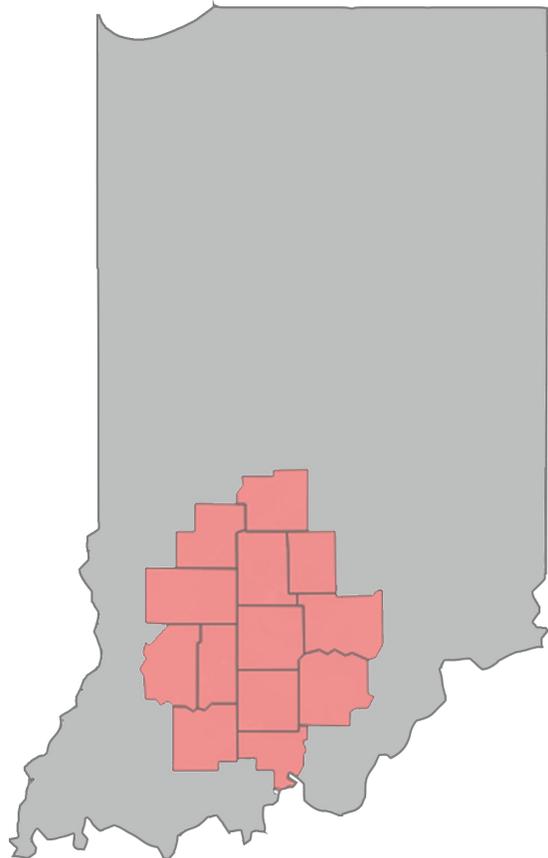


Rural

# WHY CDFI *FRIENDLY*?

- CDFIs have enormous resources and expertise, and they are already doing this work
- CDFI missions mirror our local priorities
- Many communities < 250,000 are typically underinvested
- Costs of starting and managing a CDFI are high
- Starting a CDFI requires a narrower focus
- Existing CDFIs seek growth in new markets
- CDFI Loan Funds (our primary partners) are not depository institutions
- The “Friendly” model attracts regional and national CDFIs to our underserved region by organizing the market and providing access to a credit enhancement fund

# OUR SERVICE AREA



## **13 COUNTY AREA**

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Brown  
Crawford  
Daviess  
Dubois  
Greene  
Jackson  
Lawrence  
Martin  
Monroe  
Morgan  
Orange  
Owen  
Washington

# Supporting Organizations

## Annual Operating Support

German American Bank  
Old National Bank  
First Financial Bank  
City of Bloomington

## Capital Enhancement Fund support

City of Bloomington RDC  
Bloomington Urban Enterprise Association  
German American Bank  
Old National Bank  
First Financial Bank

## Founding Funders

Regional Opportunities Initiative  
Bloomington Urban Enterprise Association  
First Financial Bank  
Old National Bank  
German American Bank  
Woodforest National Bank  
Wells Fargo  
PNC Bank

## Fiscal Sponsor

Community Foundation of Bloomington & Monroe County

# KEY FUNCTIONS

1

**Networking** with CDFIs nationally to determine who can participate in our local market

2

**Identification & Development** of prospective CDFI investment opportunities in region

3

**Provide technical assistance** and development services to help borrowers prepare for financing and execute their goals

4

**Remove barriers to capital** via our Capital Enhancement Fund to complete investments in Bloomington and the Uplands



# Capital Enhancement Fund

<b>City of Bloomington RDC</b>	<b>\$1 million</b>
<b>Bloomington Urban Enterprise Association</b>	<b>\$1 million</b>
<b>Participatory Line of Credit</b>	<b>\$2.25 million</b>
German American Bank—Lead Bank	
Old National Bank	
First Financial Bank	
<b>TOTAL</b>	<b>\$4.25 million</b>



# Capital Enhancement Fund

## **General Requirements**

- Funds may only be lent in partnership with a CDFI
- CFB Investment Committee must review and recommend to board for approval

## **City of Bloomington RDC**

- Investments must be made in the TIF
- Investments must be in Affordable Housing developments
- Requires a 50% match for overall capital fund

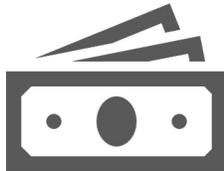
## **Bloomington Urban Enterprise Association**

- Investments must be made in or benefit the BUEZ
- Not restricted to housing

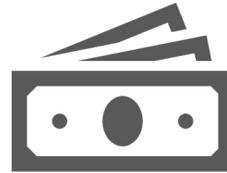
## **Participatory Line of Credit**

- Investments may be made anywhere in the Uplands, Morgan and Jackson Counties

# CDFI Friendly Impact



**\$25.7 million in  
new CDFI capital  
investment**



**\$58.1 million  
total investment**



**17 permanent  
jobs created /  
retained**



**34 CDFI  
Investments**



**9 participating  
CDFIs**



**357 affordable  
housing units  
created/retained**

# Current pipeline



**4 applications  
under review with  
CDFIs**



**2 applications  
being prepared for  
submission**



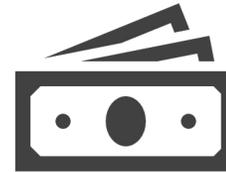
**1 program awaiting  
final approval**



**2 small biz  
applicants**



**4 housing related  
applications (22  
units)**



**\$2.1 mm in CDFI  
investment sought  
and \$6.4 mm in new  
project investment**

# How to support CDFI Friendly?

**Connect eligible projects or financing needs to CDFI Friendly Bloomington**

**Make local/regional/state leaders and stakeholders aware of our work**

**Follow us on social media**



**CDFI**  
**FRIENDLY**  
BLOOMINGTON

***Thank you!***

Jane Kupersmith, Executive Director  
jane@cdfifriendlybtown.org | 812-320-9003

# City of Bloomington Redevelopment Commission



TIF IMPACT UPDATE

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# Reporting Requirements

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- ✓ • Prior to April 1<sup>st</sup>: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- ✓ • No Later Than April 15<sup>th</sup>: Report of Previous Years' Activities to the Fiscal/Executive Body
- ✓ • Prior to June 15<sup>th</sup>: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- ✓ • Prior to August 1<sup>st</sup>: Neutralization of Base Assessed Value for the Upcoming Year
  - **Prior to December 31st: End of Year TIF Impact Presentation**
    - Includes: RDC's financial data & budgets, long-term TIF plans, and a discussion on TIF impact

# Inside the RDC

Allocation Area	Creation Year	Expiration Year	Pay 2023 Incremental AV
Bloomington Consolidated Allocation Area	1985	2029	\$ 840,478,807
North Kinser Pike Allocation Area	1996	2026	\$ 4,891,170
			<b>\$ 845,369,977</b>

► The exact date of TIF Expiration and final pay year is subject to legal interpretation.

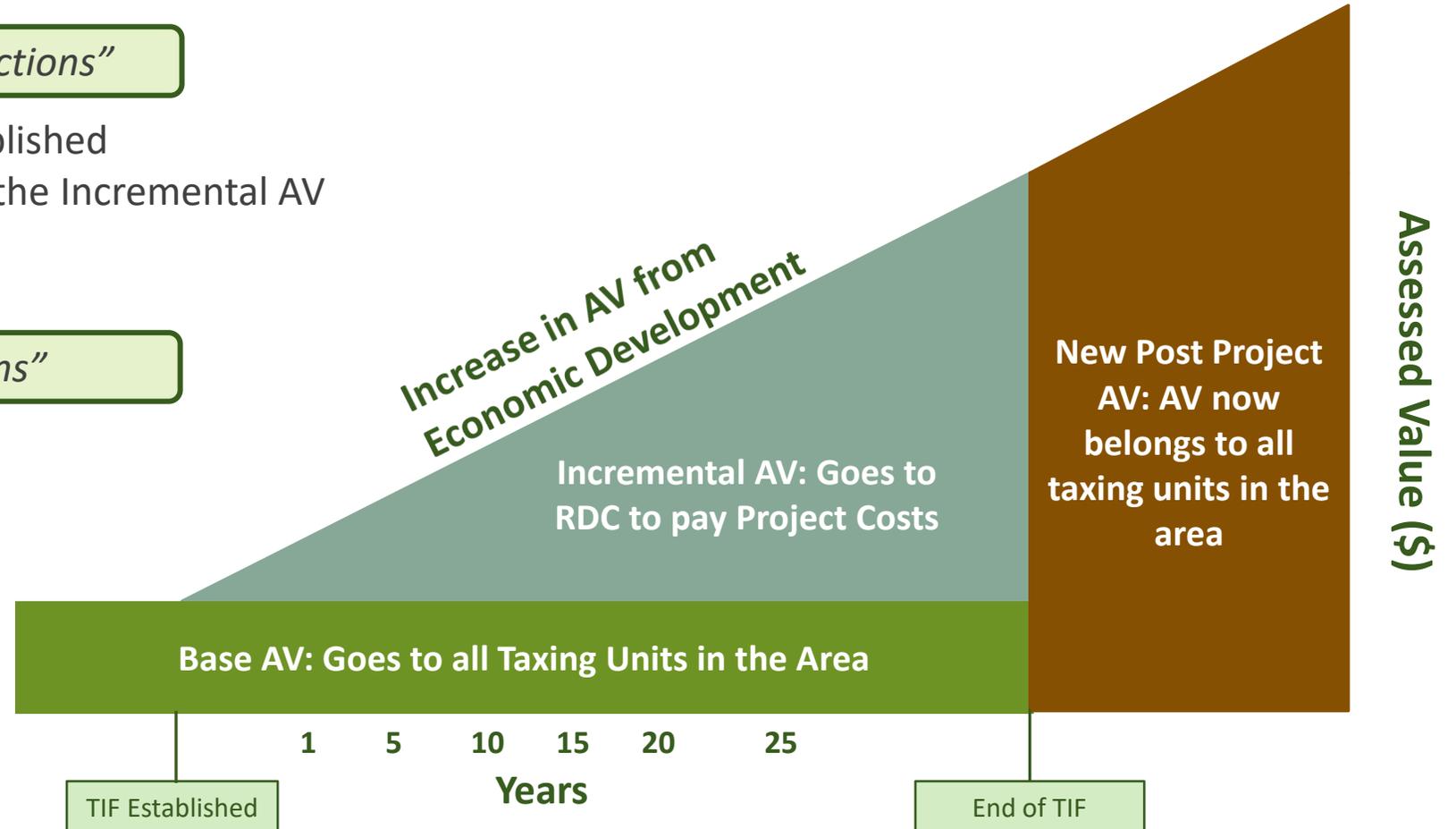
# How TIF works

## Base AV – “Overlapping Units Collections”

1. Existing AV at the time TIF is established
2. Percentage of what doesn't meet the Incremental AV classification

## Incremental AV – “TIF Collections”

1. New Construction
2. New Abatement roll off
3. New Destruction



# Financial Position

Allocation Area Name	Beg. Year Balance	Revenues	Expenditures	9/30/2023 Balance
Bloomington Consolidated Allocation Area	\$ 26,318,383	\$10,278,032	\$7,200,736	\$29,395,679
North Kinser Pike Allocation Area	\$ 765,915	\$ 68,377	\$ 96,357	\$ 737,935

- ▶ Current and future long-term plans for the RDC
  - ▶ Hopewell

# The TIF Impact Question

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In order to help quantify a TIF's impact to its overlapping units, we must ask the following question:

**Would property taxes collected today remain the same if...**

- 1. The City never utilized TIF within the community**
- 2. All current development that was incentivized / made possible by the assistance of TIF, hypothetically still occurred regardless of TIF incentives**

# TIF Impact Chart

Overlapping Units	Circuit Breaker Impact	Percent of Total Impact	2023 Budget	Impact as a Percent of 2023 Budget
Bloomington Civil City	\$ 1,784,343	55.90%	\$ 75,336,205	2.37%
Monroe County Community School Corporation	\$ 658,244	20.62%	\$ 156,117,026	0.42%
Monroe County	\$ 479,954	15.04%	\$ 69,629,128	0.69%
Monroe County Public Library	\$ 105,741	3.31%	\$ 12,270,851	0.86%
Bloomington Transportation	\$ 69,196	2.17%	\$ 35,039,251	0.20%
Richland-Bean Blossom Community School Corporation	\$ 34,821	1.09%	\$ 37,933,705	0.09%
Monroe County Solid Waste Management District	\$ 32,411	1.02%	\$ 3,272,001	0.99%
Perry Township	\$ 15,861	0.50%	\$ 1,521,257	1.04%
Bloomington Township	\$ 10,121	0.32%	\$ 1,312,000	0.77%
Richland Township	\$ 843	0.03%	\$ 1,704,785	0.05%
Van Buren Township	\$ 267	0.01%	\$ 642,600	0.04%
<b>Total Impact to Overlapping Units</b>	<b>\$ 3,191,802</b>			
	OR			
<b>2023 TIF Revenue Collections</b>	<b>\$ 15,673,420</b>			
<b>Total Additional Revenue Because of RDC</b>	<b>\$ 12,481,618</b>	<b>TIF Margin:</b>	<b>\$ 0.80</b>	

► This is a conservative estimated circuit breaker impact.

# TIF Impact Explained

## RDC TIF Margin

**\$0.80**

**\$15,673,420** in TIF revenues will be collected in 2023 across all Bloomington's TIF allocation areas.

**\$12,481,618** will be collected due to the City's utilization of TIF = TIF Margin

Only **\$3,191,802** would be shared across all overlapping units should the TIF areas no longer exist = 2023 TIF Impact

*TIF Margin is stated in terms of **additional money** collected per every \$1 collected by the RDC*

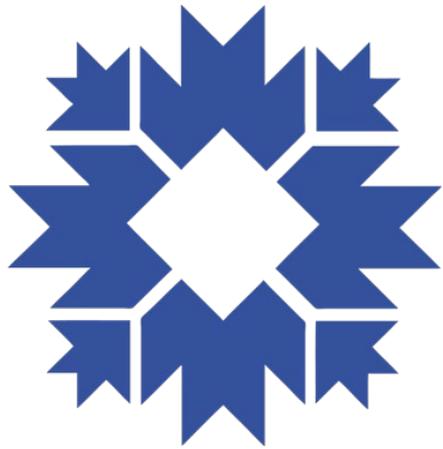
The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone should the RDC no longer exist. This revenue would **not** be collected by the overlapping units.

*How is TIF able to collect these **additional revenues**?*

TIF is **not** constrained by the State's allowable annual property tax levy growth percentage that overlapping units are constrained by.

# Questions?

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**CITY OF BLOOMINGTON**

## **City Bloomington Redevelopment Commission**





# Hopewell

2023  
Year in Review

December 15, 2023

# Summary

- **Hopewell Vision**
- **Accomplishments to Date**
- **Other Key Updates**
- **Looking Ahead to 2024**

**Hopewell Neighborhood is poised to become Bloomington's next great place to be – a welcoming community for all Bloomingtonians to live, work, and play...**

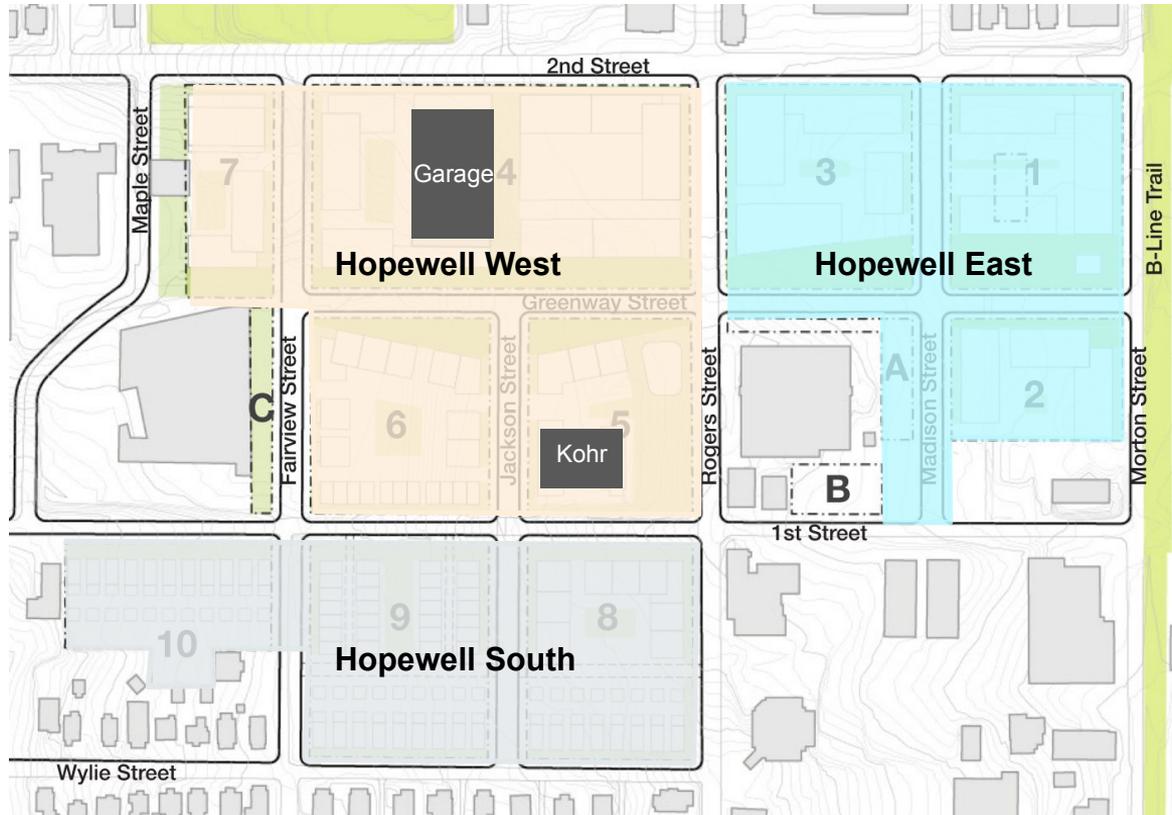
# HOPEWELL VISION

- **Bloomington must diversify and expand opportunities for all.** Hopewell should be an inclusive neighborhood where people from all walks of life and all ages, incomes, abilities and backgrounds can thrive.
- **Bloomington must create sustainable neighborhoods to advance toward a zero-carbon future.** Hopewell should exhibit best practices in sustainable redevelopment, as a blueprint for a more equitable, livable, and resilient Bloomington.
- **Bloomington must continue to be a place of beauty and excellent design for all.** Hopewell should be an inspiring neighborhood of excellent design and public and private amenities.



Hopewell represents the care the residents of Bloomington have for one another. It's a name honoring the site's history while also looking to the future.

# HOPEWELL VISION



## KEY STATS

- 1,000+ housing units targeted  
85% multi-family +  
single family, townhomes
- Ground floor non-residential
- Affordability Goals  
--20% Overall  
--80% AMI + below = affordable  
--80% - 120% AMI = workforce
- Sustainability Goals  
LEED Silver (min)  
LEED for Neighborhoods
- Anticipating “for sale” and “ground lease” opportunities

# HOPEWELL ACCOMPLISHMENTS TO DATE

- **Property Ownership:** 50% of the land has been transferred from IUH to the RDC. The remaining to be transferred before Dec 31, 2023.
- **Kohr Building:** Brinshore Development proposing a 38 all-affordable units (50% AMI or below) w/ redevelopment of the historic building + addition, beginning Summer 2024, with state tax credits.
- **Infrastructure Decisions:**
  - Hopewell East** – under construction
  - Hopewell South**– demolition authorized
  - Hopewell West** – partial infrastructure design



Kohr Rendering (provided by Brinshore)



Hopewell East Construction Photo

# HOPEWELL ACCOMPLISHMENTS TO DATE

- **Hopewell East Infrastructure ground-breaking held July 21st, 2023; It is currently under construction (25% complete) and targeted for November 2024 completion. The project will bring:**
  - Pedestrian scale streets, sidewalks, and plaza area
  - Community Stage
  - Rain Garden & Sustainable Landscape
  - Public Art (1% for the Arts)
  - \$17M Infrastructure Investment
  - Connection to the B-Line Trail



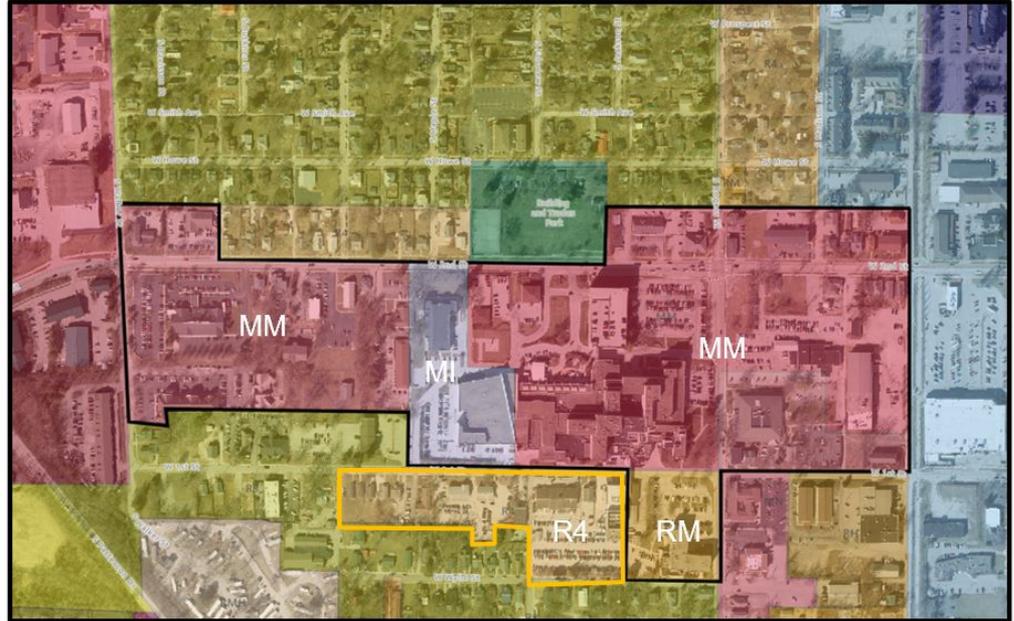
Hopewell East Rendering provided by REA

# HOPEWELL ACCOMPLISHMENTS TO DATE

- **Land Appraisals:** Aggregate average market value of Hopewell has almost doubled since 2017 **to an estimated \$27M.**
- **Due Diligence:** Phase I and II environmental testing reports complete and available for development opportunities.
- **Website:** Proposals received and anticipating contract approval by year's end.
- **Sustainability:** Consultant hired to assist city team.
- **Other Infrastructure Decisions:**
  - Hopewell South** – demolition anticipated spring/summer 2024
  - Hopewell West** – partial infrastructure project under design

# HOPEWELL ACCOMPLISHMENTS TO DATE

- **Planning:** Rezoning complete
- **Overlay District:** District in place
  - Incentives for affordability, sustainability, and both
  - Alley access
  - Increase impervious surface
  - Reduce side & rear setbacks
  - Reduce min lot size
  - Eliminate parking minimum
  - Parking with permeable pavers
  - Pedestrian scale development standards
  - Use specific standards
  - Building materials
- **Historical Marker:** Established through the state honoring Local Council of Women



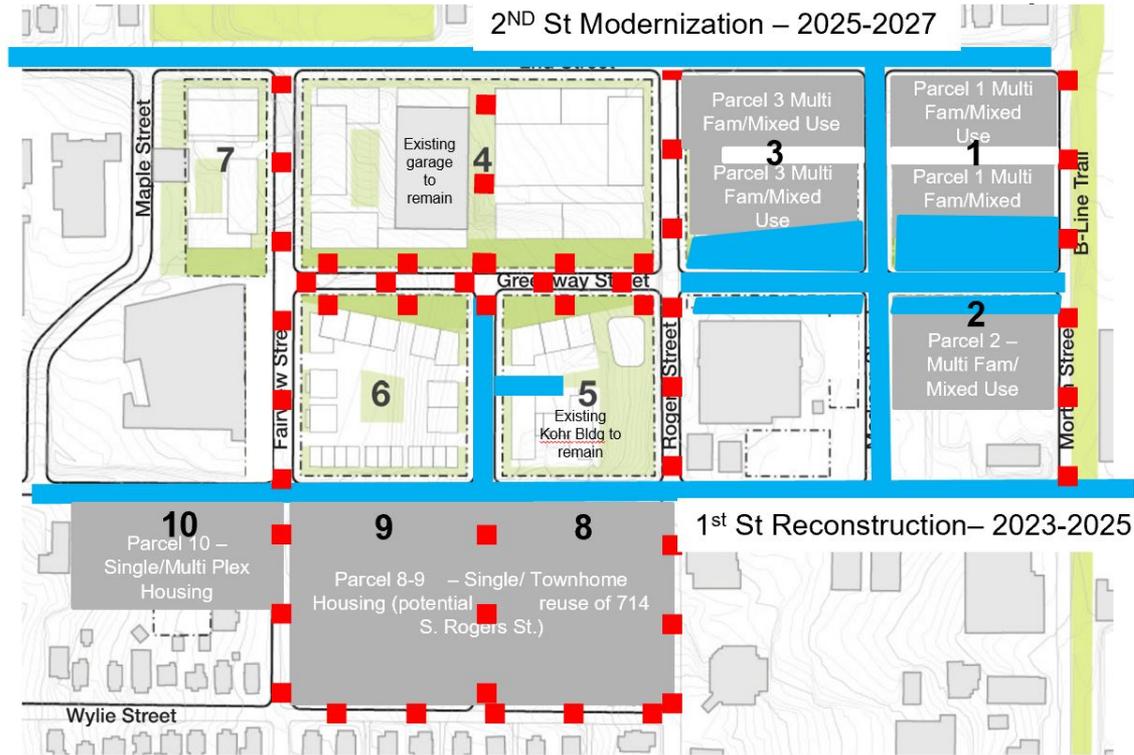
# HOPEWELL ACCOMPLISHMENTS TO DATE

- **Development opportunities have begun and will continue into 2024:**  
Proposals/submissions are under review through a core group led by CBCI, RDC, key city staff, and supported by their consultants
  - Two public offering responses Hopewell South
  - Many RFI responses Hopewell East
  - Future RFI for Hopewell West forthcoming



# KEY UPDATE: INFRASTRUCTURE

-  Funded Infrastructure
-  Un Funded Infrastructure

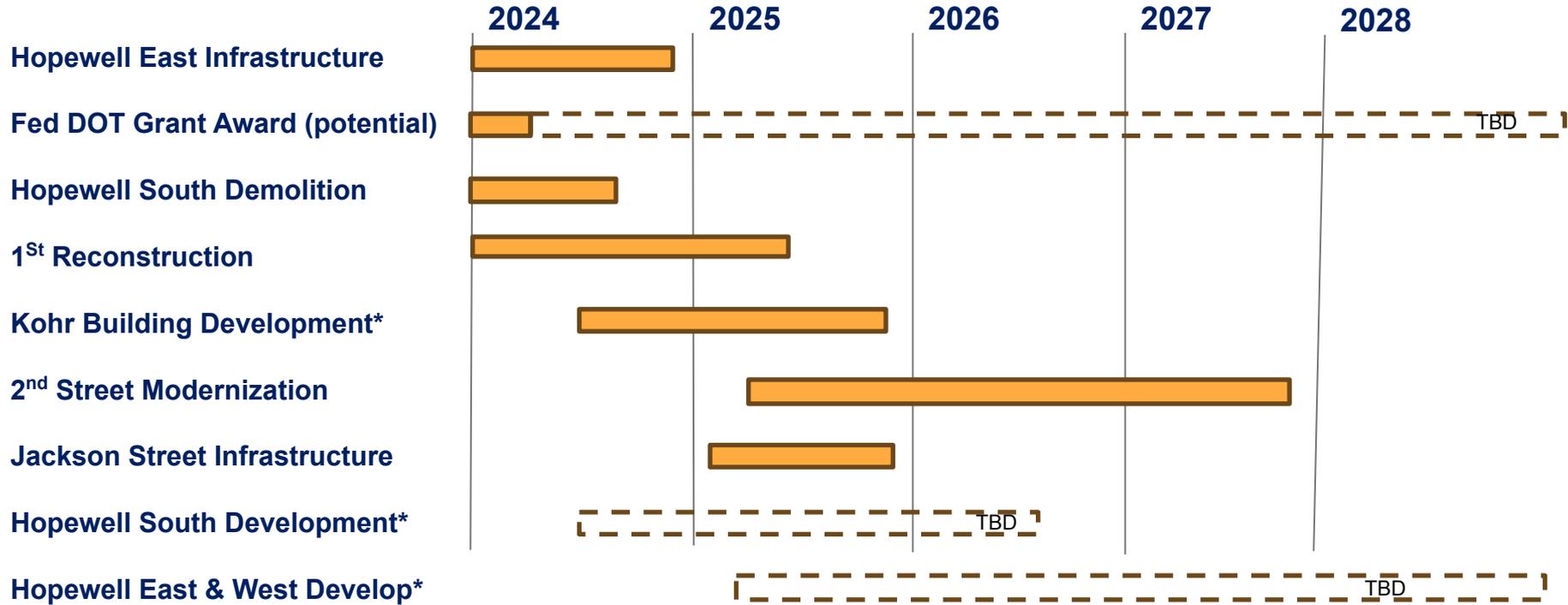


# KEY UPDATE: STAKEHOLDER ENGAGEMENT

- **Direct Outreach through Neighborhood Organizations**
  - CONA, Prospect Hill, McDoel Gardens, Near Westside
- **Alerts about Upcoming Work**
  - City's weekly infrastructure update and door hangers
  - City Council and Redevelopment Commission Meetings
  - Website: [hopewellbloomington.org](https://hopewellbloomington.org) with online opt-in group
  - Steering Committee
- **On-Site**
  - Ground-breaking events
  - Signage
- **Engaging the Development and Construction Community**
  - Individual outreach and preparation for future RFI process
  - Monroe County Apartment Association- MCAA
  - Builders Association of South-Central Indiana
  - Exchange Club



# KEY UPDATE: PROJECTED TIMELINE



\*Dependent on private development

# LOOKING AHEAD TO 2024

## 2024

- Private development opportunities
- Kohr building redevelopment commences
- 1st St Reconstruction commences
- Hopewell East infrastructure construction completion and art installation
- Hopewell South building demolition
- Platting processes continues

## Challenges will continue

- Construction costs are high
- Interest rates are high
- Need for additional infrastructure funding



# Hopewell

2023  
Year in Review

If you have questions about this document, contact:  
[dkunce@jsheld.com](mailto:dkunce@jsheld.com)



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This item creates a Capital Improvement Board (CIB). The CIB, as drafted, would be responsible for leading the Convention Center expansion project including selecting the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage.

The project will also require additional agreements, including and interlocal cooperation agreement with the City of Bloomington.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

Presenter:

**Speaker(s) for Zoom purposes:**

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

**ORDINANCE 2023-24**

**AN ORDINANCE OF THE MONROE COUNTY BOARD OF COMMISSIONERS  
CREATING A CAPITAL IMPROVEMENT BOARD TO DIRECT  
CONVENTION CENTER SITE SELECTION, DESIGN, CONSTRUCTION, AND OPERATIONS**

**WHEREAS**, Monroe County Government established, maintained, and has operated the Monroe Convention Center (“Convention Center”) for more than thirty years, using Innkeeper’s Tax Funds provided for by Indiana Code 6-9-4 et seq. and appropriated by the Monroe County Council (“County Council”); and,

**WHEREAS**, the Monroe County Board of Commissioners (“Commissioners”) have purchased real property, funded through bonds and appropriations approved by the County Council, for the expansion of the Convention Center; and,

**WHEREAS**, the Indiana General Assembly enabled the County Council to enact a County Food and Beverage Tax in 2009, with the passage of P.L. 176-2009, SEC. 21; and,

**WHEREAS**, the County Council, relying upon assurances of collaboration and partnership issued by the City of Bloomington Common Council and Mayor of Bloomington, the County Council adopted Ordinance 2017-51, which authorized the Monroe County Food and Beverage Tax (“Tax”); and,

**WHEREAS**, local enabling Ordinance 2017-51 confirmed and affirmed the state-law provisions providing for a Food and Beverage Advisory Commission (“Commission”) to “*coordinate and assist efforts of the County and City of Bloomington fiscal bodies*” and requiring legislative action to seek and receive the Commission’s recommendations of all expenditures prior to the legislative approval of any expenditures of Tax proceeds; and,

**WHEREAS**, the Commissioners wish to follow state law procedures and those procedures which are required by Ordinance 2017-51, including reliance upon Commission to coordinate and assist the City and the County Council regarding the utilization of Tax receipts and requiring legislative oversight and action, which may not be contradicted or delegated under the guise of Indiana’s Home Rule authority; and,

**WHEREAS**, the Commissioners, County Council, City, and Mayor (“Elected Officials”) met on at least three occasions in 2019 in order to resolve issues regarding construction and future operation and management of the Convention Center; and,

**WHEREAS**, the discussions were delayed due to the COVID-19 pandemic; and,

**WHEREAS**, in 2022, the City of Bloomington expressed a wish to move forward with the project and expressed urgency due to the possibility of state legislation which would rescind the local Food and Beverage Tax; and,

**WHEREAS**, the City’s offer did not reflect the status of the negotiations from 2019 with the Commissioners; and,

**WHEREAS**, the Commissioners, wish to move forward with the 2019 structure, which included a CIB, however, there is a concern that the City does not; and,

**WHEREAS**, a Capital Improvement Board (“CIB”), discussed by the Elected Officials and authorized pursuant to Indiana Code 36-10-8 et seq., is a natural option to direct Convention Center site selection, design, construction, and operations, as it is a governmental entity created for this very purpose, protected by the Tort Claims Act, and completely transparent and publicly accountable; and,

**WHEREAS**, the Commissioners do not support the creation of an independent 501c3 corporation, due to the lack of legally-required transparency, the lack of Tort Claim liability protection, and the inherent risks that are associated with the “flexibility” provided to a 501c3; and,

**WHEREAS**, the Commissioners wish to see the Convention Center expansion and its ongoing operations advance and be directed by a bipartisan, neutral CIB, which is composed of appointments made by the City and County, who are empowered under state law and Ordinance 2017-51; and,

**WHEREAS**, the Commissioners look forward to working with their City colleagues to expeditiously move forward making appointments to a CIB so that the Convention Center expansion may proceed, and the process no longer stalled.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA.**

Section 1. A Capital Improvement Board ("CIB") is hereby created, pursuant to Indiana Code 36-10-8 et seq. to manage and direct the affairs of the Monroe County Convention Center ("Convention Center") and its expansion.

Section 2. The CIB shall be composed of seven (7) members, consistent with IC 36-10-8-4. The units of government which shall make appointments to the CIB are Monroe County and the City of Bloomington. Specifically, Monroe County ("County") shall appoint three (3) members and the City of Bloomington ("City") shall appoint three (3) members. Those six (6) members appointed shall appoint the seventh appointment, such appointment must comply with IC 36-10-8-4 (b). The Mayor shall appoint two members to the CIB, the appointments must not be from the same political party. The City Council shall appoint one member to the CIB. The County Commissioners shall appoint two members to the CIB, the appointments must not be from the same political party. The County Council shall appoint one member to the CIB. To create staggered appointments, the first round of appointments made by the Mayor and the County Commissioners will expire ending on January 15, 2024. All other and subsequent appointments will be two-year appointments to the CIB.

Section 3. The CIB shall have all authority permitted by law, however, the CIB shall not be allowed to employ or have appointed to the Board of Directors any Monroe County or City of Bloomington elected officials, employees, or board members who oversee any potential local governmental funding stream, such as Redevelopment funds, Innkeepers tax, or Food and Beverage Tax. It is the intent of the Commissioners, with this limiting provision, to avoid conflicts of interest and to ensure independent and fair decision-making by the CIB.

Section 4. The CIB shall select the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage.

Section 5. In accordance with Section 3 and 4, this ordinance is subject to both the City of Bloomington and the Monroe County Officials to perform statutory functions. The Commissioners vow to work with their colleagues at the City to transfer the necessary real property for the actual expansion, execute all agreements, and take any/all steps necessary in order to allow the CIB to fulfill the statutory duties contained in Indiana Code 36-10-8 et seq., including the financing, construction, equipping, operating, and maintaining of the capital improvements that are and will be a part of the Monroe County Convention Center. The building and parking lot currently utilized for County Election Operations will not be made available until the conclusion of the November General Election in 2024.

Section 6. This Ordinance takes effect upon passage by the Commissioners.

Approved this 5th day of July 2023, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"



7/6/2023

Penny Githens, President



7/6/2023

Julie Thomas, Vice President



7/7/2023

Lee Jones, Member

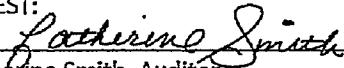
"NAYS"

Penny Githens, President

Julie Thomas, Vice President

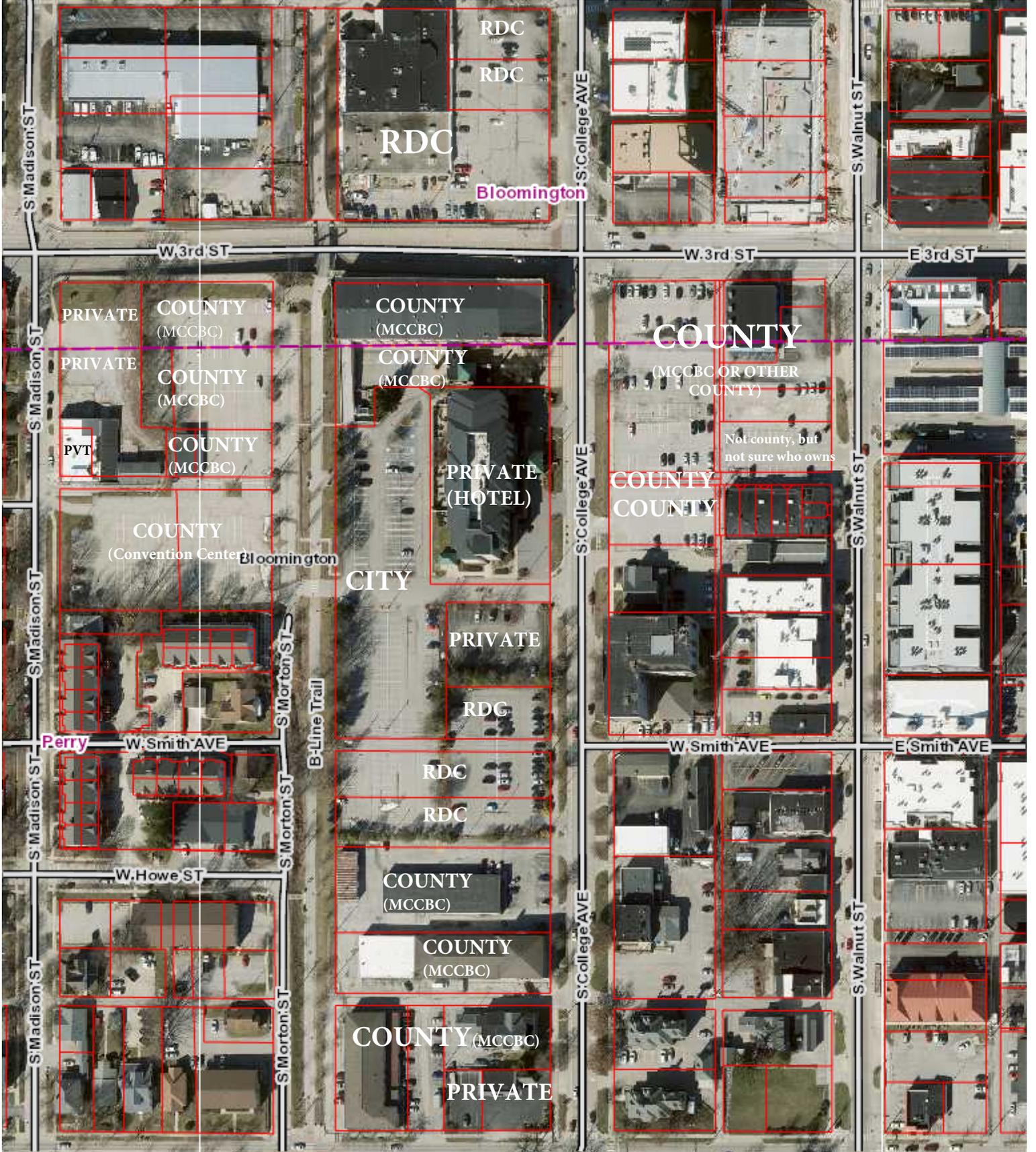
Lee Jones, Member

ATTEST:



Catherine Smith, Auditor

West 4th Street



**23-105**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF GENERAL TRADES CONSTRUCTION CONTRACT FOR SHOWERS WEST**

- 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, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, The RDC approved a purchase agreement for 320 W. 8<sup>th</sup> Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, part of the redevelopment of the Property includes making certain improvements to configure the Property for public safety use (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to provide electrical services for the property consistent with the Project design (“Services”); and
- WHEREAS, the RDC received five (5) bids for the Services, and SCS Construction Services, Inc. (“SCS”) was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with SCS to perform the Services for an amount not to exceed \$4,623,400.00 (“Agreement”); and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public's best interests and, if necessary, is an appropriate use of Consolidated TIF.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.
3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funding may be expended up to an amount not to exceed Four Million Six Hundred Twenty-Three Thousand Four Hundred Dollars and No Cents (\$4,623,400.00). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**Redevelopment Commission**  
**CONTRACTOR**  
**FOR**  
**Showers West Renovation**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (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 Bid on the Bid Summary sheet; and  
WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and  
WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said Project NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as

**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 within 365 calendar days from the date of the 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 in an amount not to exceed \$4,623,400.00 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 Construction Manager or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

#### **ARTICLE 4. RETAINAGE**

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

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

**4.02** Payment of Retainage Amount. The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

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

**4.05 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.

**4.06 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/Construction Manager. 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 Legal Department 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 and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. 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:

#### **Coverage Limits**

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
F.	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 Substitution:** 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 such material or equipment is equal to that specified shall be made by the Construction Manager and/or Architect. The approval by the Construction Manager 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 Construction Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Construction Manager 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.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Heather Lacy	Attn: Scott Kennell, President
401 N. Morton St., Suite # 220	173 E. Broadway Street 100
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 fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17** **Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR'S employee drug testing program.

CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: 12/15/2023

City of Bloomington

Redevelopment Commission

BY: \_\_\_\_\_

Cindy Kinnarney, President, Redevelopment Commission

\_\_\_\_\_  
City of Bloomington Representative

BY:  \_\_\_\_\_

Contractor Representative

Scott Kennell  
Printed Name

President  
Title of Contractor Representative

ATTACHMENT "A"

**"SCOPE OF WORK"**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

City of Bloomington - Shower's West  
 BID PACKAGES  
 Summary of Work - Multiple Contracts  
 REV 0 11/05/2023



**BID PACKAGES**

	BP 01 - GENERAL TRADES	BP 02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
<b>DIVISION 00 PROCUREMENT</b>						
SECTION 00 00 01 - COVER SHEET	X	X	X	X		
SECTION 00 00 02 - CERTIFICATION	X	X	X	X		
SECTION 00 01 10 - TABLE OF CONTENTS	X	X	X	X		
<b>DIVISION 01 GENERAL REQUIREMENTS</b>						
All Division 01 - GENERAL REQUIREMENTS CONTENT	X		X	X		
<b>DIVISION 02 EXISTING CONDITIONS</b>						
SECTION 02 41 13 - SELECTIVE SITE DEMOLITION	X					
SECTION 02 41 19 - SELECTIVE DEMOLITION	X					
<b>DIVISION 03 CONCRETE</b>						
SECTION 03 10 00 - CONCRETE FORMWODK	X					
SECTION 03 20 00 - CONCRETE REINFORCEMENT	X					
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE	X					
SECTION 03 60 00 - EPOXY GROUT	X					
SECTION 03 60 01 - GROUTING	X					
SECTION 03 62 00 - NON-SHRINK GROUTING	X					
<b>DIVISION 04 MASONRY</b>						
SECTION 04 22 00 - UNIT MASONRY	X					
<b>DIVISION 05 METALS</b>						
SECTION 05 12 00 - STRUCTURAL STEEL FRAMING	X					
SECTION 05 50 00 - METAL FABRICATIONS	X					
SECTION 05 73 13 - GLAZED DECORATIVE METAL RAILINGS	X					
SECTION 05 75 00 - DECORATIVE FORMED METAL	X					
<b>DIVISION 06 WOOD, PLASTICS, AND COMPOSITES</b>						
SECTION 06 10 00 - ROUGH CARPENTRY	X					
SECTION 06 16 00 - SHEATHING	X					
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS	X					
SECTION 06 44 00 - ORNAMENTAL WOODWORK	X					
SECTION 06 64 00 - PLASTIC PANELING	X					
<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>						
SECTION 07 84 13 - PENTRATION FIRE-STOPPING	X					
SECTION 07 84 43 - JOINT FIRE-STOPPING	X					
SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)	X					
SECTION 07 92 00 - JOINT SEALANTS (PLUMBING FIXTURES)			X			
SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS	X					
<b>DIVISION 08 OPENINGS</b>						
SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES	X					
SECTION 08 14 16 - FLUSH WOOD DOORS	X					
SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS	X					
SECTION 08 56 69 - WINDOW ALUMINUM TRANSACTION	X					
SECTION 08 71 00 - DOOR HARDWARE	X					
SECTION 08 80 00 - GLAZING	X					
SECTION 08 83 00 - MIRRORS	X					
<b>DIVISION 09 FINISHES</b>						
SECTION 09 22 16.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES	X					
SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING	X					
SECTION 09 29 00 - GYPSUM BOARD	X					
SECTION 09 30 13 - CERAMIC TILING	X					
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS	X					
SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES	X					
SECTION 09 65 16 - RESILIENT SHEET FLOORING	X					
SECTION 09 65 19 - RESILIENT TILE FLOORING	X					
SECTION 09 68 13 - TILE CARPETING	X					
SECTION 09 72 00 - WALL COVERINGS	X					
SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION	X					
SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS	X					
SECTION 09 91 13 - EXTERIOR PAINTING	X					
SECTION 09 91 23 - INTERIOR PAINTING	X					
<b>DIVISION 10 SPECIALTIES</b>						
SECTION 10 26 00 - WALL AND DOOR PROTECTION	X					
SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES	X					
SECTION 10 44 13- FIRE PROTECTION CABINETS	X					
SECTION 10 44 16 - FIRE EXTINGUISHERS	X					
SECTION 10 56 26 - HIGH-DENSITY STORAGE	X					
<b>DIVISION 12 FURNISHINGS</b>						

	BP-01 - GENERAL TRADES	BP-02 FIRE PROTECTION	BP-03 - PLUMBING & HVAC	BP-04 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL		
SECTION 12 24 13 - ROLLER WINDOW SHADES	X					
SECTION 12 36 16 - METAL COUNTERTOPS	X					
SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS	X					
SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS	X					
<b>DIVISION 21 - FIRE SUPPRESSION</b>						
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS		X				
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS		X				
<b>DIVISION 22 - PLUMBING</b>						
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING			X			
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT			X			
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING			X			
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING			X			
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 07 00 - PLUMBING INSULATION			X			
SECTION 22 08 00 - PLUMBING COMMISSIONING			X			
SECTION 22 11 16 - DOMESTIC WATER PIPING			X			
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES			X			
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING			X			
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES			X			
SECTION 22 14 13 - STORM DRAINAGE PIPING			X			
SECTION 22 14 23 - STORM DRAINAGE PIPING SPECIALTIES			X			
SECTION 22 40 00 - PLUMBING FIXTURES			X			
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES			X			
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS			X			
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>						
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC			X			
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC			X			
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING			X			
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING			X			
SECTION 23 05 029 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT			X			
SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC			X			
SECTION 23 05 53 - IDENTIFICATION FOR HVAC						
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC			X			
SECTION 23 07 00 - HVAC INSULATION			X			
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS			X			
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM			X			
SECTION 23 21 13 - HYDRONIC PIPING			X			
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES			X			
SECTION 23 21 23 - HYDRONIC PUMPS			X			
SECTION 23 25 00 - HVAC WATER TREATMENT			X			
SECTION 23 31 13 - METAL DUCTS			X			
SECTION 23 31 16 - NONMETAL DUCTS			X			
SECTION 23 33 00 - AIR DUCT ACCESSORIES			X			
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES			X			
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS			X			
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS			X			
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS			X			
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS			X			
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS			X			
<b>DIVISION 26 - ELECTRICAL</b>						
SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS				X		
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES				X		
SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES				X		
SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS				X		
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS				X		
SECTION 26 09 13 - ELECTRICAL POWER MONITORING				X		
SECTION 26 09 23 - LIGHTING CONTROL DEVICES				X		
SECTION 26 24 13 - SWITCHBOARDS				X		
SECTION 26 24 16 - PANELBOARDS				X		
SECTION 26 27 26 - WIRING DEVICES				X		
SECTION 26 28 13 - FUSES				X		
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS				X		
SECTION 26 29 13.03 - MANUAL AND MAGNETIC MOTOR CONTROLLERS				X		
SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS				X		

	BP 01 - GENERAL TRADES	BP-02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL		
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS				X		
SECTION 26 51 19 - LED INTERIOR LIGHTING				X		
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING				X		
<b>DIVISION 27 - COMMUNICATIONS</b>						
SECTION 27 05 00 - COMMON WORK RESULTS				X		
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS				X		
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS				X		
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING				X		
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING				X		
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>						
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS				X		
SECTION 28 31 11 - FIRE ALARM SYSTEM				X		
<b>DIVISION 31 - EARTHWORK</b>						
SECTION 31 1000 - SITE CLEARING	X					
SECTION 31 20 00 - EARTHMOVING	X					
SECTION 31 23 00 - EXCAVATION AND FILL	X					
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>						
SECTION 32 12 16 - ASPHALT PAVING	X					
SECTION 32 13 13 - CONCRETE PAVING	X					
SECTION 32 92 00 - TURF AND GRASSES	X					
SECTION 32 31 11 - PLANTS	X					

**November 6, 2023 CITY OF BLOOMINGTON – Showers West Project**  
**Bid Package 01 –General Trades**



**Section 03D - Bid Package 01 - Scope of Work**

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showers West– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 01 – General Trades

All work associated with addendum #1, 2, & 3 within the bid package 1.

All work associated with addendum with Alternate #3 within bid package 1.

<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 02 EXISTING CONDITIONS</b>
SECTION 02 41 13 – SELECTIVE SITE DEMOLITION
SECTION 02 41 19 – SELECTIVE DEMOLITION
<b>DIVISION 03 CONCRETE</b>
SECTION 03 10 00 – CONCRETE FORMWORK
SECTION 03 20 00 – CONCRETRE REINFORCEMENT
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE
SECTION 03 60 00 – EPOXY GROUT
SECTION 03 60 01 - GROUTING
SECTION 03 62 00 – NON-SHRINK GROUTING
<b>DIVISION 04 MASONRY</b>
SECTION 04 22 00 - UNIT MASONRY
<b>DIVISION 05 METALS</b>
SECTION 05 12 00 - STRUCTURAL STEEL
SECTION 05 50 00 - METAL FABRICATIONS
SECTION 05 73 13 – GLAZED DECORATIVE METAL RAILINGS
SECTION 05 75 00 - DECORATIVE FORMED METAL
<b>DIVISION 06 WOOD, PLASTICS, AND COMPOSITES</b>
SECTION 06 10 00 -ROUGH CARPENTRY
SECTION 06 16 00 - SHEATHING
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS
SECTION 06 44 00 - ORNAMENTAL WOODWORK
SECTION 06 64 00 - PLASTIC PANELING
<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>
SECTION 07 84 13 – PENETRATION FIRE-STOPPING
SECTION 07 84 43 - JOINT FIRE-STOPPING

SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)

SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS

**DIVISION 08 OPENINGS**

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

SECTION 08 14 16 - FLUSH WOOD DOORS

SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS

SECTION 09 56 69 - WINDOW ALUMINUM TRANSACTION

SECTION 08 71 00 - DOOR HARDWARE

SECTION 08 80 00 - GLAZING

SECTION 08 83 00 - MIRRORS

**DIVISION 09 FINISHES**

SECTION 09 22 16.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

SECTION 09 29 00 - GYPSUM BOARD

SECTION 09 30 13 - CERAMIC TILING

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES

SECTION 09 65 16 - RESILIENT SHEET FLOORING

SECTION 09 65 19 - RESILIENT TILE FLOORING

SECTION 09 68 13 - TILE CARPETING

SECTION 09 72 00 - WALL COVERINGS

SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION

SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS

SECTION 09 91 13 - EXTERIOR PAINTING

SECTION 09 91 23 - INTERIOR PAINTING

**DIVISION 10 SPECIALTIES**

SECTION 10 26 00 - WALL AND DOOR PROTECTION

SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES

SECTION 10 44 13- FIRE PROTECTION CABINETS

SECTION 10 44 16 - FIRE EXTINGUISHERS

SECTION 10 56 26 - HIGH-DENSITY STORAGE

**DIVISION 12 FURNISHINGS**

SECTION 12 24 13 - ROLLER WINDOW SHADES

SECTION 12 36 16 - METAL COUNTERTOPS

SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS

SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS

**DIVISION 31 EARTHWORK**

SECTION 31 10 00 - SITE CLEARING

SECTION 31 20 00 - EARTHMOVING

SECTION 31 23 00 - EXCAVATION AND FILL

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

SECTION 32 12 16 - ASPHALT PAVING

SECTION 32 13 13 - CONCRETE PAVING

SECTION 32 92 00 - TURF AND GRASSES

SECTION 32 93 00 – PLANTS

**Showers West BP-01 GENERAL TRADES**  
**Thursday, September 7, 2023**

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- B. Provide and install **Bid Package 01 – General Trades** - for the City of Bloomington – Showers West Project, as defined by the project documents. This shall specifically include, but not be limited to:
1. Contractor shall provide building permit.
  2. Contractor shall be responsible for final cleaning.
  3. Contractor to provide a dedicated space onsite within the Showers West Project for the WBBG project superintendent minimum area to allow for coordination meetings of 20 people. Area shall have working outlets, lights, and a secure keyed door.
  4. Contractor responsible for moving a minimum of two office desks and folding tables and chairs into the temporary conference room/office (furniture provided by CM) if deemed necessary by the site superintendent.
  5. Contractor to provide OSHA approved first aids kits, air horns, safety signage and display board for Federal, State, and WBBG paperwork.
  6. Contractor to provide complete turn-key General Trades package.
  7. Contractor is responsible for security within the construction area such as temporary doors, windows, locks and signs.
  8. Contractor to provide and install a project sign with jobsite information, Architect and CM information and logos.
  9. Contractor is responsible for all temporary facilities including restrooms, sanitation stations, containerized drinking water and waste cans.
  10. Contractor to provide dumpsters for all trades for the duration of the project.
  11. Contractor is responsible for regular project cleaning and dust control (Floor sweep as needed, no less than once a week).
  12. Contractor is responsible for final cleaning upon reaching substantial completion.
  13. Contractor shall provide all cast-in-place concrete within the building lines inclusive of grade beams, footings, pile caps, mats, pits, piers, mud sills, foundation walls, slabs-on-grade, slabs-on-metal deck, elevated slabs, beams, columns, shear walls, curbs, pads, loading dock associated concrete, concrete metal pan stairs, etc.
  14. Contractor to provide all engineering and layout as required for the execution of this work.
  15. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
  16. Contractor shall provide any soil treatment/termite protection if required.
  17. Contractor to provide all excavation for footings, pile caps, sills, foundations, and other work included in this bid package. Mass excavation of the site shall be provided by Bid Package 01 – Site Clearing, Earthwork & Site Utilities.
  18. Contractor shall provide dewatering as necessary to complete its work.
  19. Contractor shall provide all backfill of its own work inclusive of foundation walls to final subgrade elevations.
  20. Contractor shall provide all granular fill, vapor barrier, and other under slab requirements as required.
  21. Contractor shall provide all concrete formwork and accessories. Final cleaning of all formwork immediately prior to placement of concrete shall be accomplished.
  22. Contractor shall provide all reinforcing steel, wire mesh, lenton couplers, cad-welds, drilling, epoxy, and accessories as required.
  23. Contractor shall provide for the installation of all concrete inserts, embedded anchors, angles, plates, accessories, etc. as indicated or required for other bid packages (i.e. anchor bolts, dovetail slot, coil bolts, etc.). Miscellaneous steel and anchor bolts shall be provided by the appropriate Bid Package 03 – Structural Steel.

24. Contractor shall provide all concrete finishing inclusive of floating, troweling, pointing, patching, rubbing, grinding, chipping, staining, patterning, polishing, hardeners, and any other special concrete finishes as required.
25. Contractor shall provide all waterproofing and damp proofing at concrete walls, pits, and/or slabs-on-grade.
26. Contractor shall provide all foundation and under slab drainage systems, with porous granular fill, piping and geotextile fabric, vapor barriers, drainage mat, etc
27. Contractor shall provide all rigid insulation on the fill side of foundation walls, grade beams and under slabs-on-grade as required.
28. Contractor shall provide all caulking, sealants, and firestopping as required for this bid package scope of work.
29. Contractor shall provide all concrete grout for column base plates, elevator sills, equipment pits, expansion joints, etc.
30. Contractor shall provide all shoring and bracing as required.
31. Contractor, upon placement of slabs for the steel structure, shall provide wooden toe boards at perimeter and all openings as required. Verify existing perimeter and floor opening barricades are secure. If barricades are not secure, then replace, re-secure, or provide new. If new barricades are necessary, provide intermediate posts at a minimum of 10' o.c. Provide turnbuckles for removable areas for staging materials as directed by Weddle. Include safety flagging at a minimum of 6' o.c. Install toe boards immediately upon the creation of the opening or edge condition. Maintain toe boards throughout the duration of this bid package and/or as directed by Weddle.
32. Contractor shall provide all expansion joints and covers embedded within this work.
33. Contractor shall provide all concrete saw cutting as required.
34. Contractors shall work with the BP-08 and BP-09 to provide all necessary temporary power, water, and lighting as required for construction of this work.
35. Contractor shall provide all ramps and ladders as required for general use.
36. Contractor shall provide any provision necessary for cold weather work as required. Provisions to be inclusive of hot water, temporary heat, enclosures, blankets, etc.
37. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work. This contractor shall be responsible for maintaining as-builts throughout the project. Documents shall be kept in a central location and readily available for the Contractor to review.
38. Contractor shall provide any provision necessary for warm weather work as required.
39. Contractors shall provide protection of adjacent surfaces from concrete spillage. Should adjacent surfaces be affected, remove all splatters and spillage while restoring surfaces to original condition or replace.
40. Contractor shall provide clean up and off-site disposal of all excess concrete, formwork, reinforcing steel, and unused excavated materials resulting from this work.
41. Contractor to provide secure temporary fence around construction laydown area. Fence to have vision screen and lockable gate. Minimum 6'-0" tall.
42. Responsible for all site concrete including generator pads, bollards, aprons etc.
43. Responsible for all saw cutting and material excavation required for installation of generator enclosure and building feed. Installation of subsurface raceway and conduit to be coordinated with BP-04.
44. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

**23-106  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ELECTRICAL CONTRACT FOR SHOWERS WEST**

- 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, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, The RDC approved a purchase agreement for 320 W. 8<sup>th</sup> Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, part of the redevelopment of the Property includes making certain improvements to configure the Property for public safety use (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to provide electrical services for the property consistent with the Project design (“Services”); and
- WHEREAS, the RDC received two (2) bids for the Services, and Cassady Electrical Contractors, Inc. (“Cassady”) was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Cassady to perform the Services for an amount not to exceed \$3,655,900.00 (“Agreement”); and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public's best interests and, if necessary, is an appropriate use of Consolidated TIF.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.
3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funding may be expended up to an amount not to exceed Three Million, Six Hundred Fifty-Five Thousand, Nine Hundred Dollars and No Cents (\$3,655,900). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**Redevelopment Commission**  
**CONTRACTOR**  
**FOR**  
**Showers West Renovation**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (hereinafter City), and Cassady Electrical Contractors, 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 Bid on the Bid Summary sheet; and  
WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and  
WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said Project NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as

**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 within 365 calendar days from the date of the 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 in an amount not to exceed \$3,655,900.00. 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 Construction Manager or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

#### **ARTICLE 4. RETAINAGE**

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

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

**4.02 Payment of Retainage Amount.** The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

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

**4.05 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.

**4.06 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/Construction Manager. 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 Legal Department 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 and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. 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:

**Coverage Limits**

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
F.	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 Substitution:** 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 such material or equipment is equal to that specified shall be made by the Construction Manager and/or Architect. The approval by the Construction Manager 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 Construction Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Construction Manager 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.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Heather Lacy	Attn: Mike Cassady , President
401 N. Morton St., Suite # 220	P.O. Box 53
Bloomington, Indiana 47404	Ellettsville, IN 47429

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

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

**5.17. Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18. Verification of Employees' Immigration Status**

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

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

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

**5.19. Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR'S employee drug testing program.

CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: December 14, 2023

City of Bloomington

Redevelopment Commission

BY:

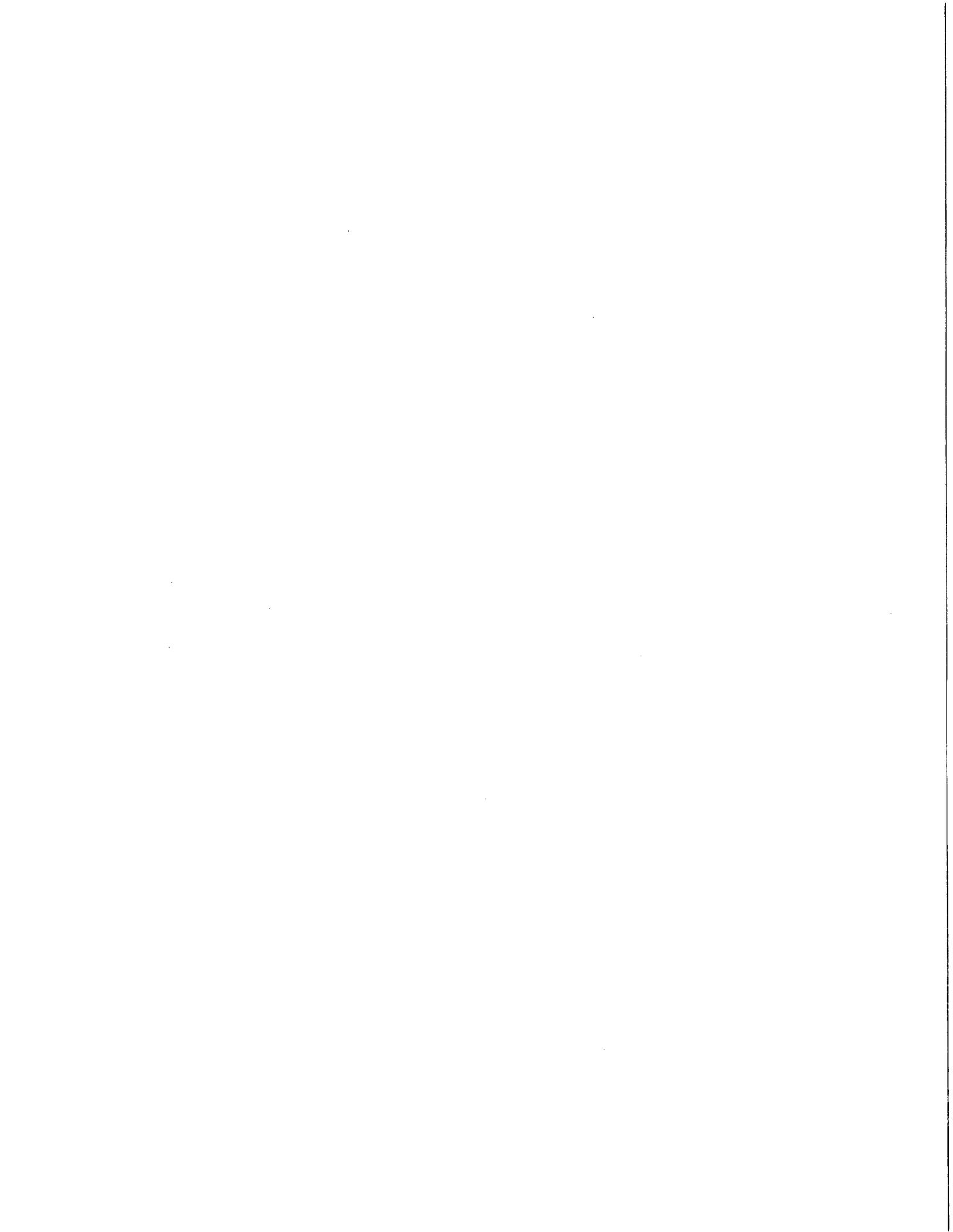
\_\_\_\_\_  
Cindy Kinnarney, President, Redevelopment Commission

BY: Mike Cassidy  
Contractor Representative

Mike Cassidy  
Printed Name

\_\_\_\_\_  
City of Bloomington Representative

President  
Title of Contractor Representative



ATTACHMENT "A"

**"SCOPE OF WORK"**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

City of Bloomington -Shower's West  
 BID PACKAGES  
 Summary of Work - Multiple Contracts  
 REV 0 11/05/2023



BID PACKAGES

	BP 01 - GENERAL TRADES	BP-02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL			
<b>DIVISION 00 PROCUREMENT</b>							
SECTION 00 00 01 - COVER SHEET	X	X	X	X			
SECTION 00 00 02 - CERTIFICATION	X	X	X	X			
SECTION 00 01 10 - TABLE OF CONTENTS	X	X	X	X			
<b>DIVISION 01 GENERAL REQUIREMENTS</b>							
All Division 01 - GENERAL REQUIREMENTS CONTENT	X		X	X			
<b>DIVISION 02 EXISTING CONDITIONS</b>							
SECTION 02 41 13 - SELECTIVE SITE DEMOLITION	X						
SECTION 02 41 19 - SELECTIVE DEMOLITION	X						
<b>DIVISION 03 CONCRETE</b>							
SECTION 03 10 00 - CONCRETE FORMWODK	X						
SECTION 03 20 00 - CONCRETE REINFORCEMENT	X						
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE	X						
SECTION 03 60 00 - EPOXY GROUT	X						
SECTION 03 60 01 - GROUTING	X						
SECTION 03 62 00 - NON-SHRINK GROUTING	X						
<b>DIVISION 04 MASONRY</b>							
SECTION 04 22 00 - UNIT MASONRY	X						
<b>DIVISION 05 METALS</b>							
SECTION 05 12 00 - STRUCTURAL STEEL FRAMING	X						
SECTION 05 50 00 - METAL FABRICATIONS	X						
SECTION 05 73 13 - GLAZED DECORATIVE METAL RAILINGS	X						
SECTION 05 75 00 - DECORATIVE FORMED METAL	X						
<b>DIVISION 06 WOOD, PLASTICS, AND COMPOSITES</b>							
SECTION 06 10 00 - ROUGH CARPENTRY	X						
SECTION 06 16 00 - SHEATHING	X						
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS	X						
SECTION 06 44 00 - ORNAMENTAL WOODWORK	X						
SECTION 06 64 00 - PLASTIC PANELING	X						
<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>							
SECTION 07 84 13 - PENTRATION FIRE-STOPPING	X						
SECTION 07 84 43 - JOINT FIRE-STOPPING	X						
SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)	X						
SECTION 07 92 00 - JOINT SEALANTS (PLUMBING FIXTURES)			X				
SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS	X						
<b>DIVISION 08 OPENINGS</b>							
SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES	X						
SECTION 08 14 16 - FLUSH WOOD DOORS	X						
SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS	X						
SECTION 08 56 69 - WINDOW ALUMINUM TRANSACTION	X						
SECTION 08 71 00 - DOOR HARDWARE	X						
SECTION 08 80 00 - GLAZING	X						
SECTION 08 83 00 - MIRRORS	X						
<b>DIVISION 09 FINISHES</b>							
SECTION 09 22 16.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES	X						
SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING	X						
SECTION 09 29 00 - GYPSUM BOARD	X						
SECTION 09 30 13 - CERAMIC TILING	X						
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS	X						
SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES	X						
SECTION 09 65 16 - RESILIENT SHEET FLOORING	X						
SECTION 09 65 19 - RESILIENT TILE FLOORING	X						
SECTION 09 68 13 - TILE CARPETING	X						
SECTION 09 72 00 - WALL COVERINGS	X						
SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION	X						
SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS	X						
SECTION 09 91 13 - EXTERIOR PAINTING	X						
SECTION 09 91 23 - INTERIOR PAINTING	X						
<b>DIVISION 10 SPECIALTIES</b>							
SECTION 10 26 00 - WALL AND DOOR PROTECTION	X						
SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES	X						
SECTION 10 44 13- FIRE PROTECTION CABINETS	X						
SECTION 10 44 16 - FIRE EXTINGUISHERS	X						
SECTION 10 56 26 - HIGH-DENSITY STORAGE	X						
<b>DIVISION 12 FURNISHINGS</b>							

	BP 01 - GENERAL TRADES	BP-02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
SECTION 12 24 13 - ROLLER WINDOW SHADES	X					
SECTION 12 36 16 - METAL COUNTERTOPS	X					
SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS	X					
SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS	X					
<b>DIVISION 21 - FIRE SUPPRESSION</b>						
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS		X				
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS		X				
<b>DIVISION 22 - PLUMBING</b>						
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING			X			
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT			X			
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING			X			
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING			X			
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 07 00 - PLUMBING INSULATION			X			
SECTION 22 08 00 - PLUMBING COMMISSIONING			X			
SECTION 22 11 16 - DOMESTIC WATER PIPING			X			
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES			X			
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING			X			
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES			X			
SECTION 22 14 13 - STORM DRAINAGE PIPING			X			
SECTION 22 14 23 - STORM DRAINAGE PIPING SPECIALTIES			X			
SECTION 22 40 00 - PLUMBING FIXTURES			X			
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES			X			
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS			X			
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>						
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC			X			
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC			X			
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING			X			
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING			X			
SECTION 23 05 029 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT			X			
SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC			X			
SECTION 23 05 53 - IDENTIFICATION FOR HVAC			X			
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC			X			
SECTION 23 07 00 - HVAC INSULATION			X			
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS			X			
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM			X			
SECTION 23 21 13 - HYDRONIC PIPING			X			
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES			X			
SECTION 23 21 23 - HYDRONIC PUMPS			X			
SECTION 23 25 00 - HVAC WATER TREATMENT			X			
SECTION 23 31 13 - METAL DUCTS			X			
SECTION 23 31 16 - NONMETAL DUCTS			X			
SECTION 23 33 00 - AIR DUCT ACCESSORIES			X			
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES			X			
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS			X			
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS			X			
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS			X			
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS			X			
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS			X			
<b>DIVISION 26 - ELECTRICAL</b>						
SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS				X		
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES				X		
SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES				X		
SECTION 25 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS				X		
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS				X		
SECTION 26 09 13 - ELECTRICAL POWER MONITORING				X		
SECTION 26 09 23 - LIGHTING CONTROL DEVICES				X		
SECTION 26 24 13 - SWITCHBOARDS				X		
SECTION 26 24 16 - PANELBOARDS				X		
SECTION 26 27 26 - WIRING DEVICES				X		
SECTION 26 28 13 - FUSES				X		
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS				X		
SECTION 26 29 13.03 - MANUAL AND MAGNETIC MOTOR CONTROLLERS				X		
SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS				X		

	BP 01 - GENERAL TRADES	BP-02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS				X		
SECTION 26 51 19 - LED INTERIOR LIGHTING				X		
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING				X		
<b>DIVISION 27 - COMMUNICATIONS</b>						
SECTION 27 05 00 - COMMON WORK RESULTS				X		
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS				X		
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS				X		
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING				X		
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING				X		
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>						
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS				X		
SECTION 28 31 11 - FIRE ALARM SYSTEM				X		
<b>DIVISION 31 - EARTHWORK</b>						
SECTION 31 1000 - SITE CLEARING	X					
SECTION 31 20 00 - EARTHMOVING	X					
SECTION 31 23 00 - EXCAVATION AND FILL	X					
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>						
SECTION 32 12 16 - ASPHALT PAVING	X					
SECTION 32 13 13 - CONCRETE PAVING	X					
SECTION 32 92 00 - TURF AND GRASSES	X					
SECTION 32 31 11 - PLANTS	X					

**CITY OF BLOOMINGTON – Showers West Project**  
**Bid Package 04 – Electrical & Communications**  
**DATE November 6, 2023**



**Section 03D - Bid Package Scope of Work**

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with City of Bloomington Showes West– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 04 – Electrical & Communications

All work associated with addenda 1, 2, 3 associated with BP-04

All work associated with alternate #3 within bid package.

<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 26 - ELECTRICAL</b>
SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
SECTION 26 05 44 – SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEM
SECTION 26 09 23 – LIGTING CONTROL DEVICES
SECTION 26 24 13 - SWITCHBOARDS
SECTION 26 24 16 - PANELBOARDS
SECTION 26 27 26 – WIRING DEVICES
SECTION 26 28 13 - FUSES
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS
SECTION 26 36 00 – AUTOMACTIC TRANSFER SWITCHES
SECTION 26 51 19 - LED INTERIOR LIGHTING
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING
<b>DIVISION 27 - COMMUNICATIONS</b>
SECTION 27 05 00 - COMMON WORK RESULTS
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS

SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS AND CABLING
SECTION 28 31 11 - DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM

Provide and install **Bid Package 4 – Electrical, Communications** for the City of Bloomington – Showers West Project as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turn-key Electrical, Communications & Access Control package.
2. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
3. All labor and materials to complete the entirety of Divisions 26, 27 and 28 per the drawings and specifications.
4. Contractor shall provide and maintain all temporary electrical services including temporary lighting and power sources.
5. Light pole bases, cast-in-place or pre-cast shall be included in the cost of electrical work. Pre-cast required above grade.
6. All layout points, grades and elevations required for work in this bid package are the responsibility of the subcontractor.
7. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
8. Motor starters that are not provided for under Division 23.
9. Light wires.
10. Obtain any necessary permits for scope of work other than the overall building permit.
11. Connections to mechanical equipment.
12. Fire stopping at all electrical wall penetrations thru fire rated partitions.
13. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
14. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.
15. Contractor to participate in weekly jobsite cleaning while conducting work on site.
16. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

**23-107**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MECHANICAL AND PLUMBING CONTRACT FOR SHOWERS WEST**

- 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, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, The RDC approved a purchase agreement for 320 W. 8<sup>th</sup> Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, part of the redevelopment of the Property includes making certain improvements to configure the Property for public safety use (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to provide mechanical and plumbing for the property consistent with the Project design (“Services”); and
- WHEREAS, the RDC received bids from two contractors for the Services, and Harrell-Fish, Inc. (“HFI”) was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with HFI to perform the Services for an amount not to exceed \$4,128,000 (“Agreement”); and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public's best interests and, if necessary, is an appropriate use of Consolidated TIF.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.
3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funding may be expended up to an amount not to exceed Four Million, One Hundred Twenty-Eight Thousand Dollars and No Cents (\$4,128,000). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**Redevelopment Commission**  
**CONTRACTOR**  
**FOR**  
**Showers West Renovation**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (hereinafter City), and Harrell-Fish, 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 Bid on the Bid Summary sheet; and  
WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and  
WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said Project NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as

**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 within 365 **calendar days** from the date of the 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 in an amount not to exceed \$4,128,000.00 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 Construction Manager or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

#### **ARTICLE 4. RETAINAGE**

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

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

**4.02** **Payment of Retainage Amount.** The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

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

**4.05 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.

**4.06 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/Construction Manager. 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 Legal Department 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 and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. 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:

#### **Coverage Limits**

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
F.	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 Substitution:** 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 such material or equipment is equal to that specified shall be made by the Construction Manager and/or Architect. The approval by the Construction Manager 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 Construction Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Construction Manager 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.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Heather Lacy	Attn: Stephen B. Schlegel, Vice President
401 N. Morton St., Suite # 220	PO Box 1998
Bloomington, Indiana 47404	Bloomington, IN 47402

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

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

**5.17** **Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: \_\_\_\_\_

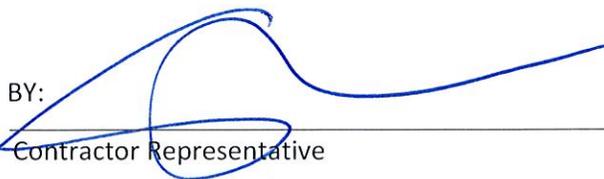
City of Bloomington

Redevelopment Commission

BY: \_\_\_\_\_

Cindy Kinnarney, President, Redevelopment Commission

\_\_\_\_\_  
City of Bloomington Representative

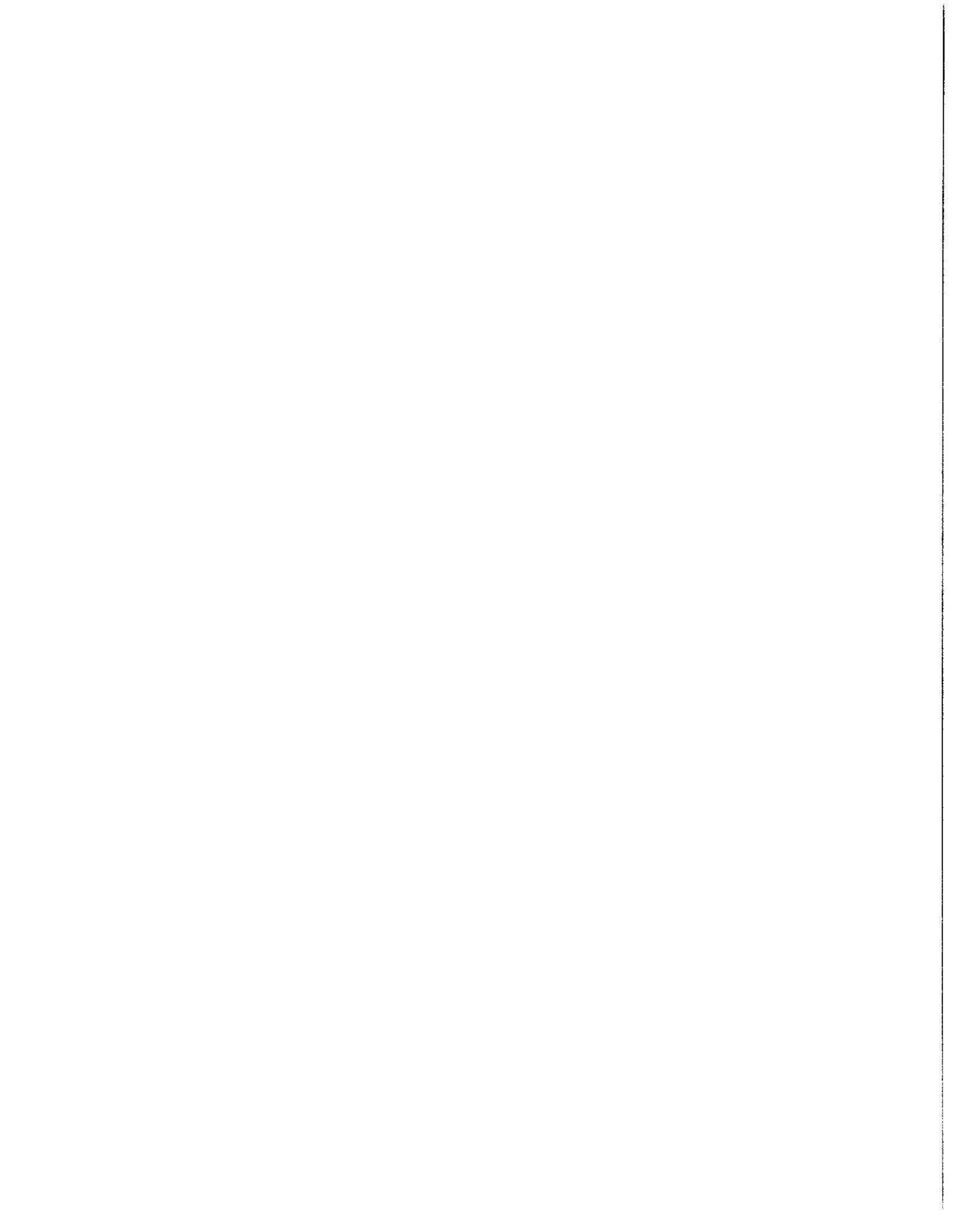
BY:  \_\_\_\_\_  
Contractor Representative

Stephen R Dawson, II

\_\_\_\_\_  
Printed Name

President & CEO

\_\_\_\_\_  
Title of Contractor Representative



ATTACHMENT "A"

**"SCOPE OF WORK"**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

City of Bloomington - Shower's West  
 BID PACKAGES  
 Summary of Work - Multiple Contracts  
 REV 0 11/05/2023



BID PACKAGES

	BP 01 - GENERAL TRADES	BP 02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
<b>DIVISION 00 PROCUREMENT</b>						
SECTION 00 00 01 - COVER SHEET	X	X	X	X		
SECTION 00 00 02 - CERTIFICATION	X	X	X	X		
SECTION 00 01 10 - TABLE OF CONTENTS	X	X	X	X		
<b>DIVISION 01 GENERAL REQUIREMENTS</b>						
All Division 01 - GENERAL REQUIREMENTS CONTENT	X		X	X		
<b>DIVISION 02 EXISTING CONDITIONS</b>						
SECTION 02 41 13 - SELECTIVE SITE DEMOLITION	X					
SECTION 02 41 19 - SELECTIVE DEMOLITION	X					
<b>DIVISION 03 CONCRETE</b>						
SECTION 03 10 00 - CONCRETE FORMWODK	X					
SECTION 03 20 00 - CONCRETE REINFORCEMENT	X					
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE	X					
SECTION 03 60 00 - EPOXY GROUT	X					
SECTION 03 60 01 - GROUTING	X					
SECTION 03 62 00 - NON-SHRINK GROUTING	X					
<b>DIVISION 04 MASONRY</b>						
SECTION 04 22 00 - UNIT MASONRY	X					
<b>DIVISION 05 METALS</b>						
SECTION 05 12 00 - STRUCTURAL STEEL FRAMING	X					
SECTION 05 50 00 - METAL FABRICATIONS	X					
SECTION 05 73 13 - GLAZED DECORATIVE METAL RAILINGS	X					
SECTION 05 75 00 - DECORATIVE FORMED METAL	X					
<b>DIVISION 06 WOOD, PLASTICS, AND COMPOSITES</b>						
SECTION 06 10 00 - ROUGH CARPENTRY	X					
SECTION 06 16 00 - SHEATHING	X					
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS	X					
SECTION 06 44 00 - ORNAMENTAL WOODWORK	X					
SECTION 06 64 00 - PLASTIC PANELING	X					
<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>						
SECTION 07 84 13 - PENTRATION FIRE-STOPPING	X					
SECTION 07 84 43 - JOINT FIRE-STOPPING	X					
SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)	X					
SECTION 07 92 00 - JOINT SEALANTS (PLUMBING FIXTURES)			X			
SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS	X					
<b>DIVISION 08 OPENINGS</b>						
SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES	X					
SECTION 08 14 16 - FLUSH WOOD DOORS	X					
SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS	X					
SECTION 08 56 69 - WINDOW ALUMINUM TRANSACTION	X					
SECTION 08 71 00 - DOOR HARDWARE	X					
SECTION 08 80 00 - GLAZING	X					
SECTION 08 83 00 - MIRRORS	X					
<b>DIVISION 09 FINISHES</b>						
SECTION 09 22 16 23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES	X					
SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING	X					
SECTION 09 29 00 - GYPSUM BOARD	X					
SECTION 09 30 13 - CERAMIC TILING	X					
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS	X					
SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES	X					
SECTION 09 65 16 - RESILIENT SHEET FLOORING	X					
SECTION 09 65 19 - RESILIENT TILE FLOORING	X					
SECTION 09 68 13 - TILE CARPETING	X					
SECTION 09 72 00 - WALL COVERINGS	X					
SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION	X					
SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS	X					
SECTION 09 91 13 - EXTERIOR PAINTING	X					
SECTION 09 91 23 - INTERIOR PAINTING	X					
<b>DIVISION 10 SPECIALTIES</b>						
SECTION 10 26 00 - WALL AND DOOR PROTECTION	X					
SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES	X					
SECTION 10 44 13- FIRE PROTECTION CABINETS	X					
SECTION 10 44 16 - FIRE EXTINGUISHERS	X					
SECTION 10 56 26 - HIGH-DENSITY STORAGE	X					
<b>DIVISION 12 FURNISHINGS</b>						

	BP 01 - GENERAL TRADES	BP 02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
SECTION 12 24 13 - ROLLER WINDOW SHADES	X					
SECTION 12 36 18 - METAL COUNTERTOPS	X					
SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS	X					
SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS	X					
<b>DIVISION 21 - FIRE SUPPRESSION</b>						
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS		X				
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS		X				
<b>DIVISION 22 - PLUMBING</b>						
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING			X			
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT			X			
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING			X			
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING			X			
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 07 00 - PLUMBING INSULATION			X			
SECTION 22 08 00 - PLUMBING COMMISSIONING			X			
SECTION 22 11 16 - DOMESTIC WATER PIPING			X			
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES			X			
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING			X			
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES			X			
SECTION 22 14 13 - STORM DRAINAGE PIPING			X			
SECTION 22 14 23 - STORM DRAINAGE PIPING SPECIALTIES			X			
SECTION 22 40 00 - PLUMBING FIXTURES			X			
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES			X			
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS			X			
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>						
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC			X			
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC			X			
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING			X			
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING			X			
SECTION 23 05 029 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT			X			
SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC			X			
SECTION 23 05 53 - IDENTIFICATION FOR HVAC			X			
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC			X			
SECTION 23 07 00 - HVAC INSULATION			X			
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS			X			
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM			X			
SECTION 23 21 13 - HYDRONIC PIPING			X			
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES			X			
SECTION 23 21 23 - HYDRONIC PUMPS			X			
SECTION 23 25 00 - HVAC WATER TREATMENT			X			
SECTION 23 31 13 - METAL DUCTS			X			
SECTION 23 31 16 - NONMETAL DUCTS			X			
SECTION 23 33 00 - AIR DUCT ACCESSORIES			X			
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES			X			
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS			X			
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS			X			
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS			X			
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS			X			
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS			X			
<b>DIVISION 26 - ELECTRICAL</b>						
SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS				X		
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES				X		
SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES				X		
SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS				X		
SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS				X		
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS				X		
SECTION 26 09 13 - ELECTRICAL POWER MONITORING				X		
SECTION 26 09 23 - LIGHTING CONTROL DEVICES				X		
SECTION 26 24 13 - SWITCHBOARDS				X		
SECTION 26 24 16 - PANELBOARDS				X		
SECTION 26 27 26 - WIRING DEVICES				X		
SECTION 26 28 13 - FUSES				X		
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS				X		
SECTION 26 29 13.03 - MANUAL AND MAGNETIC MOTOR CONTROLLERS				X		
SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS				X		

	BP 01 - GENERAL TRADES	BP 02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL			
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS				X			
SECTION 26 51 19 - LED INTERIOR LIGHTING				X			
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING				X			
<b>DIVISION 27 - COMMUNICATIONS</b>							
SECTION 27 05 00 - COMMON WORK RESULTS				X			
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS				X			
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS				X			
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS				X			
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS				X			
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING				X			
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING				X			
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>							
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY				X			
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY				X			
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS				X			
SECTION 28 31 11 - FIRE ALARM SYSTEM				X			
<b>DIVISION 31 - EARTHWORK</b>							
SECTION 31 1000 - SITE CLEARING	X						
SECTION 31 20 00 - EARTHMOVING	X						
SECTION 31 23 00 - EXCAVATION AND FILL	X						
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>							
SECTION 32 12 16 - ASPHALT PAVING	X						
SECTION 32 13 13 - CONCRETE PAVING	X						
SECTION 32 92 00 - TURF AND GRASSES	X						
SECTION 32 31 11 - PLANTS	X						

**CITY OF BLOOMINGTON – Showers West Project Bid Package 03 –  
 Plumbing & HVAC  
 DATE November 6, 2023**



**Section 03D - Bid Package Scope of Work**

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showes West – Bid Document 00 (Bid Package Specification Requirements).

All work associated with addenda 1, 2 & 3 within BP-03  
 All work associated with alternate #3 withing BP-03

Bid Package 03– Plumbing & HVAC

<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 22 - PLUMBING</b>
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 07 00 - PLUMBING INSULATION
SECTION 22 08 00 - PLUMBING COMMISSIONING
SECTION 22 11 16 - DOMESTIC WATER PIPING
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES
SECTION 22 14 13 – STORM DRAINAGE PIPING
SECTION 22 14 23 – STORM DRAINAGE PIPOING SPECIALTIES
SECTION 22 40 00 - PLUMBING FIXTURES
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING

SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING

SECTION 23 05 29 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC
SECTION 05 53 - IDENTIFICATION FOR HVAC
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC
SECTION 23 07 00 - HVAC INSULATION
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM
SECTION 23 21 13 - HYDRONIC PIPING
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES
SECTION 23 21 23 - HYDRONIC PUMPS
SECTION 23 22 13 - STEAM AND CONDENSATE PIPING SPECIALTIES
SECTION 23 25 00 - HVAC WATER TREATMENT
SECTION 23 31 13 - METAL DUCTS
SECTION 23 31 16 - NONMETAL DUCTS
SECTION 23 33 00 - AIR DUCT ACCESSORIES
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS

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B. Provide and install **Bid Package 03 – Plumbing & HVAC** for the City of Bloomington Showers West Project as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turnkey, Plumbing & HVAC package.
2. Contractor responsible for providing a temporary source of water.
3. Required firestopping related to this scope of work at all penetrations through fire rated assemblies.
4. All labor and materials to complete the entirety of Divisions 21, 22 and 23 per the drawings and specifications.
5. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
6. Obtain any necessary permits for scope of work other than the overall building permit.
7. Contractor responsible for all testing and balancing for plumbing and HVAC systems.
8. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
9. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
10. The contractor shall provide protection of adjacent surfaces that may be impacted from scope of work, remove all splatters and spillage while restoring surfaces to original condition or replace.
11. Contractors shall provide all concrete saw cutting or core drilling as required for this scope of work.
12. The contractor responsible for all underground inspections required for this scope of work.
13. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
14. Contractor responsible for providing cooling and humidity control to enclosed facility as required.
15. Contractor to participate in weekly jobsite cleaning while conducting work on site.
16. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

**23-108  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FIRE PROTECTION CONSTRUCTION SERVICES CONTRACT  
FOR SHOWERS WEST**

- 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, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, The RDC approved a purchase agreement for 320 W. 8<sup>th</sup> Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, part of the redevelopment of the Property includes making certain improvements to configure the Property for public safety use (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to provide fire protection construction services for the property consistent with the Project design (“Services”); and
- WHEREAS, the RDC received one bid for the Services, and Multicraft Fire, LLC (“Multicraft”) was the sole bidder; and
- WHEREAS, City staff have negotiated an agreement with Multicraft to perform the Services for an amount not to exceed \$310,500.00 (“Agreement”); and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public's best interests and, if necessary, is an appropriate use of Consolidated TIF.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.
3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funding may be expended up to an amount not to exceed Three Hundred Ten Thousand Five Hundred Dollars and No Cents (\$310,000). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**Redevelopment Commission**  
**CONTRACTOR**  
**FOR**  
**Showers West Renovation**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (hereinafter City), and Multicraft Fire LLC.

\_\_\_\_\_, (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 Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference,

Contractor is a Tier 1 or General Contractor for this project; and

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

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

**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 within 365 **calendar days** from the date of the 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.

**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 in an amount not to exceed \$310,500.00 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 Construction Manager or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

#### **ARTICLE 4. RETAINAGE**

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

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

**4.02 Payment of Retainage Amount.** The escrow agent or the Board shall hold the retainage 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 or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

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

**4.05 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.

**4.06 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/Construction Manager. 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 Legal Department 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 and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.
12. The Performance Bond and the Payment Bond.
13. The Escrow Agreement.
14. 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:

##### **Coverage Limits**

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
F.	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 Substitution:** 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 such material or equipment is equal to that specified shall be made by the Construction Manager and/or Architect. The approval by the Construction Manager 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 Construction Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Construction Manager 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.

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor Information
Attn: Heather Lacy	Attn: Brian Funkhouser
401 N. Morton St., Suite # 220	320 W. Country Club Dr.
Bloomington, Indiana 47404	Bloomington, IN 47403

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

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

**5.17. Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: Dec 13 2023

City of Bloomington

Redevelopment Commission

BY:

\_\_\_\_\_

Cindy Kinnarney, President, Redevelopment Commission

BY: [Signature]  
Contractor Representative

[Signature]  
Printed Name

\_\_\_\_\_ City of Bloomington Representative

[Signature]  
Title of Contractor Representative

ATTACHMENT "A"

**"SCOPE OF WORK"**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:



	BP 01 - GENERAL TRADES	BP 02 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS CONTROL		
SECTION 12 24 13 - ROLLER WINDOW SHADES	X					
SECTION 12 36 16 - METAL COUNTERTOPS	X					
SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS	X					
SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS	X					
<b>DIVISION 21 - FIRE SUPPRESSION</b>						
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS						
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS		X				
<b>DIVISION 22 - PLUMBING</b>		X				
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING			X			
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT			X			
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING			X			
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING			X			
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT			X			
SECTION 22 07 00 - PLUMBING INSULATION			X			
SECTION 22 08 00 - PLUMBING COMMISSIONING			X			
SECTION 22 11 16 - DOMESTIC WATER PIPING			X			
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES			X			
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING			X			
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES			X			
SECTION 22 14 13 - STORM DRAINAGE PIPING			X			
SECTION 22 14 23 - STORM DRAINAGE PIPING SPECIALTIES			X			
SECTION 22 40 00 - PLUMBING FIXTURES			X			
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES			X			
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS			X			
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>						
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC			X			
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC			X			
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING			X			
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING			X			
SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING			X			
SECTION 23 05 029 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT			X			
SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC			X			
SECTION 23 05 53 - IDENTIFICATION FOR HVAC			X			
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC			X			
SECTION 23 07 00 - HVAC INSULATION			X			
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS			X			
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM			X			
SECTION 23 21 13 - HYDRONIC PIPING			X			
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES			X			
SECTION 23 21 23 - HYDRONIC PUMPS			X			
SECTION 23 25 00 - HVAC WATER TREATMENT			X			
SECTION 23 31 13 - METAL DUCTS			X			
SECTION 23 31 16 - NONMETAL DUCTS			X			
SECTION 23 33 00 - AIR DUCT ACCESSORIES			X			
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES			X			
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS			X			
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS			X			
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS			X			
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS			X			
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS			X			
<b>DIVISION 26 - ELECTRICAL</b>						
SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS			X			
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES			X			
SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES			X			
SECTION 25 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS			X			
SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS			X			
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS			X			
SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS			X			
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS			X			
SECTION 26 09 13 - ELECTRICAL POWER MONITORING			X			
SECTION 26 09 23 - LIGHTING CONTROL DEVICES			X			
SECTION 26 24 13 - SWITCHBOARDS			X			
SECTION 26 24 16 - PANELBOARDS			X			
SECTION 26 27 26 - WIRING DEVICES			X			
SECTION 26 28 13 - FUSES			X			
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS			X			
SECTION 26 29 13.03 - MANUAL AND MAGNETIC MOTOR CONTROLLERS			X			
SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS			X			

	BP 01 - GENERAL TRADES	BP 42 FIRE PROTECTION	BP 03 - PLUMBING & HVAC	BP 04 - ELECTRICAL COMMUNICATIONS & ACCESS CONTROL			
SECTION 26 32 13 13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS				X			
SECTION 26 51 19 - LED INTERIOR LIGHTING				X			
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING				X			
<b>DIVISION 27 - COMMUNICATIONS</b>							
SECTION 27 05 00 - COMMON WORK RESULTS				X			
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS				X			
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS				X			
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS				X			
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS				X			
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING				X			
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING				X			
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>							
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY				X			
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY				X			
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS				X			
SECTION 28 31 11 - FIRE ALARM SYSTEM				X			
<b>DIVISION 31 - EARTHWORK</b>							
SECTION 31 1000 - SITE CLEARING							
SECTION 31 20 00 - EARTHMOVING	X						
SECTION 31 23 00 - EXCAVATION AND FILL	X						
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>							
SECTION 32 12 16 - ASPHALT PAVING	X						
SECTION 32 13 13 - CONCRETE PAVING	X						
SECTION 32 92 00 - TURF AND GRASSES	X						
SECTION 32 31 11 - PLANTS	X						

**CITY OF BLOOMINGTON – Showers West Project Bid Package 02 –  
Fire Protection  
DATE November 6, 2023**



**Section 03D - Bid Package 02 - Scope of Work**

A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showers West– Bid Document 00 (Bid Package Specification Requirements).

All work associated with Addenda 1, 2 & 3 within BP-02  
All work associated with Alternate #3 within BP-02

Bid Package 02 – Fire Protection

<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 21 - FIRE SUPPRESSION</b>
SECTION 21 05 17 - SLEVES AND SLEEVE SEALS FOR FIRE SUPPRESSION PIPING
SECTION 21 05 18 - ESCUTEONS FOR FIRE-SUPPRESSION PIPING
SECTION 21 05 23 - GENERAL-DUTY VALVES FOR WATER BASED FIRE-SUPPRESSION PIPING
SECTION 21 05 29 - HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
SECTION 21 05 48.13 - VIBRATION CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIP.
SECTION 21 05 53 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
SECTION 21 07 00 - FIRE-SUPPRESSION SYSTEMS INSULATION
SECTION 21 11 00 - FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING
SECTION 21 11 16 - FACILITY FIRE HYDRANT
SECTION 21 11 19 - FIRE DEPARTMENT CONNECTIONS
SECTION 21 12 00 - FIRE-SUPPRESSION STANDPIPES
SECTION 21 12 13 - FIRE-SUPPRESSION HOSES AND NOZZLES
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS

- A. Provide and install **Bid Package 02 – Fire Protection System** for the City of Bloomington Showers West Project as defined by the project documents. This shall specifically include, but not be limited to:
1. Contractor to provide complete turnkey, Fire Protection System.
  2. Required firestopping related to this scope of work at all penetrations through fire rated assemblies.
  3. All labor and materials to complete the entirety of Divisions 21, per the drawings and specifications.
  4. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
  5. Obtain any necessary permits for scope of work other than the overall building permit.
  6. Contractor responsible for all testing the fire protection system
  7. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
  8. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
  9. The contractor shall provide protection of adjacent surfaces that may be impacted from scope of work, remove all splatters and spillage while restoring surfaces to original condition or replace.
  10. Contractors shall provide all concrete saw cutting or core drilling as required for this scope of work.
  11. The contractor responsible for all underground inspections required for this scope of work.
  12. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
  13. Contractor responsible for providing cooling and humidity control to enclosed facility as required.
  14. Contractor to participate in weekly jobsite cleaning while conducting work on site.
  15. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

**23-110  
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-23-MC-18-0013 for physical improvement activities; and

**WHEREAS**, funds to do interior renovations at Housing Options 1 group home located at 1814 - 1856 S. Covey Lane, Bloomington, Indiana and owned by LIFE Designs, Inc. have been approved from said source; and

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

**WHEREAS**, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration and is attached hereto as Exhibit A; and

**WHEREAS**, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and LIFE Designs, Inc. to do interior renovations at Housing Options 1 group home 1814 - 1856 S. Covey Lane, Bloomington, Indiana is approved for an amount not to exceed Eighty Six Thousand Eight Hundred Three Dollars and Zero Cents (\$86,803.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date



CONTRACT CORRESPONDENCE ORANDUM

**TO:** Colleen Newbill

**FROM:** John Ody

**DATE:** 12/12/11

**RE:** LifeDesigns

**Contract**

<b>Contract Recipient/ Vendor Name:</b>	LifeDesigns, Inc.
<b>Department Head Initials or Approval:</b>	
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	John Ody
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking:</b> <i>(Legal to fill in)</i>	
<b>Due Date for Signature:</b>	Asap to get to RDC meeting.
<b>Expiration Date of Contract:</b>	1 year from effective date
<b>Renewal Date for Contract:</b>	1 year from effective date
<b>Total Dollar Amount of Contract:</b>	\$86,803
<b>Funding Source:</b>	CDBG 250-15-150000-53990
<b>Staff Member of Responsible Dept. to fill in:</b>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:**

Provide CDBG funds for Physical Improvement project to replace flooring at Housing Options 1.

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
LIFEDESIGNS, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of December, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LIFEDESIGNS, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 East Winslow Road, Bloomington, IN, 47401 (herein called the “Subrecipient”), WITNESSETH:

**WHEREAS**, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B23MC180013 to the Subrecipient; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds to do interior renovations at Housing Options 1 group home. The group home is located at 1814-1856 S. Covey Ln. This will include new flooring in bedrooms, living rooms, hallways, stairwells, and any supporting component related to the flooring installation. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient will maintain project, beneficiary information and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as a home for persons living with disabilities and a community room for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **June 1, 2024**, unless mutually agreed to by all parties.

**B. National Objectives**

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: \_\_\_\_\_

Income Eligibility: \_\_\_\_\_

**C. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

**II. TERM OF AGREEMENT**

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 1, 2024** unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eighty Six Thousand Eight Hundred and Three Dollars (**\$86,803.00**). 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.

**IV. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

<p>Grantee:</p> <p>Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401</p>	<p>Subrecipient:</p> <p>Cindy Fleetwood, Director of Housing Development and Facilities LifeDesigns, Inc. 200 East Winslow Road Bloomington, IN 47401 Email: cfleetwood@lifedesignsinc.org Tel: (812) 332-9615</p>
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**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.

The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**E. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**F. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

**G. Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee

may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
  - g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;
  - h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
  - i. Performance measurements as required by HUD; and,
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
  - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information**

**on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
  - a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
  - b. "Program Year to Date Reporting Form" at project completion (if applicable);
  - c. Final status report;
  - d. Beneficiary information (if applicable);
  - e. Certified payrolls (if applicable);
  - f. Section 3 Report (if applicable);
  - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

**C. Reporting and Payment Procedures**

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

**If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

## **VII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. Davis Bacon and Related Acts**

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

**D. Contract Work Hours and Safety Standards Act**

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess

of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

#### **E. Employment Restrictions**

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient 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). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient 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. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this

contract to certify to the Subrecipient 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. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit H; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

## **F. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**D. Other Applicable Federal Requirements**

**A. Clean Air Act and Federal Water Pollution Control Act**

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.

4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

**B. 24 CFR Part 570, Subpart K – Other Program Requirements**

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

**IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

**A. Unique Entity Identifier (UEI)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

**X. Environmental Conditions**

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-

approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds (“ROF”)

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (“ERR”) must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from

making any commitments and expenditures on the project until an ROF has been issued by Grantee.

**XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)**

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

**A. Additional Federal Funding**

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

**B. Compliance with BABAA Requirements**

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.
- vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

## **XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **XIII. ATTACHMENTS**

- A. Exhibit A: 2023 HUD Income Limits**
- B. Exhibit B: 2023 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2023 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: CDBG Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**
- H. Exhibit H: Living Wage Affidavit**

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

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

By:

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

**LIFEDESIGNS, INC.:**

By:

\_\_\_\_\_  
Cindy Fleetwood, Director of Housing  
Development and Facilities

By:

\_\_\_\_\_  
Tim Hightower, President of the Board of  
Directors

**23-111**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF LEASE EXTENSION AND MODIFICATION AGREEMENT FOR THE  
DIMENSION MILL WITH DIMENSION MILL, INC.**

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a certified tech park in Downtown Bloomington and established the required certified tech park fund (“CTP Fund”); and
- WHEREAS, the RDC purchased approximately 12 acres of property, including the Showers Dimension Mill at 642 North Madison Street (the “Mill”) within the certified technology park, which became known as the “Trades District”; and
- WHEREAS, upon renovation of the Mill in the Trades District, the RDC approved a lease agreement for the Mill with Dimension Mill, Inc. (DMI) in Resolution 18-66 (“Lease Agreement”); and
- WHEREAS, in accordance with the Lease Agreement, DMI notified the RDC of its intent to extend the Lease Agreement for an additional 5-year term, which is set to begin on January 1, 2024; and
- WHEREAS, the parties believe it is in the best interest to modify the agreement as set forth in the attached Lease Extension and Modification Agreement (“Lease Extension”), which is attached to this resolution and incorporated herein as Exhibit A; and
- WHEREAS, as part of the Lease Extension, the parties have clarified rent adjustment to be fixed at 2% per year; the City has agreed to repair remaining tuck-pointing on the north-end of the building and interior painted ceilings; and the parties will extend the current parking agreement allowing use of permitted, on-street parking for an additional six months while exploring options for the future of parking vehicles in the Trades District;

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

1. The Lease Extension with DMI that is attached to this Resolution as Exhibit A is approved.
2. The RDC authorized its President, Cindy Kinnarney, to sign the Lease Extension on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

**LEASE EXTENSION AND MODIFICATION AGREEMENT**

THIS LEASE EXTENSION AND MODIFICATION AGREEMENT (“Agreement”) is made this \_\_\_\_ day of December, 2023, by City of Bloomington, Indiana (“City”) and Redevelopment Commission of the City of Bloomington, Indiana (“RDC” or “Landlord”) and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (“DMI” or “Tenant”).

**RECITALS:**

WHEREAS, Landlord and Tenant entered into that certain Mill Lease Agreement dated October 30, 2018, for Real Estate in Bloomington, Monroe County, Indiana, commonly known as 642 N Madison Street, Bloomington, Monroe County, Indiana consisting of the Dimension Mill Building (“Mill”) and other improvements located thereon, and all appurtenances thereto (all being referred to herein as the “Premises”) and described on Exhibit “A,” attached to the Mill Lease Agreement (“Lease”); and

WHEREAS, the parties desire to extend the term of the Lease for five (5) additional years, commencing January 1, 2024 and providing for one option to renew the lease, all under the terms set forth by this Agreement and as provided by the Lease, except as otherwise modified herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant agree that Tenant has exercised the 1<sup>st</sup> renewal option found in Article II of the Lease such that the 1<sup>st</sup> renewal term of the Lease will be for a period of five (5) years and shall commence on January 1, 2024, and terminate on December 31, 2029 (“1<sup>st</sup> Renewal Term”). Tenant shall have three (3) remaining renewal terms of five (5) years each.
2. Rent for the Term of the Lease, as extended from time-to-time, shall be calculated based on an increase of the Base Rent by two percent (2%) per year. Tenant shall have a right of set-off of rent payment due as a result of repairs to the Premises made by Tenant pursuant to amended Section 4.03, below.
3. The parties agree to extend and modify the Parking Addendum dated October 30, 2018, and said extended Restated and Amended Parking Addendum is attached as Exhibit “A,” attached hereto and by reference incorporated herein.
4. The parties agree to amend Section 4.03 Expenses, Repairs and Maintenance as follows:

Landlord shall only be responsible for replacement, as needed, of the building structure, including the roof, and major mechanical systems such as the HVAC system and defects from the original renovation, as specific in Section 2 of Exhibit “B,” attached hereto and by reference incorporated herein. The repairs made by the Landlord shall be made in a timely fashion, once notified by Tenant. Landlord shall have thirty (30) days to make said repair. If Landlord fails to perform Landlord’s obligation under this Section, Tenant may repair said defect or hire a contractor to make said repair. Tenant shall be reimbursed within thirty (30) days, or the amount shall be deducted from the annual rent due by Tenant to Landlord.

Tenant shall keep the Premises in the same condition as exists at the commencement of the Lease or as they may be put in during the term of this Lease, reasonable wear

and tear excepted and in accordance with Exhibit B. Tenant shall be responsible for all maintenance and repair to the Premises. Tenant shall pay and be solely liable and responsible for any and all operating expenses incurred, and contracts and agreements entered into in the course of its operation and management of the Premises except as otherwise provided herein.

If Tenant fails to perform Tenant's obligations under this Section, Landlord may at its option (but shall not be required to) enter upon the Premises, and put the Premises in good order, condition and repair, and the cost thereof, together with interest thereon at the rate of eight percent (8%) per annum (the "Default Rate"), shall become due and payable as Additional Rent to Landlord.

5. The parties agree to amend Section 5.04 City Use and Participation as follows:

The City shall have the right to use the Mill's event venue space, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with DMI in advance. A day of use is defined as twenty-four (24) hours beginning at 8:00 a.m. on the day of the rental. The City shall give DMI at least 21 days' notice when using its designated days to ensure no other events are otherwise scheduled in the event venue space. The City shall also have the right to no fewer than three (3) full-time DMI memberships (or the equivalent of) throughout the term of this Lease at no cost. The three (3) full-time DMI memberships shall only be substituted by consent of the Tenant but in no event shall the City exceed the equivalent of three (3) full-time memberships, including Mill day passes, except on DMI's express consent.

In addition to the availability of Use, as noted above, the City has and shall continue to have a minimum of one (1) voting representative on the DMI Board of Directors, currently the Mayor of Bloomington, or the Mayor's designee.

6. Capitalized terms used but not defined in this Agreement shall have the meaning given such terms in the Lease. Unless modified herein, all other terms, conditions and provisions set forth in the Lease remain unchanged and shall continue in full force and effect.
7. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have caused this LEASE EXTENSION AND MODIFICATION AGREEMENT to be executed as of the day and year first above-written.

LANDLORD:

TENANT:

**City of Bloomington, Indiana**

**Dimension Mill, Inc.**

By: \_\_\_\_\_  
John Hamilton, Mayor

By: \_\_\_\_\_  
Patrick M. East, Executive Director

**Redevelopment Commission**

By: \_\_\_\_\_  
Cindy Kinnarney, President

Approved as to Form:

City of Bloomington

CarminParker. PC

By: \_\_\_\_\_  
Beth Cate  
Corporation Counsel

By: \_\_\_\_\_  
Angela F. Parker  
DMI Counsel

## **EXHIBIT A**

### **RESTATED AND AMENDED PARKING ADDENDUM**

THIS RESTATED AND AMENDED PARKING ADDENDUM (“ADDENDUM”) is entered into by and between City of Bloomington, Indiana (“City”) and Redevelopment Commission of the City of Bloomington, Indiana (“RDC” or “Landlord”), and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (the “DMI” or “Tenant”).

#### RECITALS

WHEREAS, the Landlord and Tenant entered into a Parking Addendum on October 30, 2018.

WHEREAS, the parties desire to extend and modify the terms of the Addendum and hereby restate and amend the Parking Addendum dated October 30, 2018 to provide an interim solution to the parking needs until such time as a broader resolution for parking can be determined for the Trades District, as a whole.

1. **PARKING PERMITS AND PARKING SPACES.** Landlord shall provide to Tenant parking permits and parking spaces to park in an area within one-half mile of the Dimension Mill.
2. **USE.** The Parking Permits and Parking Spaces shall be used by Tenant’s employees, staff and patrons of DMI relating to DMI’s nonprofit purpose. The Parking Permits shall not be used for storage parking or overnight parking. Landlord will not provide any security to protect vehicles and persons while on, entering or exiting any parking facility or location.
3. **TERM OF LEASE.** Landlord shall assign to Tenant no fewer of twenty-five (25) guaranteed parking spaces with Parking Permits for a period of one hundred and twenty (120) days, commencing on January 1, 2024. During this short extension term, the Parties will cooperate in seeking and creating a broader solution for parking within the Trades District that may include amendment to the Uniform Development Ordinance or other parking regulations in order to develop appropriate parking opportunities for Tenant and other Trades District occupants.
4. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, encumber or transfer this Addendum in whole or in part, or sublet, assign, or sell the Parking Permits or any part thereof except in conjunction with and furtherance of its nonprofit purpose.
5. **INSURANCE.** Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance covering any and all claims for injuries to persons and property occurring in, upon or about the Permitted Parking Premises, such insurance at all times to be an amount of not less than \$250,000 per

person/\$500,000 aggregate for bodily injury and property damage, with Landlord and the City being named as an insureds. Such insurance is to be written with a company or companies acceptable to Landlord. Tenant shall provide a Certificate of Insurance showing compliance with this provision upon beginning of this Addendum and thereafter at Landlord's request. Tenant, for itself and all persons including its employees, officers, directors, guests and invitees hereby agrees to indemnify and hold harmless Landlord for any and all claims, actions, causes of action or suits, including cost of defense, arising out of any property damage or personal injury sustained by any employee of Tenant or any other person using the Parking Spaces pursuant to this Addendum.

6. **EVENTS OF DEFAULT.** Any of the following shall be deemed an Event of Default:

- A. Tenant's failure to perform or observe any other covenant, term or condition of this Addendum or the Mill Lease Agreement between the parties, of even date herewith, to be performed or observed by Tenant and such failure continues for thirty (30) days after notice thereof is given to Tenant, provided that in the event Tenant, despite reasonable efforts, is unable to cure such failure within such 30-day period, Tenant shall have such additional time to effect such cure as reasonably necessary, so long as Tenant continues to diligently pursue such cure to completion.
- B. Abandonment of the Leased Premises.

7. **LANDLORD'S REMEDIES.** Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law terminate this Addendum at any time upon the date specified in a notice to Tenant.

8. **NOTICES.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and served on the party to be notified as provided by the Mill Lease Agreement of even date herewith.

10 **CONDITION AND MAINTENANCE OF LEASED PREMISES.** Tenant shall keep the any permitted parking spaces free of trash, debris and inoperable vehicles. In the event that the Landlord assigns Tenant a designated area for parking, Tenant shall be responsible for the striping of the Parking Spaces, if feasible. Responsibility for removal of snow and ice and all other tasks necessary to maintain the Leased Premises shall be the responsibility of the Landlord. Tenant shall be responsible for maintenance and repairs as needed for the Parking Spaces during the Term and any renewal or extension thereof.

11. **MISCELLANEOUS.**

- A. Waiver: One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a subsequent breach of the same covenant or condition.
- B. Successors and Assigns: All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the successors and assigns of the parties hereto.
- C. Partial Invalidity: If any term, covenant or condition of this Addendum or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Addendum, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Addendum shall be valid and be enforced to the fullest extent permitted by law.
- D. Governing Law: This Addendum Agreement shall be governed by the laws of the State of Indiana.
- E. Attorney's Fees: If judicial remedy is necessary to enforce or interpret any provision of this Addendum, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses from the non-prevailing party, in addition to any other relief to which such prevailing party may be entitled.
- F. Entire Agreement; Amendments: This Restated and Amended Parking Addendum serves as an Addendum to the Mill Lease Agreement of even date herewith and both together contain the entire agreement between the parties and may only be amended by a written agreement signed by the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Restated and Amended Parking Addendum on the \_\_\_ day of December, 2023.

LANDLORD:

TENANT:

**City of Bloomington, Indiana**

**Dimension Mill, Inc.**

By: \_\_\_\_\_  
John Hamilton, Mayor

By: \_\_\_\_\_  
Patrick M. East, Executive Director

**Redevelopment Commission**

By: \_\_\_\_\_  
Cindy Kinnarney, President

Approved as to Form:

City of Bloomington

CarminParker. PC

By: \_\_\_\_\_  
Beth Cate  
Corporation Counsel

By: \_\_\_\_\_  
Angela F. Parker  
DMI Counsel

## **EXHIBIT B**

### *Repairs and Maintenance*

**Section 1. Except as provided in Section 2, below, Dimension Mill, Inc. (DMI) shall be responsible for:**

- Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Repair and maintenance of all electronic and telecommunications equipment and soft goods
- Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Mill’s mechanical systems—electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the exterior of the Mill, including roof, solar panels, doors, and windows
- Repair and maintenance of the Mill’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, and replacement of security systems, cameras, door locks and window locks
- Repair of flooring or floor covering within the Mill
- Repair, maintenance, replacement and purchase of DMI – owned office equipment and furniture necessary for DMI operation, including interior and exterior furniture
- Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or telecommunications equipment
- Repair, maintenance, and replacement of lighting, signs, and any other items and equipment associated with the Mill
- Landscaping and maintenance of the outdoor space on the Mill’s legal parcel, including the Mill’s Plaza, any public art, and all other green space and landscape architecture located on the Mill parcel.
- An annual report on such repair and maintenance as well as preventative maintenance

**Section 2. The City of Bloomington shall be responsible for:**

- Replacement of the Mill's exterior structure as necessary, including doors and windows
- Replacement of the roof and solar panels
- Replacement of mechanical systems (electrical, plumbing, and HVAC) other than those referenced in *Exhibit A*, Section 1
- Repair of tuck-pointing on the north side of the Premises.
- Painting and repair of ceilings remaining unrepaired from original renovation.

# **Resolution 23-111**

## **EXHIBIT B**



MEMORANDUM

**TO:** Mayor John Hamilton  
**FROM:** Larry Allen, Legal  
**DATE:** October 15, 2018  
**RE:** Dimension Mill Lease between RDC and Dimension Mill, Inc.

Funding Source: RDC Rental Income:  
444-15-150000-43220

Total Dollar Amount of Contract: First Renewal Term - \$250,000  
[Each Renewal Term thereafter -  
\$500,000 (plus inflation adjustment)]

Department Head Initials of Approval: PG

Expiration Date of Contract: December 31, 2023

Due Date For Signature: ASAP

Record Destruction Date (Legal Dept): January 1, 2034 (If only one term)

Legal Department Tracking #: 18-618

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:**

Larry Allen

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:**

N/A

**Summary of Contract:** Lease agreement with Dimension Mill, Inc., for the occupation and operation of the Dimension Mill within the Trades District.

**MILL LEASE AGREEMENT**

THIS MILL LEASE AGREEMENT is entered into by the City of Bloomington, Indiana ("City") and Redevelopment Commission of the City of Bloomington, Indiana ("RDC" or "Landlord"), and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (the "DMI" or "Tenant"), and in consideration of their mutual undertakings, the parties agree as follows:

RECITALS

WHEREAS, the City of Bloomington, by its Redevelopment Commission, owns and has formed an area referred to as the "Trades District" in Bloomington, Indiana, which District is dedicated to economic and business development, including entrepreneurship and start-up businesses; and

WHEREAS, the Showers Dimension Mill (the "Mill" ) is an historic building located at 642 N. Madison Street within the boundaries of the Trades District, which property is owned by the RDC and is being renovated by the City of Bloomington as co-working space, business incubator and event venue; and

WHEREAS, Dimension Mill, Inc. was formed as a nonprofit corporation under Indiana law on September 11, 2017, and obtained its 501(c)(3) tax exempt authorization, with an express purpose to promote educational, development, and training opportunities, as well as opportunities for participants on the subjects of entrepreneurship, business, finance, marketing, branding, and related topics. The Corporation aims to foster community and economic development, growth and stability in and around the region that will address workforce development and educational needs of the region through, *inter alia*, promoting entrepreneurship, co-work and shared work spaces for business development and collaboration, mentorship, and other related initiatives.

WHEREAS, the City and the RDC have determined that it is in the public interest to partner with and lease the Mill to DMI for a term commencing on October 31, 2018, with the intent to continue the parties' successful partnership into the future; and

WHEREAS, the RDC desires to lease the Mill to DMI to carry out its nonprofit corporate purposes and to occupy and manage the Mill to promote economic development goals of the RDC and the City and DMI desires to do the same.

Now, therefore, in exchange for the mutual and reciprocal covenants of the parties, it is AGREED:

ARTICLE I  
LEASE AND PREMISES

Section 1.01 Lease and Description. Landlord demises and leases to Tenant and Tenant leases from Landlord the Real Estate located at the common address of 642 N. Madison Street, Bloomington, Monroe County, Indiana, consisting of the Dimension Mill Building and other improvements located thereon, and all appurtenances thereto (all being referred to herein as the "Premises") and described on Exhibit "A," attached hereto and by reference attached hereto.

ARTICLE II  
TERM AND OPTION TO RENEW

Section 2.01 Term. Except as otherwise provided by this Agreement, the initial term of this Lease ("Initial Term") shall be commence November 1, 2018, ("Commencement Date") and shall terminate on December 31, 2023, except as otherwise provided herein.

Section 2.02 Renewal Options. Provided Tenant is not in default at the time of the expiration of the Initial Term or a subsequent first renewal term, Tenant shall have two (2) successive options to renew the Lease Agreement, for a period of five (5) years for each renewal period. Tenant shall provide Landlord with prior written notice not less than ninety (90) days of such intention to exercise a renewal option. The rental rate for such renewal periods shall be as provided in Article III, below.

ARTICLE III  
RENT

Section 3.01 Annual Rent. Tenant's obligation to pay rent shall commence on January 1, 2019. Rent to be paid during the lease term shall be paid by Tenant to the Landlord in the amounts set forth in Section 3.02, due and payable, in advance, on December 31st of each calendar year. All payments shall be due and payable without demand or notice and without relief from valuation and appraisal laws.

Section 3.02 Rent Adjustments. The annual rent paid by Tenant to Landlord shall be due December 31st of each calendar year and adjusted, as follows:

- Year 1 (2018-19): \$0
- Year 2 (2020): \$25,000
- Year 3 (2021): \$50,000
- Year 4 (2022): \$75,000
- Year 5 (2023): \$100,000
- First Renewal Term: Base rate of \$100,000 + CPI  
inflation rate adjustment
- Second Renewal Term: Base Rate \$100,000 + CPI  
inflation rate adjustment

Section 3.03 Late Charges. If Tenant fails to pay rent when due and after expiration of a five (5) day grace period, such rent due shall accrue late charges in the amount of 5% of the amount then due, which amount shall constitute additional rent.

ARTICLE IV  
IMPROVEMENTS, ALTERATIONS AND MAINTENANCE

Section 4.01 Tenant Improvements. Upon written approval and consent by Landlord, Tenant may cause improvements to be made to the Premises for its operations. Prior to construction of any improvements, Tenant shall provide Landlord with the plans, specifications, and design, which must comply with all applicable regulations, ordinances and rules. Tenant shall also be required to obtain any necessary approval as required by law. Such improvements, once approved by Landlord, will be at Tenant's costs. Tenant may install trade fixtures and equipment necessary to its business operation, which fixtures and equipment shall be removed upon termination of this Lease. Upon prior written consent from Landlord, Tenant may enter the Premises and make improvements prior to Tenant's possession of the Premises.

Section 4.02 Alterations. Except as provided above, no alterations of, or additions to, the Premises may be made without first obtaining the written consent of Landlord.

Section 4.03 Expenses, Repairs, and Maintenance. Landlord shall only be responsible for replacement, as needed, of the building structure, including the roof, and major mechanical systems such as the HVAC system as specified in Section 2 of Exhibit "B," attached hereto and by reference incorporated herein. Tenant shall keep the Premises in the same condition as exists at the commencement of the Lease or as they may be put in during the term of this Lease, reasonable wear and tear excepted and in accordance with Exhibit B. Tenant shall be responsible for all maintenance and repair to the Premises. Tenant shall pay and be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the Premises. Operating expenses shall include repair, maintenance, and replacement of interior and exterior furniture, fixtures, property and equipment, including lighting, signage, and any other items associated with the Premises.

If Tenant fails to perform Tenant's obligations under this Section, Landlord may at its option (but shall not be required to) enter upon the Premises, and put the Premises in good order, condition and repair, and the cost thereof, together with interest thereon at the rate of eight percent (8%) per annum (the "Default Rate"), shall become due and payable as Additional Rent to Landlord.

ARTICLE V  
USE AND OPERATION

Section 5.01 Use and Possession of Premises. Tenant shall use the Premises for the operation of its business and for no other purpose unless approved in advance by Landlord. Tenant's business shall include: business and entrepreneurial incubator, office space, co-

working space, professional development facility, and community event venue ("Permitted Use"), all consistent with DMI's nonprofit purpose. Landlord shall provide and Tenant shall accept possession of the Premises on the Commencement Date.

DMI shall operate the Mill in a professional manner and utilize its best efforts to preserve and expand the Mill's role as a high quality, accessible community resource, and to support and promote a diverse program of business development and innovation-driven programming.

Section 5.02 Compliance. Tenant shall keep the Premises in a clean condition and shall conduct its business therefrom in a safe and lawful manner. Tenant shall use and maintain the Premises at all times in compliance with all legal requirements and Tenant shall not permit any nuisance to exist on the Premises and shall not commit waste thereon. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises any Hazardous Substance. Tenant shall keep and maintain the Premises in compliance with, and shall not use or permit the Premises to be in violation of, any environmental laws. Tenant shall maintain the Premises, subject to and in accordance with applicable zoning, municipal, county and state laws, ordinances and regulations and recorded covenants and restrictions governing and regulating the use of the Premises.

Section 5.03. Surrender and Holdover. Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Premises, in the same condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insured damage, insurrection, riot or public disorder excepted. Any damage to the Premises caused by Tenant shall be repaired immediately by Tenant. At Landlord's option, if Tenant fails to remove its personal property or fixtures within ten (10) days following expiration of the Term, then they shall be deemed the property of Landlord. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a Tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

Section 5.04 City Use and Participation. The City shall have the right to use the Mill's event venue space, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with DMI in advance. A day of use is defined as twenty-four (24) hours beginning at 8:00 a.m. on the day of the rental. The City shall give DMI at least 21 days' notice when using its designated days to ensure no other events are otherwise scheduled in the event venue space. The City shall also have the rights to no fewer than three (3) full-time DMI memberships throughout the term of this Lease at no cost.

In addition to the availability of Use, as noted above, the City has and shall continue to have a minimum of one (1) voting representative on the DMI Board of Directors, currently the Mayor of Bloomington, or his designee.

Section 5.05. Firearms Policy. Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), DMI may develop and implement, at its own discretion, rules of conduct or admission regarding

the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If DMI develops such a policy for its activities, the City may implement and enforce it. If DMI wishes to develop such a policy, it shall provide a copy of the policy to the City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement.

Section 5.06. Parking Addendum. The parties agree to execute a Parking Addendum, attached hereto as Exhibit "C" and by reference incorporated herein.

#### ARTICLE VI TAXES AND UTILITIES

Section 6.01 Utilities. Tenant shall pay and be solely liable for all costs associated with water, sewer, gas, heat, light, power, telephone, Internet/WiFi and cable/satellite provided to the Premises, as well as any other services or utilities that connect to the Premises, including any taxes or assessments, penalties and interest due thereon. Tenant shall not be responsible for paying any special assessments except to the extent that any special assessments result from Trades District "covenants, conditions and restrictions" upon and after formation of the Trades District Association, or Tenant activity or improvement. All utilities will be directly put into Tenant's name. Tenant shall be directly responsible for all trash disposal services for the Premises. If the Landlord pays for any taxes, utility, assessment, bill, fine, or charge, Tenant shall reimburse the Landlord within thirty (30) days of receipt of any invoice for such expenses borne by the Landlord.

Section 6.02 Taxes and Assessments. Both Landlord and Tenant are tax exempt organizations and, accordingly, no taxes are expected to be assessed against the Premises or personal property of Tenant located therein. However, to the extent any such tax is due and owing, Tenant shall pay all taxes and shall be further responsible for all personal property taxes, inventory taxes or any other taxes or assessments associated with the Premises or Tenant's operations thereon.

#### ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 7.01 Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 7.02 Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Tenant shall reimburse Landlord for the premiums for the insurance cost obtained hereunder. Landlord reserves the right to alter the

insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days advance notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 7.03 Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional named insureds. Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 7.04 Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

Section 7.05 Environmental Covenants. Tenant covenants and agrees, at its sole cost and expense, to comply with all valid and applicable local, state and federal environmental laws and regulations concerning Tenant's storage, handling, use, transportation and disposal of hazardous materials, hazardous substances, petroleum products, underground storage tanks and other storage tanks (all of which are collectively called "Hazardous Substances" as defined by the laws and regulations aforementioned.) Further, the Tenant covenants and agrees, at its sole cost and expense, to indemnify, protect and save harmless Landlord from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or other expenses, including reasonable attorney's and expert's fees, of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of Tenant's storage, handling, use, transportation or disposal of Hazardous Substances on, in or about the Premises. This indemnity shall include, without limitation, damages incurred, all of the reasonable costs of removal of any and all Hazardous Substances, additional reasonable costs required to take necessary mitigating action and the costs incurred to remediate and bring the Premises into compliance with all valid and applicable local, state and federal environmental laws and regulations aforementioned. All

of Tenant's aforementioned covenants of this Section 7.05 shall survive the termination or earlier expiration of this Lease, unless, at the time the Premises are vacated by Tenant, Tenant (i) is not in default under this Lease, and (ii) provides, at Tenant's expense, an audit report completed by independent, reputable and licensed environmental experts that states that the Premises are free and clear of any Hazardous Substances which were not present at, on, in or about the Premises. If such audit report demonstrates that Tenant is returning the Premises free and clear of the presence of any Hazardous Substances as referenced in the preceding sentence, then the indemnification and responsibility of Tenant to Landlord is therewith terminated.

#### ARTICLE VIII DESTRUCTION OR CONDEMNATION

Section 8.01 Damage or Destruction/Obligation to Rebuild. In the event the Premises are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business during the period of repair, then the rent payable by Tenant shall be reduced in the proportion that the floor area of the Premises that is under repair bears to the total floor area of the Premises. For example, if 25% of the Premises is under repair, Tenant's rent during the repair period shall be reduced by 25%.

Section 8.02 Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area immediately prior to the taking. Subject to the rights of a Mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation

and not applied by a Mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

Section 8.03 Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien. Except consistent with Article IV, this Lease does not authorize the performance of labor or services or the furnishing of materials for the alteration or repair of the Premises; nor does it grant Tenant the right to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

#### ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default. Any of the following events shall constitute a default hereunder ("Event of Default"):

- (a) The failure to pay any installment of Rent or any other payment or charge required to be paid by Tenant hereunder for more than twenty (20) days after the due date;
- (b) Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant, which failure, if curable, continues for thirty (30) days after notice thereof is given to Tenant by Landlord;
- (c) Abandonment of the Premises or cessation of business operations for a period of thirty (30) days or longer, except in connection with events covered under section 8.01;
- (d) The filing or execution or occurrence of:
  - (1) an involuntary petition in bankruptcy against Tenant that is not dismissed within sixty (60) days after the filing thereof;
  - (2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, that is not dismissed within sixty (60) days after the filing thereof;
  - (3) A general assignment for the benefit of creditors by Tenant; or
  - (4) The taking of any part of the leasehold created hereby or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity;
- (e) Tenant's failure to maintain its status under the Internal Revenue Code as a tax exempt non-profit corporation, unless otherwise agreed to in writing by the Landlord;

(f) The City or Landlord's failure to perform or observe any condition or obligation as required by this Lease within thirty (30) days after receiving written notice by Tenant of such failure, provided that:

- (1) If the nature of such default reasonably requires more than thirty (30) days, the City or Landlord shall not be in default hereunder if it has promptly commenced such cure and is diligently pursuing the same; or
- (2) If the nature of such default poses an imminent danger to persons or property, then such period of time to cure the default shall be mutually agreed-upon and reasonable in light of the circumstances.

Section 9.02 Landlord's Remedies. Upon the occurrence of any Event for Default Landlord may, at its option, in addition to any other remedy or right it has hereunder, at law or at equity:

(a) Re-enter the Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise, and without being liable in trespass or for any damages, and without terminating this Lease. Landlord may remove all persons and property from the Premises and such property may be removed and stored at the cost of Tenant.

(b) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall include all sums due and arising as a result of the breach.

Section 9.04 Fees and costs. Upon the occurrence of any Event of Default, the nonbreaching party may, if such default has not been cured within any grace period provided in this Agreement, cure that default for the account and at the expense of the other party. All sums paid hereunder shall bear interest at the Default Rate (8%) until paid. The breaching party shall pay the non-breaching party's reasonable expenses and attorneys' fees incurred as a result of enforcement of the breaching party's failure to comply with any covenant, term or condition of this Lease.

Section 9.05 Mediation. Before executing on its remedies in this Section IX, the parties agree that they shall first attempt to resolve the dispute among them, and failing resolution, shall submit a dispute to mediation, for which the parties shall share the expense.

## ARTICLE X OTHER TERMS AND CONDITIONS

Section 10.01 Assignment. Tenant may not assign or transfer Tenant's entire interest in this Lease, except with the prior written consent of the City and Landlord to such assignment. Notwithstanding this provision, Tenant may sublease or otherwise provide office or co-work space for a fee in furtherance of its nonprofit purpose and as a part of its programming.

Section 10.02 Access by Landlord to Premises. Landlord, its agents, prospective Tenants, purchasers or mortgagees may inspect and examine the Premises at all reasonable

times upon prior notice to Tenant. For a period commencing six (6) months prior to the expiration of the Term, Landlord may list the property electronically and in the final ninety (90) days may post "For Rent" signs.

Section 10.03 Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises or the rights retained by the City or Landlord in this Lease or by law.

Section 10.04 Non-Collusion. Tenant is required to certify that it has not, nor has any other member, representative, or agent of Tenant, 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. Tenant shall sign an affidavit, attached hereto as Exhibit D, affirming that Tenant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Section 10.05 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10.06 Interest on Past-Due Obligations. Except as otherwise expressly provided herein, any amount due to Landlord which is not paid when due shall bear interest at the Default Rate of eight percent (8%) per annum until such amounts are paid in full. Payment of such interest shall not excuse or cure any default by Tenant hereunder.

Section 10.07 Time. Time is of the essence.

Section 10.08 Captions. Paragraph and subparagraph captions are not a part hereof.

Section 10.09 Notices. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (i) actually served on the party to be notified or (ii) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

(1) If to the City or  
Landlord at: Redevelopment Commission  
P.O. Box 130  
401 N. Morton Street, Suite 220  
Bloomington, IN 47404

Copy to: Philippa M. Guthrie  
Corporation Counsel  
P.O. Box 100  
401 N Morton Street, Suite 220  
Bloomington, IN 47402

(2) If to Tenant, at: Dimension Mill, Inc.  
Pat East,  
Executive Director  
642 N. Madison Street  
Bloomington, Indiana 47404

Copy to: Angela F. Parker  
CarminParker, PC  
116 West 6<sup>th</sup> Street, Suite 200  
P.O. Box 2639 Bloomington,  
IN 47402

Such addresses may be changed by either party by written instruction as to the new address.

Section 10.10 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Section 10.11 Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

Section 10.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Section 10.13 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Indiana.

Section 10.14 Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Section 10.15 Jurisdiction. In any dispute that arises under this Agreement, the parties agree that the proper venue for any legal action shall be Monroe County, Indiana.

Section 10.16 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent and amounts otherwise due herein stipulated shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment

as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 30<sup>th</sup> day of October, 2018, and if this Lease is executed in counterparts, each shall be deemed an original.

LANDLORD:

**City of Bloomington, Indiana**

By: \_\_\_\_\_

  
Alex Crowley, Director

TENANT:

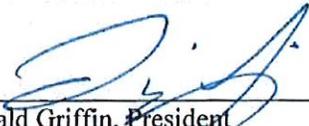
**Dimension Mill, Inc.**

By: \_\_\_\_\_

  
Patrick M. East, Executive Director

**Redevelopment Commission**

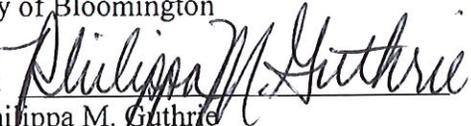
By: \_\_\_\_\_

  
Donald Griffin, President

Approved as to Form:

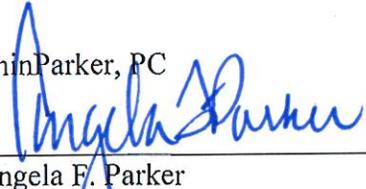
City of Bloomington

By: \_\_\_\_\_

  
Philippa M. Guthrie  
Corporation Counsel

CarminParker, PC

By: \_\_\_\_\_

  
Angela F. Parker  
DMI Counsel

This document prepared by:  
Angela F. Parker, Attorney at Law  
CARMINPARKER, PC  
116 West 6th Street, Suite 200,  
Post Office Box 2639,  
Bloomington, Indiana 47402-2639  
Telephone: 812-332-6556, Ext. 2  
[angela@carminparker.com](mailto:angela@carminparker.com)

# EXHIBIT A

## Depiction of the Premises







## EXHIBIT B

### Repairs and Maintenance

**Section 1. Dimension Mill, Inc. (DMI) shall be responsible for:**

- Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Repair and maintenance of all electronic and telecommunications equipment and soft goods
- Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Mill’s mechanical systems—electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the exterior of the Mill, including roof, solar panels, doors, and windows
- Repair and maintenance of the Mill’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, and replacement of security systems, cameras, door locks and window locks
- Repair of flooring or floor covering within the Mill
- Repair, maintenance, replacement and purchase of DMI – owned office equipment and furniture necessary for DMI operation, including interior and exterior furniture
- Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or telecommunications equipment
- Repair, maintenance, and replacement of lighting, signs, and any other items and equipment associated with the Mill
- Landscaping and maintenance of the outdoor space on the Mill’s legal parcel, including Trades Plaza, any public art, and all other green space and landscape architecture on the Mill parcel
- An annual report on such repair and maintenance as well as preventative maintenance

**Section 2. The City of Bloomington shall be responsible for:**

- Replacement of the Mill’s exterior structure as necessary, including doors and windows
- Replacement of the roof or solar panels
- Replacement of mechanical systems (electrical, plumbing, and HVAC) other than those referenced in *Exhibit A*, Section 1

## EXHIBIT C

### PARKING ADDENDUM

THIS PARKING ADDENDUM ("ADDENDUM") is entered into by and between City of Bloomington, Indiana ("City") and Redevelopment Commission of the City of Bloomington, Indiana ("RDC" or "Landlord"), and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (the "DMI" or "Tenant").

1. **PARKING PERMITS.** Landlord shall provide to Tenant parking permits to park in an area within one-half mile of the Dimension Mill.
2. **USE.** The Permits shall be used by Tenant's employees, staff and patrons of DMI relating to DMI's nonprofit purpose. The Permits shall not be used for storage parking or overnight parking. Landlord will not provide any security to protect vehicles and persons while on, entering or exiting any parking facility or location.
3. **TERM OF LEASE.** Landlord shall assign to Tenant no fewer than fifty (50) parking permits (the "Parking Permits") located within one-half mile of the Dimension Mill, subject to the terms set forth below, for a term of two (2) years (the "Term") beginning November 1, 2018, and ending on December 31, 2020, unless sooner terminated as provided herein. Provided Tenant is not in default at the end of the Term, Landlord shall extend this Parking Addendum for a period of three (3) years, during which the Landlord shall assign to Tenant no fewer than twenty-five (25) Parking Permits. During any renewal period of the Mill Lease, the Parties may, by mutual consent, extend this Parking Addendum with no fewer than twenty-five (25) Parking Permits under the same terms and conditions.
4. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, encumber or transfer this Parking Addendum in whole or in part, or sublet, assign, or sell the Parking Permits or any part thereof except in conjunction with and furtherance of its nonprofit purpose.
5. **INSURANCE.** Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance covering any and all claims for injuries to persons and property occurring in, upon or about the Permitted Parking Premises, such insurance at all times to be an amount of not less than \$250,000 per person/\$500,000 aggregate for bodily injury and property damage, with Landlord and the City being named as an insureds. Such insurance is to be written with a company or companies acceptable to Landlord. Tenant shall provide a Certificate of Insurance showing compliance with this provision upon beginning of this Parking Addendum and thereafter at Landlord's request. Tenant, for itself and all persons including its employees, officers, directors, guests and invitees hereby agrees to indemnify and hold harmless Landlord for any and all claims, actions, causes of action or suits, including cost of defense, arising out of any property damage or personal injury sustained by any employee of Tenant or any other person using the Parking Spaces pursuant to this Parking Addendum.

6. **EVENTS OF DEFAULT.** Any of the following shall be deemed an Event of Default:

- A. Tenant's failure to perform or observe any other covenant, term or condition of this Parking Addendum or the Mill Lease Agreement between the parties, of even date herewith, to be performed or observed by Tenant and such failure continues for thirty (30) days after notice thereof is given to Tenant, provided that in the event Tenant, despite reasonable efforts, is unable to cure such failure within such 30-day period, Tenant shall have such additional time to effect such cure as reasonably necessary, so long as Tenant continues to diligently pursue such cure to completion.
- B. Abandonment of the Leased Premises.

7. **LANDLORD'S REMEDIES.** Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law terminate this Parking Addendum at any time upon the date specified in a notice to Tenant.

8. **NOTICES.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and served on the party to be notified as provided by the Mill Lease of even date herewith.

10. **CONDITION AND MAINTENANCE OF LEASED PREMISES.** Tenant shall keep the any permitted parking spaces free of trash, debris and inoperable vehicles. In the event that the Landlord assigns Tenant a designated area for parking, Tenant shall be responsible for the striping of the Parking Spaces, if feasible. Responsibility for removal of snow and ice and all other tasks necessary to maintain the Leased Premises shall be the responsibility of the Landlord. Tenant shall be responsible for maintenance and repairs as needed for the Parking Spaces during the Term and any renewal or extension thereof.

11. MISCELLANEOUS.

- A. Waiver: One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a subsequent breach of the same covenant or condition.
- B. Successors and Assigns: All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the successors and assigns of the parties hereto.
- C. Partial Invalidity: If any term, covenant or condition of this Parking Addendum or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Parking Addendum, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Parking Addendum shall be valid and be enforced to the fullest extent permitted by law.
- D. Governing Law: This Parking Addendum shall be governed by the laws of the State of Indiana.
- E. Attorney's Fees: If judicial remedy is necessary to enforce or interpret any provision of this Parking Addendum, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses from the non-prevailing party, in addition to any other relief to which such prevailing party may be entitled.
- F. Entire Agreement; Amendments: This Parking Addendum serves as an Addendum to the Mill Lease Agreement of even date herewith and both together contain the entire agreement between the parties and may only be amended by a written agreement signed by the parties.

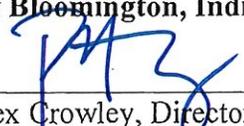
IN WITNESS WHEREOF, Landlord and Tenant have executed this Parking Addendum on the 30<sup>th</sup> day of October, 2018.

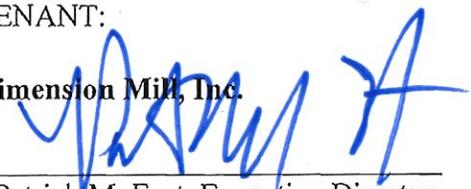
LANDLORD:

TENANT:

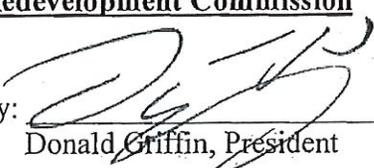
**City of Bloomington, Indiana**

**Dimension Mill, Inc.**

By:   
Alex Crowley, Director

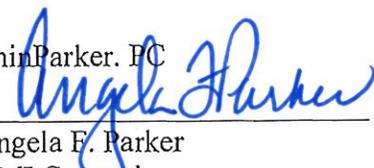
By:   
Patrick M. East, Executive Director

**Redevelopment Commission**

By:   
Donald Griffin, President

Approved as to Form:

City of Bloomington  
By:   
Philippa M. Guthrie  
Corporation Counsel

CarminParker, PC  
By:   
Angela F. Parker  
DMI Counsel

This document prepared by:  
Angela F. Parker, Attorney at Law  
CARMINPARKER, PC  
116 West 6th Street, Suite 200,  
Post Office Box 2639,  
Bloomington, Indiana 47402-2639  
Telephone: 812-332-6556, Ext. 2  
[angela@carminparker.com](mailto:angela@carminparker.com)

CITY OF BLOOMINGTON  
Controllier

Reviewed by:

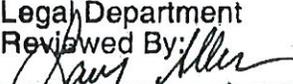
DATE:

FUND/ACCT:

  
10-15-18  
444-43220

**CITY OF BLOOMINGTON**

Legal Department

Reviewed By: 

DATE: 10/12/18



**23-112**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**ADDENDUM TO AGREEMENT WITH CBCI, INC. AND ASSIGNMENT OF AGREEMENTS**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the legacy Indiana University Health-Bloomington Hospital site at 2nd and Rogers Streets and surrounding parcels to redevelop it into the new Hopewell neighborhood (“Hopewell”); and

WHEREAS, in Resolution 20-96, the RDC approved an agreement with J.S. Held LLC (formerly CORE Planning Strategies) to serve as the project manager for the Hopewell (“JS Held Agreement”); and

WHEREAS, in Resolution 23-45, the RDC approved an agreement with U3 Advisors to serve as a real estate development owners representatives for the Hopewell project; and

WHEREAS, the City helped incorporate City of Bloomington Capital Improvements, LLC (“CBCI”), in part, to act as overall coordinator, RDC representative, and project manager of the next stages of Hopewell development; and

WHEREAS, the RDC desires to memorialize CBCI’s role for the Hopewell development; and

WHEREAS, it is in the best interest of the Hopewell project for the RDC to delegate some of its duties under the RDC’s agreements with J.S. Held and U3 Advisors (“Agreements”), and assign those Agreements to be managed by CBCI; and

WHEREAS, even after assignment, the RDC would be responsible for funding the payments of those Agreements upon invoice by the CBCI in accordance with the Addendum to Agreement between the City and CBCI attached to this Resolution as Exhibit A; and

WHEREAS, Staff have negotiated assignments of the Agreements with J.S. Held and U3 Advisors, which are attached to this Resolution as Exhibits B and C.

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

1. The RDC reaffirms its support of the Hopewell project and reiterates that it serves the public’s best interests.
2. The RDC approves the Amended Agreement attached to this Resolution as Exhibit A.

3. The RDC also approves the Assignments of Agreements and Delegation of Duties attached to this Resolution as Exhibits B and C, and reiterates that the expenditures related to the Agreement serve the public's best interests and are an appropriate use of the Consolidated TIF.
4. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF BLOOMINGTON,  
INDIANA AND CITY OF BLOOMINGTON CAPITAL IMPROVEMENTS, INC.**

This Addendum supplements the Agreement between the City of Bloomington, Indiana, (the “City”) and City of Bloomington Capital Improvements, Inc. (“CBCI”) entered into on May 3, 2023, (“Agreement”), as follows:

1. Scope of Services to be Provided by City: The City and CBCI believe it is in the best interest of the partnership to add additional services to be performed by the City. The additional services shall be as follows:
  - (v) Upon notice of the CBCI to the City and its Redevelopment Commission, the City shall pay any and all invoices within forty-five (45) days of receipt related to the Hopewell Project as approved by CBCI, the City and the Redevelopment Commission in accordance with Section 3 of the Agreement, including but not limited to those contracts that have been assigned to the CBCI.
2. Other Contracts. The City and its Redevelopment Commission have assigned agreements and delegated performance under those agreements with U3 Advisors, attached to this Addendum as Exhibit A, and J.S. Held, attached to this Addendum as Exhibit B. CBCI accepts the assignment of the agreements and delegation of performance. As a function of its acceptance of the assignments and delegation, CBCI shall perform all duties under the agreements and invoice the City for outstanding payments due under the Agreements.
3. Scope of Services to be Provided by CBCI: CBCI agrees to perform reasonable services, which may include but are not limited to the following:
  - (i) CBCI shall act as primary project coordinator on behalf of the City and its Redevelopment Commission for all matters related to the redevelopment of the former site of the Indiana University Health Bloomington Hospital Site, now known as the “Hopewell Project.”
  - (ii) CBCI shall make recommendations to the Redevelopment Commission regarding strategy, real property transactions, priority, marketing, engagement, and any other matter that may necessarily arise as a result of the Hopewell Project.
  - (iii) CBCI shall report to the Redevelopment Commission no less than once every two months on the progress of the Hopewell Project in either executive session or meeting of the Redevelopment Commission as permitted under Indiana’s Open Door Law.
  - (iv) CBCI may also request that the Redevelopment Commission fund additional staff and support as may be necessary to carry out the functions of the Hopewell Project and the services outlined in the Agreement. Any additional City funding for CBCI must be approved in writing by the City and its Redevelopment Commission.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

**CBCI, INC.**

\_\_\_\_\_  
John Hamilton, Mayor

\_\_\_\_\_  
Mick Renneisen, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

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

\_\_\_\_\_  
Date

**ASSIGNMENT OF AGREEMENT AND DELEGATION OF DUTY**

The City of Bloomington Redevelopment Commission (the “RDC”) assigns to City of Bloomington Capital Improvements, Inc. (hereafter, “Assignee”) its Agreement with J.S. Held LLC (“Agreement”).

By the signature of its authorized representative of below, Assignee hereby accepts this assignment and assumes all duties, obligations and responsibilities under the terms and conditions of the attached Agreement effective as of the date of this Assignment. However, the RDC shall maintain responsibility and duty for ensuring that all invoices for services under the Agreement are paid in accordance of the terms of the agreement.

The Assignment of Agreement and shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana.

**IN WITNESS WHEREOF** Assignor has executed this Assignment of Leases this \_\_\_\_ day of December, 2023.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

**CITY OF BLOOMINGTON  
CAPTIAL IMPROVEMENTS, INC.**

\_\_\_\_\_  
By: Cindy Kinnarney, President

\_\_\_\_\_  
By: Mick Renneisen, President

**ASSIGNMENT OF AGREEMENT AND DELEGATION OF DUTY**

The City of Bloomington Redevelopment Commission (the “RDC”) assigns to City of Bloomington Capital Improvements, Inc. (hereafter, “Assignee”) its Agreement with U3 Advisors (“Agreement”).

By the signature of its authorized representative of below, Assignee hereby accepts this assignment and assumes all duties, obligations and responsibilities under the terms and conditions of the attached Agreement effective as of the date of this Assignment. However, the RDC shall maintain responsibility and duty for ensuring that all invoices for services under the Agreement are paid in accordance of the terms of the agreement.

The Assignment of Agreement and shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana.

**IN WITNESS WHEREOF** Assignor has executed this Assignment of Leases this \_\_\_\_ day of December, 2023.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

**CITY OF BLOOMINGTON  
CAPTIAL IMPROVEMENTS, INC.**

\_\_\_\_\_  
By: Cindy Kinnarney, President

\_\_\_\_\_  
By: Mick Renneisen, President

**23-113**  
**RESOLUTION OF THE REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDERS 2-8 TO PROJECT AGREEMENT WITH**  
**MILESTONE CONTRACTORS, LP FOR HOPEWELL PHASE 1 EAST**

- WHEREAS, in Resolution 18-10, the Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site (“Hopewell”), including Phase I East redevelopment (“Project”); and
- WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP (“Milestone”); and
- WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements (“Construction Services”) for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90) subject to the approval of the Board of Public Works; and
- WHEREAS, on May 23, 2023, the Board of Public Works approved the Agreement and Milestone Contractors, LP (“Milestone”) was awarded a construction services contract for infrastructure improvements in the amount of \$13,373,284.90; and
- WHEREAS, in Resolution 23-65, the RDC approved Change Order #1 (\$10,053.38); and
- WHEREAS, a need has arisen for additional work not negotiated at the time the Agreement was awarded, more specifically this additional work is to: add trees to meet the requirements of the UDO; replace subgrade materials, including excavation, geogrid installation, and the addition of compacted #53’s; excavate the area around two underground storage tanks; remove a foundation discovered in the area of the old stone cutting mill; redesign and change bollards from S10 to S20; change aggregate from #8 to #53 under the newly constructed roadway; and add ADA and back-in parking signs to meet signage requirements; and
- WHEREAS, City Staff and Milestone believe that change orders 2-8 (collectively “Change Order Package #1) to the Agreement is necessary and appropriate; and
- WHEREAS, a copy of the proposed Change Order Package #1 (\$154,571.81) is attached to the Resolution as Exhibit A; and

WHEREAS, the proposed Change Order Package #1 would modify the existing Agreement with Milestone from \$13,383,338.28 to \$13,537,910.09.

WHEREAS, the estimated full cost of the Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Legacy Hospital Site” and “Hopewell”) as represented on the Project Review & Approval Form will not increase, but rather project phase 7e will be modified to reflect the expenditures of those project phases, which includes the amount of Change Order Package #1.; and

WHEREAS, the City has brought the RDC an Amended Projected Review & Approval form which updates the expected costs of the project, and which is attached as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
2. The RDC amends the funding approval it made in Resolution 23-42 and amended in Resolution 23-65. The funding approval made in Resolution as amended by Resolution 23-65 for an amount not to exceed Thirteen Million Three Hundred Eighty-Three Thousand Three Hundred Thirty-Eight Dollars and Twenty-Eight Cents (\$13,383,338.28) shall be replaced by an approval for an amount not to exceed Thirteen Million Five Hundred Thirty-Seven Nine Hundred Ten Dollars and Nine Cents (\$13,537,910.09) to pay for: additional trees to meet the requirements of the UDO; replacing subgrade materials, including excavation, geogrid installation, and the addition of compacted #53's; excavation of the area around two underground storage tanks; foundation removal; bollard redesign and change from S10 to S20 bollards; aggregate change from #8 to #53 under the newly constructed roadway; and the addition of ADA and back-in parking signs to meet signage requirements. The expiration date of that funding shall remain December 31, 2025, and Resolution 23-42 as amended by Resolution 23-65 shall remain otherwise unchanged.

3.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

---

Date



## Board of Public Works Staff Report

---

**Project/Event:** Approve Change Order Package #1 for the Hopewell East Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Roy Aten

**Date:** December 19th, 2023

---

- **Report:** On June 21st, 2023 this project was awarded by the Board to Milestone Contractors LLC in the amount of \$13,373,284.90. This package of change orders include the following change orders totaling an addition of \$154,571.81 to the contract, for a final contract amount of \$13,527,856.71.
  - CO #2, Trees, +\$11,353.00 – Throughout bidding and grading permit review the number of trees were adjusted in order to meet UDO requirements.
  - CO #3, Road Undercuts, +\$45,480.00 - During construction three sections of subgrade failed proof-roll. The areas were excavated, geogrid was installed, and compacted 53's added.
  - CO #4, Underground Storage Tanks (UST), +\$3,392.78 - During construction two underground storage tanks were discovered on site. This change order is for the original excavation of the area surrounding the tanks. The tanks were later removed through the Indiana Brownfields Program.
  - CO #5, Foundation Removal, +\$8,000.00 - During construction a large concrete foundation was discovered in the area of the old stone cutting mill. The foundation was excavated to a depth to allow the roadway to be constructed.
  - CO #6, S-20 Bollards, +\$58,792.03 - Bollard locations have been redesigned and changed from S-10 to S-20 bollards. The S-20 bollards are crash resistant bollards that will be used during public events.
  - CO #7, Aggregate Change, +\$20,750.00 - The aggregate type has been changed from #8 to #53s under the newly constructed roadway.
  - CO #8, Signage Changes, +\$6,804.00 - ADA and Back-in Parking signs have been added to the project in order to meet signage requirements.



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

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<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	12/01/2023
<b>Type</b>	Other
<b>Summary</b>	Quantity adjustment to select tree items, as well as plant quantity adjustments.
<b>Change Order Description</b>	The quantities of the following pay items are increased or decreased by the quantity shown: Item No. 0161 [Deciduous Tree, Single Stem, 1.25" to 2.0"] +15.0 Each Item No. 0162 [Deciduous Tree, Single Stem, Over 2.0" to 2.5"] +2.0 Each Item No. 0165 [Deciduous Shrub, 18" to 24"] +14.0 Each Item No. 0166 [Coniferous, Broad Spreading] -24.0 Each Item No. 0169 [Plant, Perennial (#1)] -1.0 Each
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$11,353.00
<b>Revised Project Amount</b>	\$13,394,691.28

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0161	622-05649	EACH	\$707.000	42.000	\$29,694.00	15.000	\$10,605.00	57.000	\$40,299.00
DECIDUOUS TREE, SINGLE STEM, 1.25" to 2" TO 2"									
0162	622-05650	EACH	\$710.000	80.000	\$56,800.00	2.000	\$1,420.00	82.000	\$58,220.00
DECIDUOUS TREE, SINGLE STEM, OVER 2" TO 2.5"									
0165	622-05639	EACH	\$65.000	484.000	\$31,460.00	14.000	\$910.00	498.000	\$32,370.00
DECIDUOUS SHRUB, 18" TO "24									
0166	SP	EACH	\$65.000	151.000	\$9,815.00	-24.000	-\$1,560.00	127.000	\$8,255.00
CONIFEROUS, BROAD SPREADING									
0169	SP	EACH	\$22.000	3,728.000	\$82,016.00	-1.000	-\$22.00	3,727.000	\$81,994.00
PLANT, PERENNIAL (#1)									
5 items			Totals		\$209,785.00		\$11,353.00		\$221,138.00

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Board of Public Works

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	3
<b>Status</b>	Pending
<b>Date Created</b>	12/05/2023
<b>Type</b>	Changed Conditions
<b>Summary</b>	Undercuts from failed proof rolls at Centerstone parking lot, Madison St and University St
<b>Change Order Description</b>	<p>Centerstone Parking Lot: SW quadrant that runs E-W along 1st St and N-S along east side of Centerstone building. One area SW of the parking lot entrance off 1st St. See Patriot Field Report from that day. Area undercut 10'x15'.</p> <p>Madison St: Proof rolled Madison St N-S from approx Sta 23+00 -Sta 21+50. Had a failed area from South edge of Str#307 to approx Sta 21+00 in SBL. Shawn Hawk from Patriot Eng. onsite for proof roll, recommended 12" undercut replaced with geogrid to be followed by 12" of compacted #53 aggregates. See Patriot Field Report from that day. Area undercut 17'x24'.</p> <p>Madison St &amp; University St: Undercut the area of Madison St &amp; University St running approx 5' South of Str#303, Once excavated placed geogrid on the excavated area then began backfilling with #53 stone placing and compacting with SDR in 1" lifts. The compacted #53 tested by Patriot Engineering. Passing Troiler tests ranging from 98% - 100%. Dirt crew continued working on the subgrade proof rolled approx 200' of University St starting in the intersection of Madison St travelling EB. Shawn Hawk located and marked 2 additional areas to be undercut. Directed Milestone undercut &amp; compact the excavated area with SD Roller then cover with geogrid, followed by 2-12" lifts of compacted #53. Patriot Eng. Remained onsite for the duration of the undercuts testing the lifts in both locations with passing Troiler tests ranging from 98% - 106%. See Patriot Field Report from that day.</p> <p>11/16/2023 Undercuts: 1) 58'x20'x27' @ 85.93 Cys. 2) 23'x27'x27' @ 46 Cys 3) 9'x27'x4'x27' @ 36 Cys 4) 25'x43'x27' @ 79.63 Cys 5) 23'x6'x27' @ 10.22 Cys</p>

<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$45,480.00
<b>Revised Project Amount</b>	\$13,428,818.28

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0025	203-02000	C□S	\$46.000	13,135.000	\$604,210.00	270.000	\$12,420.00	13,405.000	\$616,630.00
E□CAVATION, COMMON									
0027	SP	S□S	\$2.000	3,060.000	\$6,120.00	330.000	\$660.00	3,390.000	\$6,780.00
GEOGRID - INTERA□ FILTERGRID N□750-FG									
0031	SP	TON	\$90.000	1,055.000	\$94,950.00	360.000	\$32,400.00	1,415.000	\$127,350.00
COMPACTED AGGREGATE NO. 53									
3 items			Totals		\$705,280.00		\$45,480.00		\$750,760.00

## Attachments

Document	Name	Description	Submission Date
20230908-22-0925-11C-FieldReport-962.pdf	20230908-22-0925-11C-FieldReport-962.pdf	Patriot Field Report 09-08-2023	12/05/2023 03:17 PM EST

3 attachments

Document	Name	Description	Submission Date
20231004-22-0925-11C-FieldReport-1721.pdf	20231004-22-0925-11C-FieldReport-1721.pdf	Patriot Field Report 10-04-2023	12/05/2023 03:16 PM EST
22-0925-11C-20231106-FieldReport-Hopewell_BHRU_Phase_1_East-2260.pdf	22-0925-11C-20231106-FieldReport-Hopewell BHRU Phase 1 East-2260.pdf	Patriot Field Report 11-06-2023	12/05/2023 03:18 PM EST
3 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	_____
Engineer	Contractor	Board of Public Works
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	4
<b>Status</b>	Pending
<b>Date Created</b>	12/05/2023
<b>Type</b>	Changed Conditions
<b>Summary</b>	UST Extra Work
<b>Change Order Description</b>	<p>On September 13, 2023 two underground storage tanks were found during excavations for the 15" storm pipe between storm structures 358A and 3528. The estimated location of the tank is shown on the marked up plan sheet in the attachments. The tank was not known to exist until discovery during excavation. Milestone incurred costs associated with excavations around the tank for liquid and soil testing by Metric. The costs incurred by Milestone were tracked on a time and materials basis. The summary of those costs are below:</p> <p>Equipment: Excavator 7 Hrs @ \$178.12/HR Skid Loader 7 Hrs @ \$75.56/HR</p> <p>Labor: Superintendent 4 Hrs @ \$76.75/HR (wages + fringe + benefits) Laborers 7 Hrs @ \$53.57/HR (wages + fringe + benefits) Operator 7 Hrs @ \$71.00/HR (wages + fringe + benefits)</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$3,392.78

---

**Revised Project Amount**      \$13,386,731.06

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
0210	109-04299	DOL	1.000	\$3,392.780	\$3,392.78
FORCE ACCOUNT WORK:					
<b>Reason:</b> Costs incurred by Milestone as the result of finding an unidentified UST.					
1 item					Total: \$3,392.78

## Attachments

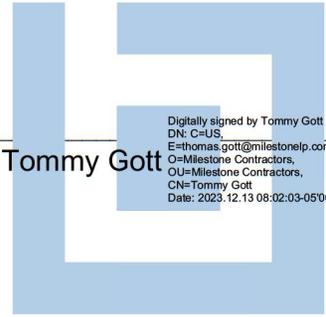
Document	Name	Description	Submission Date
Hopewell_Ph1E_-_Existing_Conditions_-_Tank_Location.pdf	Hopewell Ph1E - Existing Conditions - Tank Location.pdf	Estimated location of UST found.	12/05/2023 04:13 PM EST
UST_CHANGE_ORDER_WORK.pdf	UST CHANGE ORDER WORK.pdf	Milestone provided UST Change Order	12/05/2023 04:12 PM EST
UST_Photo_01.jpg	UST Photo 01.jpg		12/05/2023 04:13 PM EST
UST_Photo_02.jpg	UST Photo 02.jpg		12/05/2023 04:13 PM EST
UST_Photo_03.jpg	UST Photo 03.jpg		12/05/2023 04:13 PM
5 attachments			

Document	Name	Description	Submission Date
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EST

5 attachments

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	 <p>Tommy Gott</p> <p>Digitally signed by Tommy Gott  DN: C=US,  E=thomas.gott@milestonelp.com,  O=Milestone Contractors,  OU=Milestone Contractors,  CN=Tommy Gott  Date: 2023.12.13 08:02:03-05'00'</p>	Title
Date	Date	Date



P:\2022\22-0113 - IFA - POSI-Hopewell-Bloomington Hospital\5 - Deliverables\Exhibits\CAD Files\Phase II\Site and Vicinity Map.dwg

Source: <https://monroin.elevatemaps.io/#extent=3108000.7493267483,3107334.0826600815,1425664.5816117919,1425360.3281395698,2245>

**Exhibit 2 - Site Map**  
 Bloomington Hopewell Project  
 Phase II Limited Subsurface Investigation  
 640 S. Morton Street  
 Bloomington, Monroe County, Indiana  
 Metric Project # 22-0113

All locations approximate



Drawn by: ILJ  
 Checked by: JB  
 Approved by: KM  
 Date: September, 2022





Milestone Contractors, L.P.  
 4755 West Arlington Rd.  
 Bloomington, IN 47404  
 Phone: (812) 330-2037  
 Fax: (812) 330-2118

# PCO Pricing Sheet

**Date:** November 7, 2023

[www.milestonelp.com](http://www.milestonelp.com)

**Pages:** 4

**To:** City of Bloomington  
 Attn: Cecil Penland

**Project:** Hopewell East Phase 1

**Description:** UST EXTRA WORK

**Est. No.**

**Ref:** UST EXTRA WORK

**Qty:** 1 LS

**Labor:**

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 1,179.00

**Equipment:**

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ 1,776.00

**Material:**

Total Material Cost from Estimate Sheet:

Material Subtotal \$ -

**Subcontractors:**

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 2,955.00

Bond (.75% rate) 10% \$ 24.38

Labor Markup 10% \$ 235.80

Equipment Markup 10% \$ 177.60

Material Markup 10% \$ -

Subcontractor Markup 5% \$ -

**Total \$ 3,392.78**

Per LS

**Unit Price \$ 3,392.78**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

**Signed:** Tommy Gott

**Date:** November 7, 2023

**Terms:** Upon Receipt

**Submitted By:** Tommy Gott

**Approved By:** \_\_\_\_\_ Date

**Printed:** \_\_\_\_\_ Date

**Direct Cost Report**

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	-----	---------------	-----------	-------	----------------	----------	---------	------------------	----------

**BID ITEM = 1** Land Item SCHEDULE: 1 100  
 Description = UST WORK Unit = HR Takeoff Quan: 18.000 Engr Quan: 18.000

**1 UST WORK** **Quan: 18.00 HR Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		7.00 CH	<b>Prod:</b>	<b>0.7000 S</b>	Lab Pcs:	2.57	Eqp Pcs:	2.00
8EX4	Excavator - Standard C	1.00	7.00 HR	178.120		1,247			
8LO5	Skid Loader (BOBCAT) 5	1.00	7.00 HR	75.560		529			
HSUP41-81	Hourly Superintendent 41/8	0.57	3.99 MH	40.650		307			
LAB	laborers (all except 41/81)	1.00	7.00 MH	27.400		375			
OPR841	operator841	1.00	7.00 MH	34.850		497			
\$2,954.78	0.9994 MH/HR		17.99 MH	[ 36.541 ]		1,179		1,776	

=====> **Item Totals: 1 - UST WORK**  
 \$2,954.78 0.9994 MH/HR 17.99 MH [ 36.541 ] 1,179 1,776  
 164.154 18 HR 65.50 98.65

**\$2,954.78 \*\*\* Report Totals \*\*\*** 17.99 MH 1,179 1,776

**>>> indicates Non Additive Activity**

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
 Estimator-In-Charge:

**JOB DOES NOT HAVE NOTES**

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)









# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	5
<b>Status</b>	Pending
<b>Date Created</b>	12/05/2023
<b>Type</b>	Changed Conditions
<b>Summary</b>	Concrete Block Removal
<b>Change Order Description</b>	On October 12, 2023 Milestone uncovered a large concrete block while cutting subgrade for University St. The block was within the subgrade of University St so removal of the block to below subgrade was required. The block was broken using an excavator mounted hydraulic ram and the block was determined to be composed of concrete and stone with minimal rebar. Given the similarity the block removal to that of rock excavation it was agreed removal of the item would be paid at the project's set unit price for rock excavation. The block dimensions removed were approximately 13.5'x20'x4'.
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$8,000.00
<b>Revised Project Amount</b>	\$13,391,338.28

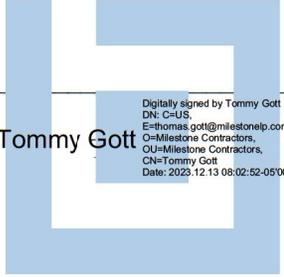
**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0182	203-02010	CYS	\$200.000	100.000	\$20,000.00	40.000	\$8,000.00	140.000	\$28,000.00
EXCAVATION, ROCK									
<b>Reason:</b> Removal of concrete block discovered below grade.									
1 item			Totals		\$20,000.00		\$8,000.00		\$28,000.00

**Attachments**

Document	Name	Description	Submission Date
IMG_3620.jpeg	IMG_3620.jpeg		12/05/2023 04:29 PM EST
IMG_3621.jpeg	IMG_3621.jpeg		12/05/2023 04:29 PM EST
IMG_3623.jpeg	IMG_3623.jpeg		12/05/2023 04:29 PM EST
3 attachments			

Not valid until signed by the Engineer, Contractor, and Owner

_____ Engineer	_____ Contractor	_____ Board of Public Works
_____ Title	 Tommy Gott	_____ Title
_____ Date	_____ Date	_____ Date

Digitally signed by Tommy Gott  
DN: C=US,  
E=thomas.gott@milestoneip.com,  
O=Milestone Contractors,  
OU=Milestone Contractors,  
CN=Tommy Gott  
Date: 2023.12.13 08:02:52-05'00'





# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

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<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	6
<b>Status</b>	Pending
<b>Date Created</b>	12/05/2023
<b>Type</b>	Scope Changes
<b>Summary</b>	Adding S-20 Bollards and Removing S-10 Bollards
<b>Change Order Description</b>	Bollard type for the project was changed from S-10 bollards to S-20 bollards, a more crash worthy type of bollard. This change was to match the bollard type used at other locations in the City. The change in bollard type also changes the bollard foundations.
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$58,792.03
<b>Revised Project Amount</b>	\$13,442,130.31

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0123	502-06999	SFT	\$30.000	800.000	\$24,000.00	-400.000	-\$12,000.00	400.000	\$12,000.00
CONCRETE PAVEMENT, 8 IN.									
0128	SP	SFT	\$42.000	936.000	\$39,312.00	534.000	\$22,428.00	1,470.000	\$61,740.00
UNIT PAVER, TYPE 1 (PEDESTRIAN)									
0135	SP	SFT	\$21.000	47,892.000	\$1,005,732.00	-534.000	-\$11,214.00	47,358.000	\$994,518.00
PERMEABLE PAVERS, TYPE 2 (VEHICULAR)									
0154	SP	EACH	\$2,600.000	14.000	\$36,400.00	-14.000	-\$36,400.00	0.000	\$0.00
REMOVABLE BOLLARD									
0155	SP	EACH	\$1,000.000	2.000	\$2,000.00	-2.000	-\$2,000.00	0.000	\$0.00
BOLLARD RACK, TYPE 1									
0156	SP	EACH	\$1,000.000	1.000	\$1,000.00	-1.000	-\$1,000.00	0.000	\$0.00
BOLLARD RACK, TYPE 2									
6 items	Totals				\$1,108,444.00		-\$40,186.00		\$1,068,258.00

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0191	105-06807	LS	1.000	\$98,978.030	\$98,978.03

ADDITIONAL

**Reason:** Costs associated with the change to S-20 bollards. This includes the following items: Bollard Rack, Type 1 (S-20) 3 EA @ \$1,406.26/EA Bollard Rack, Type 2 (S-20) 1 EA @ \$1,207.11/EA Removable Bollard (S-20) plus Foundations @ \$4,252.37/EA

1 item

Total: \$98,978.03

### Attachments

Document	Name	Description	Submission Date
BOLLARDS_DIRECT_COST_BREAKDOWN.pdf	BOLLARDS DIRECT COST BREAKDOWN.pdf		12/05/2023 04:46 PM EST
INDOT_CHANGE_ORDER_FORM_S-20_BOLLARDS.pdf	INDOT CHANGE ORDER FORM S-20 BOLLARDS.pdf		12/05/2023 04:46 PM EST
Material_Quote_-_Hopewell_Phase_1_East_V1.pdf	Material Quote - Hopewell Phase 1 East_V1.pdf		12/05/2023 04:46 PM EST
TYPE_1_BOLLARD_RACK_CO.pdf	TYPE 1 BOLLARD RACK CO.pdf		12/05/2023 04:46 PM EST
TYPE_2_BOLLARD_RACK_CO.pdf	TYPE 2 BOLLARD RACK CO.pdf		12/05/2023 04:46 PM EST

5 attachments

Not valid until signed by the Engineer, Contractor, and Owner

Engineer	Contractor	Board of Public Works
Title	 <p>Digitally signed by Tommy Gott DN: C=US, E=thomas.gott@milestoneip.com, O=Milestone Contractors, OU=Milestone Contractors, CN=Tommy Gott Date: 2023.12.13 10:41:42-0500</p>	Title
Date	Date	Date

Gott, Thomas

**Direct Cost Report**

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	-----	---------------	-----------	-------	----------------	----------	---------	------------------	----------

**BID ITEM = 1**  
 Description = BOLLARDS  
 Land Item Unit = EA  
 SCHEDULE: 1  
 Takeoff Quan: 100  
 Engr Quan: 22.000  
 WC: 1

**1 S-20 BOLLARD MATERIAL**      **Quan: 22.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLLARDS S-20 BPLLARDS 1.00 22.00 EA 2,340.000 51,480

**3 CIP FOUNDATION**      **Quan: 22.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

26 foundations

<u>BLANK</u>	(Mod) Blank Crew		47.27	CH	<b>Prod:</b>	<b>4.7270 S</b>	Lab Pcs:	5.00	Eqp Pcs:	0.00
2C101	Class A Gravel Concrete	1.00	46.00	CY	171.000		7,866			
2SR01	Gr 60 Rebar	1.00	900.00	LB	0.700		630			
FIN41-81	finisher 41-81	4.00	189.08	MH	33.240	12,765				
HSUP41-81	Hourly Superintendent 41/8	1.00	47.27	MH	40.650	3,635				
\$24,896.47	10.7431 MH/EA		236.35	MH	[ 410.327 ]	16,400	8,496			

**2 EXCAVATION**      **Quan: 22.00 EA Hrs/Shft: 10.00 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		26.00	CH	<b>Prod:</b>	<b>2.6000 S</b>	Lab Pcs:	3.10	Eqp Pcs:	1.00	**Unreviewed
3D	Dump Fees	1.00	3.00	LD	30.000			90			
5103	Haul Exc (HR)	1.00	10.00	HR	132.000						1,320
8EX1	Excavator - Small 5435	1.00	26.00	HR	112.360	2,921					
HSUP41-81	Hourly Superintendent 41/8	1.10	28.60	MH	40.650	2,065					
LAB	laborers (all except 41/81)	1.00	26.00	MH	27.400	1,311					
OPR841	operator841	1.00	26.00	MH	34.850	1,742					
\$9,450.01	3.6636 MH/EA		80.60	MH	[ 126.413 ]	5,119	2,921	90			1,320

**=====> Item Totals: 1 - BOLLARDS**

\$85,826.48	14.4068 MH/EA	316.95	MH	[ 536.74 ]	21,519	2,921	59,976	90		<b>1,320</b>
3,901.204	22 EA				978.14	132.79	2,726.18	4.09		60.00

**\$85,826.48      \*\*\* Report Totals \*\*\*      316.95 MH      21,519      2,921      59,976      90      1,320**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508      40 HR WEEK (5 X 8)
- 509      45 HR WEEK (5 X 9)
- 510      50 HR WEEK (5 X 10) (Default Calendar)**
- 511      55 HR WEEK (5 X 11)
- 512      60 HR WEEK (5 X 12)
- 513      65 HR WEEK (5 X 13)

**Direct Cost Report**

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
<hr/>										
<b>BID ITEM</b>	=	<b>1</b>								
Description =	BOLLARDS		Land Item	SCHEDULE:	1	100				
			Unit =	EA	Takeoff	Quan:	22.000	Engr	Quan:	22.000
514	70 HR WEEK (5 X 14)									
608	48 HR WEEK (6 X 8)									
609	54 HR WEEK (6 X 9)									
610	60 HR WEEK (6 X 10)									
611	66 HR WEEK (6 X 11)									
612	72 HR WEEK (6 X 12)									
613	78 HR WEEK (6 X 13)									
614	84 HR WEEK (6 X 14)									
800	SATURDAY ONLY (TIME & 1/2)									
900	SUNDAY ONLY (DOUBLE TIME)									



Milestone Contractors, L.P.  
 4755 West Arlington Rd.  
 Bloomington, IN 47404  
 Phone: (812) 330-2037  
 Fax: (812) 330-2118

# PCO Pricing Sheet

**Date:** November 20, 2023

[www.milestonelp.com](http://www.milestonelp.com)

**Pages:** 4

**To:** City of Bloomington  
 Attn: Cecil Penland

**Project:** Hopewell East Phase 1

**Description:** S-10 BOLLARDS

**Est. No.**

**Ref:** S-10 BOLLARDS

**Qty:** 22 EA

**Labor:**

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 21,519.00

**Equipment:**

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ 2,921.00

**Material:**

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 59,976.00

**Subcontractors:**

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 84,416.00

Bond (.75% rate) 10% \$ 696.43

Labor Markup 10% \$ 2,150.00

Equipment Markup 10% \$ 292.10

Material Markup 10% \$ 5,997.60

Subcontractor Markup 5% \$ -

**Total** \$ **93,552.13**

Per EA

**Unit Price** \$ **4,252.37**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

**Signed:** Tommy Gott

**Date:** November 20, 2023

**Terms:** Upon Receipt

**Submitted By:** Tommy Gott

**Approved By:** \_\_\_\_\_ Date

**Printed:** \_\_\_\_\_ Date

# Project Quotation



TrafficGuard® Inc.  
PO Box 201, Geneva, Illinois 60134  
[www.trafficguard.net](http://www.trafficguard.net)  
[sales@trafficguard.net](mailto:sales@trafficguard.net)  
877-727-7347 FAX: 800-814-7194

Created Date 11/7/2023 Quote Number 23-17171  
Project Name Milestone Contractors North Inc. - Hopewell  
Phase 1 East

## Materials

Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 F S20	"Heavy Traffic" Galvanized, 18 inch tall ground sleeve with welded in place stop pins and galvanized ground sleeve filler piece for flush mount when bollard is removed. Consists of 2008 ASTM P04 8" hot dipped galvanized filler piece and the 2008 ASTM W02 18" hot dipped galvanized sleeve.	\$2,340.00	22.00	\$51,480.00
SR8-4	4 unit storage rack - 56 LBS	\$688.00	1.00	\$688.00
SR8-6	Galvanized 6 unit storage rack with 8" tall holders - 84 LBS	\$968.00	3.00	\$2,904.00

Subtotal \$55,072.00  
Shipping and Handling \$815.00  
Grand Total \$55,887.00

***This bid is valid 30 days***

**We accept Visa, MasterCard & American Express**

**This bid is valid 30 days** and cannot be extended without expressed written confirmation from the manufacturer. Above prices do not include installation, site restoration or other site preparation necessary for a safe installation. Sales tax, if applicable is not included. **No retentions** allowed.

**Direct Cost Report**

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	--------------	------	-----------	-------	----------------	----------	---------	------------------	----------

**BID ITEM = 1**  
 Description = BOLLARD RACK TYP 1

Land Item Unit = SCHEDULE: 1 100  
 EA Takeoff Quan: 3.000 Engr Quan: 3.000

**1 S-20 BOLLARD RACK TYP 1 MATERIAL** **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLRACKTYP1BOLLARD RACK TYP 1 1.00 3.00 EA 968.000 2,904

**3 INSTALL BOLLARD RACK TYP 1** **Quan: 3.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		4.50	CH	<b>Prod:</b>	<b>0.4500 S</b>	Lab Pcs:	3.00	Eqp Pcs:	0.00
3M	MISC. SUPPLIES	1.00	3.00	EA	75.000			225		
HSUP41-81	Hourly Superintendent 41/8	1.00	4.50	MH	40.650	346				
LAB	laborers (all except 41/81)	2.00	9.00	MH	27.400	482				
\$1,053.42	4.5000 MH/EA		13.50	MH	[ 157.493 ]	828		225		

=====> **Item Totals: 1 - BOLLARD RACK TYP 1**

\$3,957.42	4.5000 MH/EA	13.50	MH	[ 157.493 ]	828	2,904	225
1,319.140	3 EA				276.14	968.00	75.00

**\$3,957.42 \*\*\* Report Totals \*\*\*** 13.50 MH 828 2,904 225

**>>> indicates Non Additive Activity**

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:  
 Estimator-In-Charge:

**JOB DOES NOT HAVE NOTES**

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)



Milestone Contractors, L.P.  
 4755 West Arlington Rd.  
 Bloomington, IN 47404  
 Phone: (812) 330-2037  
 Fax: (812) 330-2118

# PCO Pricing Sheet

**Date:** November 13, 2023

[www.milestonelp.com](http://www.milestonelp.com)

**Pages:** 4

**To:** City of Bloomington  
 Attn: Cecil Penland

**Project:** Hopewell East Phase 1

**Description:** TYPE 1 BOLLARD RACK

**Est. No.**

**Ref:** TYPE 1 RACK

**Qty:** 3 EA

**Labor:**

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 828.00

**Equipment:**

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

**Material:**

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 2,904.00

**Subcontractors:**

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 3,732.00

Bond (.75% rate) 10% \$ 30.79

Labor Markup 10% \$ 165.60

Equipment Markup 10% \$ -

Material Markup 10% \$ 290.40

Subcontractor Markup 5% \$ -

**Total \$ 4,218.79**

Per EA

**Unit Price \$ 1,406.26**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

**Signed:** Tommy Gott

**Date:** November 13, 2023

**Terms:** Upon Receipt

**Submitted By:** Tommy Gott

**Approved By:** \_\_\_\_\_ Date

**Printed:** \_\_\_\_\_ Date

**Direct Cost Report**

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
-------------------	------	--------------	------	-----------	-------	----------------	----------	---------	------------------	----------

**BID ITEM = 1**  
 Description = BOLLARD RACK TYP 2

Land Item Unit = SCHEDULE: 1 100  
 EA Takeoff Quan: 1.000 Engr Quan: 1.000

**1 S-20 BOLLARD RACK TYP 2 MATERIAL**      **Quan: 1.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

2BOLRACKTYP2BOLLARD RACK TYP 2    1.00    1.00 EA                    688.000                    688

**3 INSTALL BOLLARD RACK TYP 2**                    **Quan: 1.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 1**

<u>BLANK</u>	(Mod) Blank Crew		2.00	CH	<b>Prod:</b>	<b>0.2000 S</b>	Lab Pcs:	3.00	Eqp Pcs:	0.00
3M	MISC. SUPPLIES	1.00	1.00	EA	75.000				75	
HSUP41-81	Hourly Superintendent 41/8	1.00	2.00	MH	40.650	154				
LAB	laborers (all except 41/81)	2.00	4.00	MH	27.400	214				
\$443.18	6.0000 MH/EA		6.00	MH	[ 209.99 ]	368			75	

====> **Item Totals: 1 - BOLLARD RACK TYP 2**

\$1,131.18	6.0000 MH/EA		6.00	MH	[ 209.99 ]	368		688		75
1,131.180				1 EA		368.18		688.00		75.00

**\$1,131.18      \*\*\* Report Totals \*\*\*      6.00 MH                    368                    688                    75**

**>>> indicates Non Additive Activity**

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

Bid Date:    Owner:    Engineering Firm:  
    Estimator-In-Charge:

**JOB DOES NOT HAVE NOTES**

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508            40 HR WEEK (5 X 8)
- 509            45 HR WEEK (5 X 9)
- 510            50 HR WEEK (5 X 10) (Default Calendar)**
- 511            55 HR WEEK (5 X 11)
- 512            60 HR WEEK (5 X 12)
- 513            65 HR WEEK (5 X 13)
- 514            70 HR WEEK (5 X 14)
- 608            48 HR WEEK (6 X 8)
- 609            54 HR WEEK (6 X 9)
- 610            60 HR WEEK (6 X 10)
- 611            66 HR WEEK (6 X 11)
- 612            72 HR WEEK (6 X 12)
- 613            78 HR WEEK (6 X 13)
- 614            84 HR WEEK (6 X 14)
- 800            SATURDAY ONLY (TIME & 1/2)
- 900            SUNDAY ONLY (DOUBLE TIME)



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 Fax: (812) 330-2118

# PCO Pricing Sheet

**Date:** November 13, 2023

[www.milestonelp.com](http://www.milestonelp.com)

**Pages:** 4

**To:** City of Bloomington  
 Attn: Cecil Penland

**Project:** Hopewell East Phase 1

**Description:** TYPE 2 BOLLARD RACK

**Est. No.**

**Ref:** TYPE 2 RACK

**Qty:** 1 EA

**Labor:**

Total Labor Cost from Estimate Sheet:

Labor Subtotal \$ 368.00

**Equipment:**

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

**Material:**

Total Material Cost from Estimate Sheet:

Material Subtotal \$ 688.00

**Subcontractors:**

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal

Subtotal \$ 1,056.00

Bond (.75% rate) 10% \$ 8.71

Labor Markup 10% \$ 73.60

Equipment Markup 10% \$ -

Material Markup 10% \$ 68.80

Subcontractor Markup 5% \$ -

**Total \$ 1,207.11**

Per EA

**Unit Price \$ 1,207.11**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

**Signed:** Tommy Gott

**Date:** November 13, 2023

**Terms:** Upon Receipt

**Submitted By:** Tommy Gott

**Approved By:** \_\_\_\_\_ Date

**Printed:** \_\_\_\_\_ Date



# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	7
<b>Status</b>	Pending
<b>Date Created</b>	12/06/2023
<b>Type</b>	Scope Changes
<b>Summary</b>	Asphalt Pavement Areas - Aggregate Change from #8s to #53s
<b>Change Order Description</b>	<p>The type of aggregate below the asphalt pavement was changed from a 6" section of open-graded No. 8 aggregate to a 6" section of compacted No. 53 aggregate. The request for the change in aggregate type was initiated by Milestone. Milestone presented concerns regarding the open-graded No. 8 aggregate holding water leading to subgrade failure.</p> <p>Madison St Area: North: 6,302.5 SF South: 7,892.5 SF Total Area: 14,195 SF = 1,577.22 SY Total Volume: 262.87 CY --&gt; Base Bid Quantity: 265 CY Use base bid quantity for deduct INDOT Quantity Factor 6 in. compacted aggregate = 0.333 T/SY Aggregate Quantity = 525 Tons</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$20,750.00

**Revised Project Amount**      \$13,404,088.28

### Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0030	SP	CYS	\$100.000	265.000	\$26,500.00	-265.000	-\$26,500.00	0.000	\$0.00
COMPACTED AGGREGATE NO. 8									
<b>Reason:</b> Compacted aggregate No. 8 deleted from pavement section and replaced with No. 53 aggregate.									
0031	SP	TON	\$90.000	1,055.000	\$94,950.00	525.000	\$47,250.00	1,580.000	\$142,200.00
COMPACTED AGGREGATE NO. 53									
<b>Reason:</b> Compacted aggregate No. 8 deleted from pavement section and replaced with No. 53 aggregate.									
2 items			Totals		\$121,450.00		\$20,750.00		\$142,200.00

### Attachments

Document	Name	Description	Submission Date
Madison_St_Area_Takeoff.pdf	Madison St Area Takeoff.pdf		12/06/2023 01:44 PM EST
1 attachment			

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Board of Public Works

\_\_\_\_\_  
Title

Tommy Gott

Digitally signed by Tommy Gott  
DN: cn=US,  
E=thomas.gott@milestoneb.com,  
O=Milestone Contractors,  
OU=Milestone Contractors,  
CN=Tommy Gott  
Date: 2023.12.13 08:03:32-0500'

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# City of Bloomington, Indiana

## Change Order Details

### Hopewell Phase I East Infrastructure

---

<b>Description</b>	Construction of infrastructure for Hopewell Phase I East Site.
<b>Prime Contractor</b>	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
<b>Change Order</b>	8
<b>Status</b>	Pending
<b>Date Created</b>	12/06/2023
<b>Type</b>	Scope Changes
<b>Summary</b>	Signage Updates - Accessible Parking and Back-In Parking
<b>Change Order Description</b>	<p>Back-in parking signage was added to the project to instruct how to use the back-in parking and restrict the spaces to back-parking only. The base bid did not include the quantity for the accessible parking signs at Centerstone's parking lot. This change order adds that quantity to the project.</p> <p>During the City's grading permit review the signage at the intersection of Rogers &amp; University was removed because the grade breaks along Rogers St were reduced deleting the need for the signage. This change order updates quantities to reflect the plan updates.</p>
<b>Awarded Project Amount</b>	\$13,373,284.90
<b>Authorized Project Amount</b>	\$13,383,338.28
<b>Change Order Amount</b>	\$6,804.00
<b>Revised Project Amount</b>	\$13,390,142.28

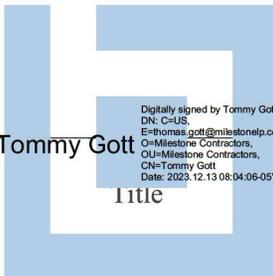
**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0046	SP	LFT	\$23.500	162.000	\$3,807.00	72.000	\$1,692.00	234.000	\$5,499.00
SIGN POST, SQ TYP 2, UNREINF, ANCHOR BASE									
0047	SP	EACH	\$800.000	12.000	\$9,600.00	6.000	\$4,800.00	18.000	\$14,400.00
SIGN POST ASSEMBLY									
0048	SP	SFT	\$30.000	53.000	\$1,590.00	20.000	\$600.00	73.000	\$2,190.00
SIGN, SHEET, WITH LEGEND, 0.80 IN. THICKNESS									
0050	SP	SFT	\$32.000	9.000	\$288.00	-9.000	-\$288.00	0.000	\$0.00
SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS									
4 items			Totals		\$15,285.00		\$6,804.00		\$22,089.00

**Attachments**

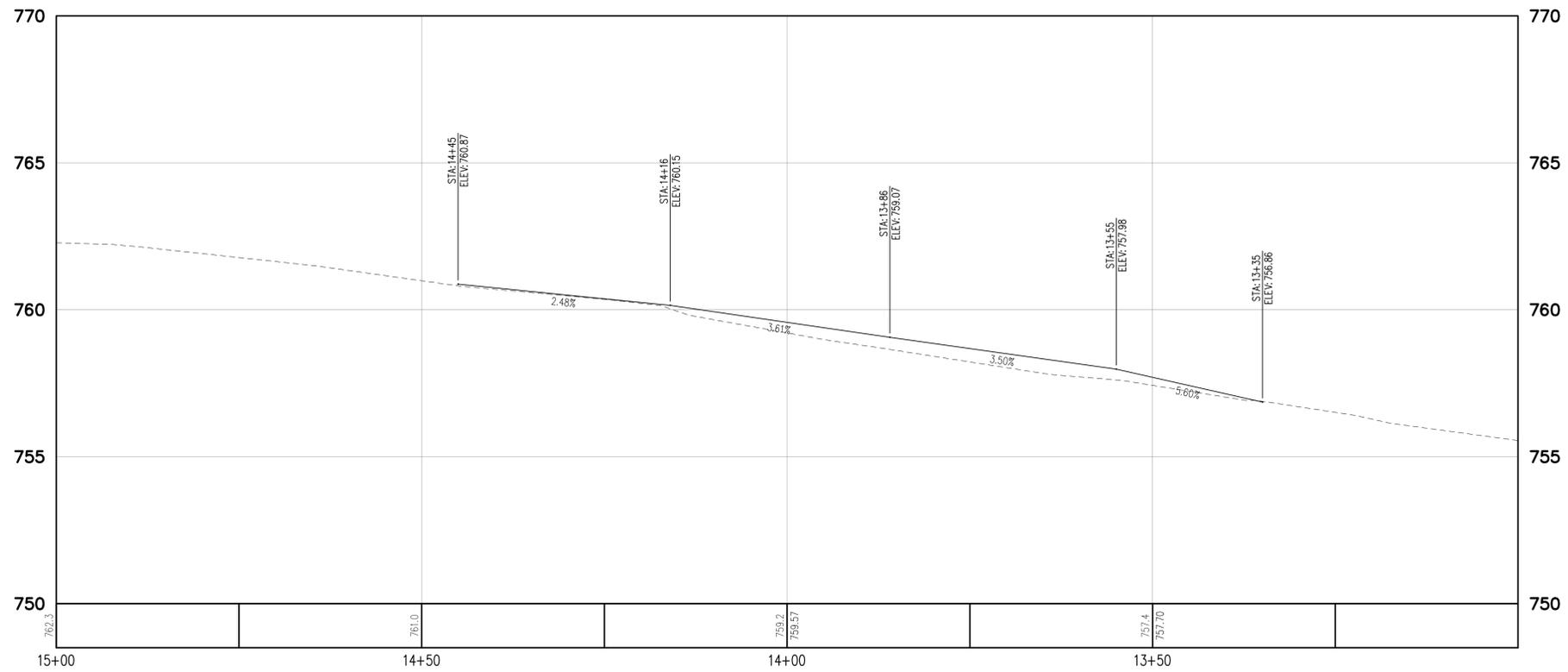
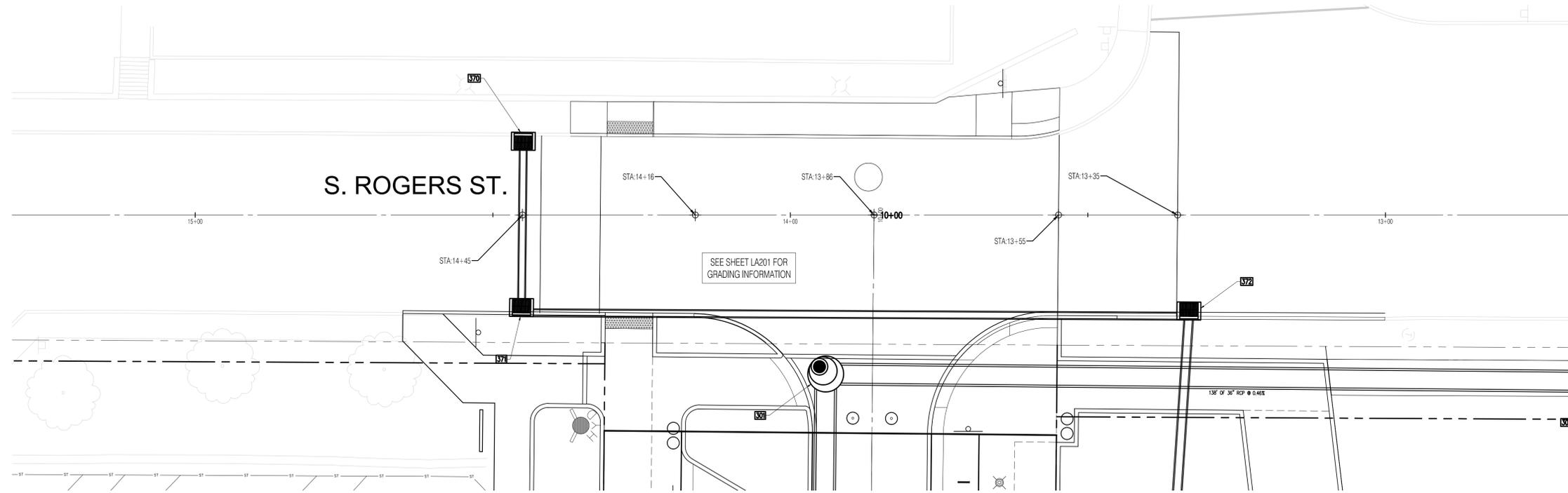
Document	Name	Description	Submission Date
Hopewell_Phase_1_East_Field_Order_No._17_-_Rogers_St__Signag e_Updates_-_2023-12-06.pdf	Hopewell Phase 1 East_Field Order No. 17 - Rogers St & Signage Updates - 2023-12-06.pdf		12/06/2023 02:22 PM EST
1 attachment			

Not valid until signed by the Engineer, Contractor, and Owner

_____ Engineer	_____ Contractor	_____ Board of Public Works
_____ Title	 Tommy Gott Title	_____ Title
_____ Date	_____ Date	_____ Date

Digitally signed by Tommy Gott  
DN: C=US,  
E=thomas.gott@milestonep.com,  
O=Milestone Contractors,  
OU=Milestone Contractors,  
CN=Tommy Gott  
Date: 2023.12.13 08:04:06-05'00'





REVISIONS	
NO.	DESCRIPTION

CLIENT:

**CITY OF BLOOMINGTON**  
Bloomington, IN 47403

DESIGN TEAM

**shrewsberry REA**  
ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING

**BEE**  
ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING  
STYLIAN PANTO & ASSOCIATES, INC.  
528 North Walnut Street  
Bloomington, Indiana 47404 (317) 332-8030

CERTIFIED BY:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**HOPEWELL INFRASTRUCTURE & SITE ENGINEERING**  
**PHASE 1 EAST - RE-BID**  
 CITY OF BLOOMINGTON  
 BLOOMINGTON, INDIANA 47403

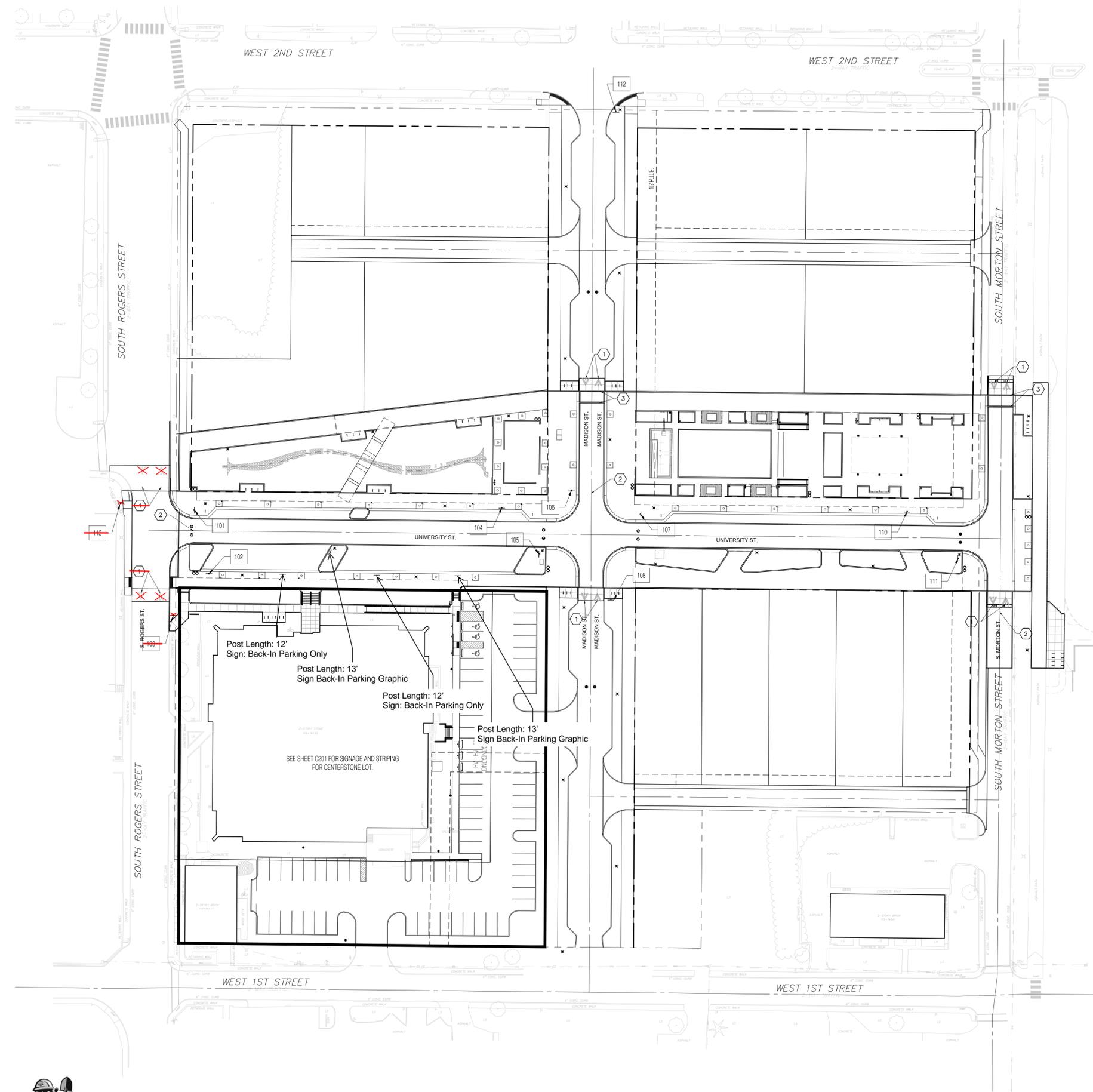
DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS: RE-BID	
SHEET TITLE: ROGERS STREET IMPROVEMENT PLAN	
SHEET NO.: C101B	

7/10/2023 1:14 PM, User: Mike



**ROGERS STREET INTERSECTION PLAN**  
Scale: 1/2" = 1'-0"



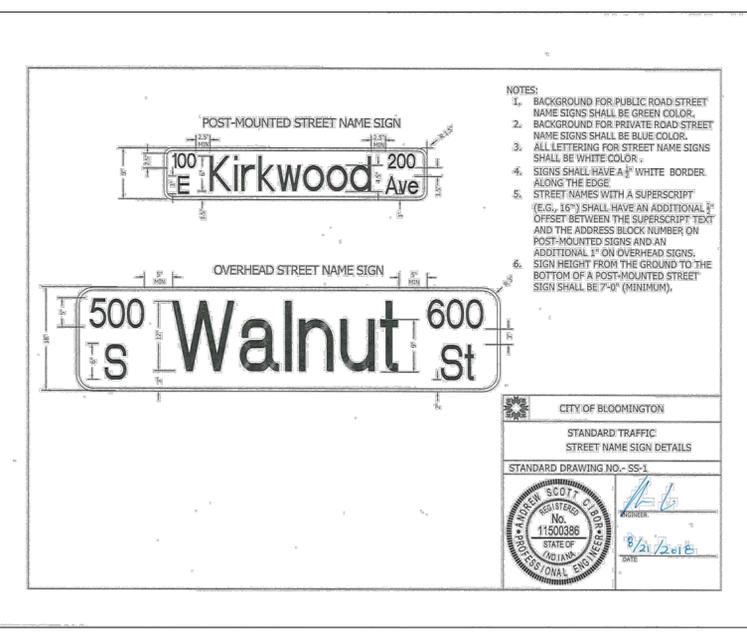


SHEET SIGN AND POST SUMMARY																
POST ID	SIGN ID	STREET NAME	MUTCD CODE	DESCRIPTION	DIR OF TRAVEL	SIGN SIZE		GROUND MOUNTED SIGN AREA (SQ. FT.)			SIGN COLOR		POST			
						WIDTH INCHES	HEIGHT INCHES	SINGLE FACED	DOUBLE FACED	BACKGROUND COLOR	LEGEND COLOR	TYPE 2	SQUARES			
											POST LENGTH (FT.)		TOTAL			
											1	2				
301	101-1		R1-1	STOP	W	30	30	6.25			RED	WHITE	14.50	14.50		
301	101-2	ROGERS ST	D3-1	STREET NAME	E/W	48	9		3.00		GREEN	WHITE		6.00		
301	101-3	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		6.00		
302	102-1		R7-8	PARKING RESTRICTION	E	12	18	1.50			WHITE	GREEN	12.50	12.50		
302	102-2		R7-8P	VAN ACCESSIBLE	E	12	6	0.50			WHITE	GREEN		6.00		
303	103-1		W3-2	SPEED HUMP	N	30	30	6.25			YELLOW	BLACK	14.50	14.50		
303	103-2		W3-2P	ADVISORY SPEED (20MPH)	N	18	18	2.25			YELLOW	BLACK		6.00		
304	104-1		R7-8	PARKING RESTRICTION	W	12	18	1.50			WHITE	GREEN	12.50	12.50		
305	105-1		R1-1	STOP	E	30	30	6.25			RED	WHITE	13.50	13.50		
305	105-2		R1-3P	ALL WAY	E	18	6	0.75			RED	WHITE		6.00		
306	106-1		R1-1	STOP	S	30	30	6.25			RED	WHITE	13.50	13.50		
306	106-2		R1-3P	ALL WAY	S	18	6	0.75			RED	WHITE		6.00		
307	107-1		R1-1	STOP	W	30	30	6.25			RED	WHITE	15.00	15.00		
307	107-2		R1-3P	ALL WAY	W	18	6	0.75			RED	WHITE		6.00		
307	107-3	MADISON ST	D3-1	STREET NAME	E/W	54	9		3.38		GREEN	WHITE		6.00		
307	107-4	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		6.00		
308	108-1		R1-1	STOP	N	30	30	6.25			RED	WHITE	13.50	13.50		
308	108-2		R1-3P	ALL WAY	N	18	6	0.75			RED	WHITE		6.00		
309	109-1		R7-8	PARKING RESTRICTION	N	12	18	1.50			WHITE	GREEN	6.00	6.00		
310	110-1		R7-8	PARKING RESTRICTION	W	12	18	1.50			WHITE	GREEN	12.00	12.00		
311	111-1		R1-1	STOP	E	30	30	6.25			RED	WHITE	14.50	14.50		
311	111-2	MORTON ST	D3-1	STREET NAME	E/W	48	9		3.00		GREEN	WHITE		6.00		
311	111-3	UNIVERSITY ST	D3-1	STREET NAME	N/S	60	9		3.75		GREEN	WHITE		6.00		
312	112-1		R1-1	STOP	N	30	30	6.25			RED	WHITE	13.00	13.00		
313	113-1		W3-2	SPEED HUMP	S	30	30	6.25			YELLOW	BLACK	14.50	14.50		
313	113-2		W3-2P	ADVISORY SPEED (20MPH)	S	18	18	2.25			YELLOW	BLACK		6.00		
<b>TOTALS</b>								<b>199.25</b>	<b>0.00</b>	<b>6.00</b>	<b>20.63</b>				<b>124.88</b>	<b>134.00</b>
Centerstone Accessible Space 01	R7-8	Parking Restriction		12	18	1.50				Green	White	12.50	12.50			
Centerstone Accessible Space 02	R7-8	Parking Restriction		12	18	1.50				Green	White	12.50	12.50			
Centerstone Accessible Space 03	R7-8	Parking Restriction		12	18	1.50				Green	White	12.50	12.50			
Centerstone Accessible Space 04	R7-8P	Van Accessible		12	6	0.50				Green	White	12.50	12.50			
Back-In Parking Only 01	N/A	Back-In Parking Only		12	18	1.50				Green	White	12.00	12.00			
Back-In Parking Graphic 01	N/A	Back-In Parking Graphic		24	30	5.00				Green	White	13.00	13.00			
Back-In Parking Only 02	N/A	Back-In Parking Only		12	18	1.50				Green	White	12.00	12.00			
Back-In Parking Graphic 02	N/A	Back-In Parking Graphic		24	30	5.00				Green	White	13.00	13.00			
<b>FO Grand Total</b>								<b>72.75</b>							<b>234.00</b>	

- INDIANA MUTCD.**
- ALL SIGNS LOCATIONS ARE TO BE FIELD VERIFIED FOR UTILITY CONFLICT PRIOR TO INSTALLATION. UTILITY LOCATES ARE REQUIRED FOR ALL SIGN POST INSTALLATIONS.
  - PRISMATIC HIGH INTENSITY SHEETING OR BETTER SHALL BE USED FOR ALL SIGNS.
  - ALL STREET NAME SIGNS SHALL BE MIXED UPPER AND LOWER CASE PER CITY OF BLOOMINGTON STANDARDS.
  - ALL STREET NAME SIGNS SHALL HAVE SHOP DRAWINGS APPROVED BY THE CITY PRIOR TO FABRICATION AND INSTALLATION.
  - EACH STREET NAME SIGN SHALL BE INSTALLED PARALLEL TO THE STREET WHICH IT NAMES.
  - APPLICATION OF PRIMER IS REQUIRED PRIOR TO INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS ON CONCRETE SURFACES.

**LEGEND**

ITEM	DESCRIPTION
①	PAVEMENT MESSAGE MARKINGS THERMOPLASTIC LANE INDICATION ARROW
②	RAISED PAVEMENT MARKER
③	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.
	12" THERMOPLASTIC WHITE CHEVRON PAVEMENT MARKINGS FOR SPEED TABLE PER IN MUTCD FIGURE 3B-30, OPTION B
	BLUE RAISED RETROREFLECTIVE PAVEMENT MARKER INSTALLED AT CENTERLINE OF ROADWAY PERPENDICULAR TO FIRE HYDRANT LOCATION SEE INDOT STANDARD SPECIFICATIONS SECTION 808.11
	6" THERMOPLASTIC LINES FOR SIDEWALK CROSSINGS. COST OF MATERIAL, LABOR AND EQUIPMENT TO COMPLETE THIS WORK SHALL BE CONSIDERED IN OTHER ITEMS.



**SIGNAGE AND PAVEMENT MARKING PLAN**  
Scale: 1" = 40'-0"

NO.	DATE	DESCRIPTION

CLIENT:  
**CITY OF BLOOMINGTON**  
Bloomington, IN 47403

DESIGN TEAM:  
**shrewsberry REA**  
ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING  
BEE ARCHITECTURAL CIVIL ENGINEERING PLANNING LAND SURVEYING  
VITAM PANTO & ASSOCIATES, INC.  
528 North Walnut Street  
Bloomington, Indiana 47404 (317) 332-8030

CERTIFIED BY:  
**MATTHEW D. WALLACE**  
REGISTERED PROFESSIONAL ENGINEER  
No. 10302418  
STATE OF INDIANA  
Matthew D. Wallace

**HOPEWELL INFRASTRUCTURE & SITE ENGINEERING**  
PHASE 1 EAST - RE-BID  
CITY OF BLOOMINGTON  
BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023 PROJECT NO.: 21-0049  
DRAWN BY: RDR CHECKED BY: MDW  
DRAWING STATUS: RE-BID  
SHEET TITLE: SIGNAGE AND PAVEMENT MARKING PLAN  
SHEET NO.: C102B



City of Bloomington  
Redevelopment Commission  
Amended Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Larry Allen, Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018

End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	<del>\$35,852,994.78</del> \$37,124,148.51

Sources of funds:	Total: <del>\$35,869,189.74</del> \$37,420,337.00
Consolidated TIF	<del>\$30,000,000.00</del> \$31,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74 <del>\$4,601,337.00</del>
Development Contribution, 229 W 1 <sup>st</sup> St	\$19,000.00
READI Grant	\$1,800,000.00

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

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	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Environmental Consulting – for HUD funding	\$9,400	2023-2024
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
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3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	<del>\$6,320,267</del> \$7,436,848.92	2020-2023–2024
	6a. Design – VS Engineering	<del>\$680,000</del> \$677,264	Oct. 2020 – Dec. 2023–2024
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	<del>Tentatively Estimated \$475,000</del> \$433,001.20	Apr. 2023 – Nov. 2023 Dec 2024

	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding) <del>\$6,247,803.72</del>	Apr. 2023 – Nov. 2023- <del>Dec. 2024</del>
	6e Tree Removal	\$10,800	
7.	<del>Phase 1 East Hopewell East</del>	<del>\$17,431,680.58</del> \$17,586,252.39	June 2021 – Aug. 2024 <del>Dec 2024</del>
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
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	8a Kohr Preservation	\$81,400	2022-23
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9.	<b>Ongoing Services</b>	Est. \$545,645.57	
	9a Security Patrols – Marshall	<del>\$127,198.95</del> <del>\$147,198.95</del> <del>\$165,698.95</del> \$190,698.95	2022-23
	9b Enhanced Security	Est. \$450,000 <del>-\$200,000</del> \$175,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. \$200,000 \$189,946.62 \$169,946.62	2023-2025
10	<b>Parking Garage</b>	\$87,675	

	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024

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

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  - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
  - 18-61 Approval of Funding for Phase 1 Environmental Assessment
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  - 19-28 Approval of Funding for Due Diligence and Legal Fees
  - 19-44 Approval of Third Amendment to Purchase Agreement
  - 19-94 Approval to Keep Parking Garage
  - 19-95 Approval of Fourth Amendment to Purchase Agreement
  - 20-09 Approval of Amended Project Review Form
  - 20-12 Agreement with Master Planner – SOM
  - 20-79 Design Contract for 1st Street Reconstruction
  - 20-86 Purchase Agreement for 413 W. 2nd Street
  - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
  - 21-32 Design Contract for Phase 1 East
  - 21-45 Amended Project Review and Approval Form
  - 21-80 Agreement for Naming and Branding Services

- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-XXX Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-XXX Change Order Package #1 for the Hopewell East Project
- 23-XXX Approval of Hopewell Post-Closing Agreement

*To Be Completed by Redevelopment Commission Staff:*

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

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

**23-114  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FOURTH AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT  
HOPEWELL PROPERTIES**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved an agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 22-48 to provide the security patrols for the RDC-owned property in Hopewell (“Services”); and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 23-56 extending the services to September 1, 2023; and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall in Resolution 23-69 extending the services to November 1, 2023; and
- WHEREAS, the RDC approved an amendment to the agreement with Marshall in Resolution 23-88 extending the services to December 31, 2023
- WHEREAS, the Agreement approved with Marshall is set to expire on December 31, 2023; and
- WHEREAS, the Agreement with Marshall presently provides security services for parcels B, C, and D and an addendum to the Agreement is required to change the scope of security services to include parcel A and remove parcel B.

WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until February 29, 2024 and modify the scope of security services; and

WHEREAS, the increase in duration will require additional payment for the security services in an amount not to exceed \$25,000.00, which would bring the total amount for the contract to \$190,698.95; and

WHEREAS, an addendum to the Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

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

WHEREAS, a map showing the updated area for security services is attached as Exhibit C.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Amendments to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed an additional \$25,000.00 and total amount not to exceed \$190,698.95 to pay for the Services, to be payable in accordance with the terms of the amended Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on January 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

ATTEST:

---

Signature

---

Printed Name, Title

---

Date

**FOURTH AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY**

This Agreement by and between the City of Bloomington Redevelopment Commission (“Commission”) and Marshall Security LLC d.b.a. Marshall Security and Private Investigations (“Marshall”) amends the parties’ Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to extend the term of the Agreement until February 29, 2024. Section 1 shall be amended to remove patrol services at the Hopewell property Parcel B and add patrol services at Parcel A. A map of the parcels is attached as Exhibit A.
3. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add an additional \$25,000.00 for the extended services, for a total amount not to exceed \$190,698.95, as follows:

The Commission shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Ninety Thousand Six Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$190,698.95).

4. In all other respects, the Agreement will remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed the day and year last written below;

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Bloomington  
Redevelopment Commission  
Amended Project Review & Approval Form

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  - 19-28 Approval of Funding for Due Diligence and Legal Fees
  - 19-44 Approval of Third Amendment to Purchase Agreement
  - 19-94 Approval to Keep Parking Garage
  - 19-95 Approval of Fourth Amendment to Purchase Agreement
  - 20-09 Approval of Amended Project Review Form
  - 20-12 Agreement with Master Planner – SOM
  - 20-79 Design Contract for 1st Street Reconstruction
  - 20-86 Purchase Agreement for 413 W. 2nd Street
  - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
  - 21-32 Design Contract for Phase 1 East
  - 21-45 Amended Project Review and Approval Form
  - 21-80 Agreement for Naming and Branding Services

- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-XXX Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-XXX Change Order Package #1 for the Hopewell East Project
- 23-XXX Approval of Hopewell Post-Closing Agreement

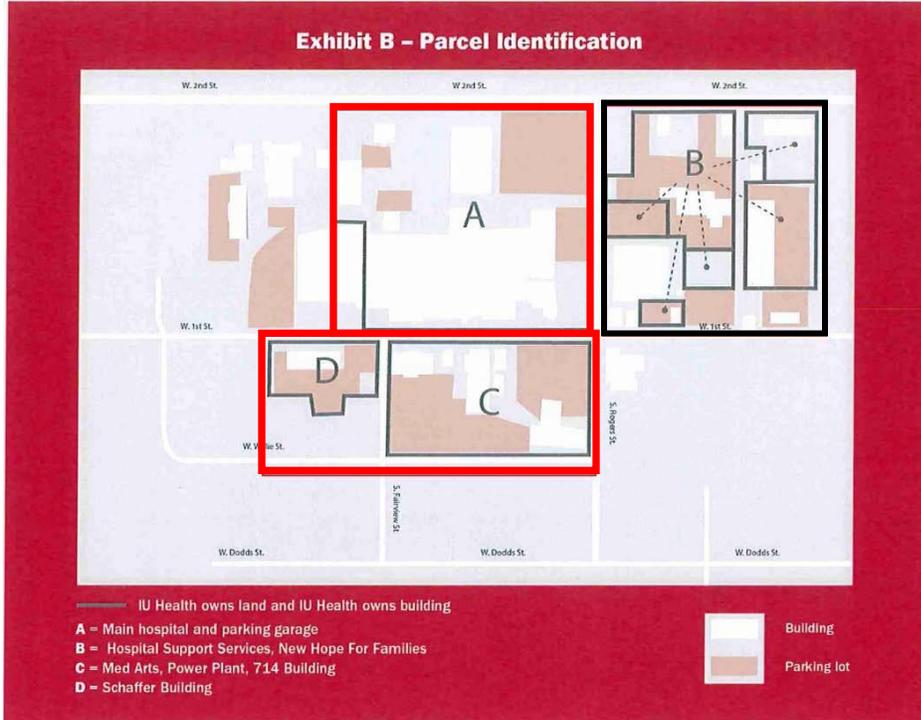
*To Be Completed by Redevelopment Commission Staff:*

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

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

# Hopewell Security Coverage – Marshall Security (MSI)

Security coverage will be from 7 p.m. – 7 a.m. seven days per week for Parcels A, C and D.



**23-115  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF POST-CLOSING AGREEMENT BETWEEN THE CITY OF  
BLOOMINGTON AND IU HEALTH FOR THE PURCHASE OF THE IU HEALTH  
HOSPITAL SITE**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for reuse of the legacy Bloomington Hospital for the Hopewell Development (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital site (“Property”); and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Property, which was amended on August 31, 2018, October 31, 2018, May 20, 2019, November 19, 2020, and June 30, 2022 (collectively as amended “Purchase Agreement”); and

WHEREAS, the purchase of the Property is scheduled to close by December 31, 2023 (the “Closing”); and

WHEREAS, the RDC and Indiana University Health, Inc. (“IU Health”) desire that certain obligations survive the Closing and have memorialized said obligations in that certain Post-Closing Agreement, a copy of which is attached to this Resolution as Exhibit A;

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

1. The Post-Closing Agreement is hereby approved. The RDC authorizes President Cindy Kinnarney to sign the final form of the Post-Closing Agreement on behalf of the RDC.
2. A copy of the fully executed Post-Closing Agreement shall be attached to this Resolution.
3. The RDC authorizes President Cindy Kinnarney to sign all documents necessary to effectuate the purchase property known as Hopewell.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

**POST-CLOSING AGREEMENT**  
(Former Bloomington Hospital Site)

This POST-CLOSING AGREEMENT (“**Post-Closing Agreement**”) is entered into effective as of December 22, 2023 (the “**Effective Date**”) by and between INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC., an Indiana nonprofit corporation (“**Seller**”), and THE CITY OF BLOOMINGTON, INDIANA, by and through the BLOOMINGTON REDEVELOPMENT COMMISSION (“**Buyer**”).

RECITALS

- A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate dated effective May 21, 2018, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Estate dated effective August 31, 2018, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Estate dated effective October 31, 2018, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Estate dated effective May 20, 2019, as further amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Estate dated effective November 19, 2020, as further amended by that certain Fifth Amendment to Agreement for Purchase and Sale of Real Estate dated effective June 30, 2022 (as amended, the “**Agreement**”).
- B. As of the Effective Date, Seller and Buyer have consummated the transaction contemplated by the Agreement.
- C. Notwithstanding closing pursuant to the Agreement, Buyer and Seller desire to acknowledge, agree, and confirm certain obligations that survive Closing (as defined in the Agreement).

AGREEMENT

- 1. Recitals. The recitals set forth above are incorporated into this Post-Closing Agreement as if set forth herein at length.
- 2. Defined Terms. The capitalized terms used in this Post-Closing Agreement shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Post-Closing Agreement.
- 3. Third Payment. Buyer hereby acknowledges, agrees, and confirms that Buyer has not remitted the Third Payment (\$2,500,000 of the Purchase Price) to Seller as of the Effective Date. Buyer acknowledges, agrees, and confirms that the Third Payment shall be paid by Buyer to Seller no later than December 31, 2025. Pursuant to a separate restrictive covenant recorded against a portion of the Real Estate, the Third Payment may be due earlier, in whole or in part, in the event of certain changes in use or the conveyance, lease, or other transfer of the Real Estate pursuant to Section 2(a)(i) of the Agreement. Buyer shall provide Seller with written updates regarding the use and/or sale of the Real Estate not less than

once per calendar quarter or otherwise within two (2) business days of a request for an update made by Seller to Buyer. Written updates may be made via email to representatives identified by Seller from time to time. For the avoidance of doubt, the Third Payment shall not come due in connection with (i) a change in use in connection with, or (ii) a transfer of the Real Estate by Buyer to an affiliate of Buyer to be held for, land-banking.

4. Open Permit. Seller hereby acknowledges, agrees, and confirms that Indiana Department of Environmental Management Construction Stormwater Permit No. INRA10024 and the City of Bloomington Grading Permit C23-049 (collectively, the “**Open Permits**”) remain “open” as the result of ongoing site work being performed on a portion of the Real Estate by or on behalf of Seller. Seller hereby acknowledges, agrees, and confirms that it shall continue to comply (and/or cause its consultants and contractors to comply, as applicable) with the obligations of the Open Permits until the Open Permits can be “closed” pursuant to the requirements in connection therewith. Seller’s obligations to comply continue regardless of whether the Open Permits are held by Seller or transferred to Buyer. This shall include Seller requiring its contractor to maintain any and all necessary bonds required in connection with the Open Permits until such time as the Open Permits are closed.
5. Access. At all times, Seller shall comply with the Buyer’s site access requirements and/or cause their consultants and contractors to comply. This includes, but is not limited to, execution of an Indemnity and Release of Claims form, all necessary insurance requirements, and scheduling of time on site.
6. Non-Merger with Deed. For the avoidance of doubt, Seller and Buyer hereby acknowledge, agree, and confirm that the Agreement did not merge with the Special Warranty Deed delivered by Seller to Buyer on or about the Effective Date (or any prior deed delivered by Seller to Buyer pursuant to the Agreement) with respect to the terms and conditions of this Post-Closing Agreement.
7. Miscellaneous.
  - a. This Post-Closing Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  - b. This Post-Closing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  - c. This Post-Closing Agreement shall be governed by and construed according to the laws of the State of Indiana without regard to or application of its conflict of laws rules.
  - d. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute, and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary

or proper to effectuate, confirm, perform, or carry out the terms or provisions of this Post-Closing Agreement.

- e. In the event a party breaches any of its obligations under this Post-Closing Agreement, the non-breaching party shall provide the breaching party with written notice of such alleged breach and afford such breaching party not less than thirty (30) days to effectuate a cure of such breach. If either party fails to timely cure any such noticed breach, the non-breaching party shall have any and all legal remedies available to it.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Post-Closing Agreement effective as of the Effective Date.

SELLER:

INDIANA UNIVERSITY HEALTH  
BLOOMINGTON, INC.,  
an Indiana nonprofit corporation

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

THE CITY OF BLOOMINGTON, INDIANA,  
by and through the BLOOMINGTON  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF BLOOMINGTON, INDIANA

By: \_\_\_\_\_  
John Hamilton, Mayor

**23-116  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR LOCAL SHARE  
PORTION OF FUNDING FOR 1<sup>ST</sup> STREET RECONSTRUCTION FOR HOPEWELL**

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

WHEREAS, on July 26, 2022, the City executed an Agreement with the Indiana Department of Transportation requesting funds for 1<sup>st</sup> reconstruction (the “Project”), which Agreement commits the City to pay a local share of the cost of the Project. A copy of the Agreement is attached as Exhibit A.

WHEREAS, the Indiana Department of Transportation Funding letter dated December 14, 2023 confirms a total project cost of \$6,247,803.72, with a Federal Award amount of \$4,601,337.00. A copy of the Funding letter is attached as Exhibit C.

WHEREAS, a copy of the Amended Project Review Form (“Amended Form”) is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758-LPA  
Indianapolis, Indiana 46204

PHONE: (317) 232-2881  
FAX: (317) 232-1499

**Eric Holcomb, Governor**  
**Michael Smith, Commissioner**

December 14, 2023

Scott Robinson, Director and  
Pat Martin, Senior Transportation Planner  
Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO)  
City of Bloomington Planning Department  
401 North Morton Street, Suite 160  
Bloomington, Indiana 47402  
(812) 349-3423

RE: Funding Letter

Dear Mr. Robinson and Mr. Martin,

Please sign and return this notification within 5 business days to verify the funding type and funding percentage for the noted contract and designation number.

<b>Contract Number:</b>	R-41892
<b>Des Number:</b>	1900399
<b>Letting Date:</b>	12/13/23
<b>LPA:</b>	Bloomington
<b>Apparent Low Bid Contractor:</b>	MILESTONE CONTRACTORS LP
<b>Apparent Low Bid Amount:</b>	\$6,247,803.72 (Non-participating Amount of \$4,250.00)
<b>SPMS Current Program:</b>	
<b>Approved Project Allocation (Federal Award Amount):</b>	
CN	CE
Federal Award Amount: \$4,601,337.00 (Funding Program: Bloomington MPO \$4,601,337.00, STBG 50-200K POP IIJA 70%, TRANS ALTERN 50K-200K POP IIJA 10%, PROTECT Formula Program 80/20, CARBON REDCN PRG 50K-200K IIJA 80/20)	N/A
<b>MPO Comments if Applicable</b>	

*Scott Martin*  
MPO Executive Director Signature  
*Pat Martin*  
BMCMPPO

*12/14/2023*  
Date Signed  
*12/14/2023*



Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephani R. Vermillion".

Stephani R. Vermillion, LPA Funding and Contracts Manager  
INDOT Local Public Agency Program  
Indiana Department of Transportation  
IGCN, 100 N. Senate Avenue, Room N758 LPA  
Indianapolis, IN 46204-2217  
Phone: 317-232-2881  
Email: [svermillion@indot.in.gov](mailto:svermillion@indot.in.gov)

ecc: Rachael Sargent  
Ryan Robling  
Kathy Eaton-McKalip  
Justin Sargent  
Michael Cales  
Brandi Fischvogt

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY**

**PROJECT COORDINATION CONTRACT  
CONTRACT [REDACTED]**

**Design No:** [REDACTED]

**LPA DUNS/UNCLID**

**CDA No:** [REDACTED]

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **CITY OF LOOINGTON**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N758 - LPA Program  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District  
185 Agrico Lane  
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

City of Bloomington  
401 N. Morton Street, Ste. 110  
Bloomington, IN 47404

**RECITALS**

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

**I PROJECT DESCRIPTION**

1.1 The Parties are entering into this Contract to complete the Project described as follows:

Des. No.	<b><u>100000</u></b>
Program:	<b><u>Group II – STIP and TAP</u></b>
Type of Project:	<b><u>Partial-R</u></b>
General Scope/Location:	<b><u>1<sup>ST</sup> Street from Fairview Street to College Avenue in Bloomington</u></b>

**II LPA RESPONSIBILITIES**

- 1.1 The LPA shall complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 1.2 The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 1.3 If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
  - If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.

- The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <https://www.in.gov/indot/doing-business-with-indot/files/UAP-Final-Draft-5.29.19.pdf>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
  - In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:
    - A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
    - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
    - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
  - A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
  - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
  - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
  - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

The LPA shall reimburse INDOT the total cost of the Project not eligible for federal participation.

If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

**III INDOT RESPONSIBILITIES**

INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.

After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.

Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.

Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.

Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.

If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.

INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.

In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.

After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

**I PROJECT FUNDS**

INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

**TOR AND SCHEDULE**

If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1** and **June**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.

In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1** and **June** INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or section I.C of **Attachment A** are available.

In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.

If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

**GENERAL PROVISIONS**

**Access to Records** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

**Assignment of Antitrust Claims** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**Audits** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.*, and audit

guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public accountant and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**Authority to Bind LPA** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

**Certification for Federal Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Compliance with Laws

The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, et seq., IC 4-2-7, et seq. and the regulations promulgated thereunder. **The LPA has now or would have acquired knowledge with reasonable inquiry that a state officer, employee or special state appointee as those terms are defined in IC 4-2-1 has a financial interest in the Contract the LPA shall ensure compliance with the disclosure requirements in IC 4-2-1 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

As required by IC 5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
  - A. the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers]
    - (ii) IC 24-5-12 [Telephone Solicitations] or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines]in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law and
  - B. the LPA will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

- A. has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law and
- B. will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

**Debarment and Suspension**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**Disadvantaged Business Enterprise Program** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**Disputes**

Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

**Drug-free or Workplace Certification** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A  Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition
- Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace  (2) the LPA's policy of maintaining a drug-free workplace  (3) any available drug counseling, rehabilitation and employee assistance programs  and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace
- C  Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement  and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction

- D** Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction
- Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency and
- Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**1** Employment Eligibility Certification The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A** The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C** The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Force Majeure In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

Funding Cancellation Clause As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Governing Laws This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**Indemnification** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/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 performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly
- of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly
- of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract and/or
- the joint negligence of any of them, including any claim arising out of the Workers' Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract. INDOT will not provide indemnification to the LPA.

**Entire Agreement and Modification**. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**Non-Discrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

- INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of Executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

- Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- Payment** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

- Penalties Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended

- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

**Prohibited Telecommunications and Video Surveillance Equipment and Services**

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or HTE Corporation (or any subsidiary or affiliate of such entities), OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

**Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

**Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**Entire Agreement.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

**Remainder of this page intentionally left blank**

**Non-Confusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, the undersigned has no knowledge that a state officer, employee or special state appointee as those terms are defined in IC 4-2-1 has a financial interest in the Contract. The Party attests to compliance with the disclosure requirements in IC 4-2-1.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In witness hereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**CITY OF LOGAN**

By: John Hamilton  
22E01EC53EA54E9...

Title: Mayor

Date: 7/26/2022 | 11:30 PDT

**Indiana Department of Transportation**

By: Eaton-Mckalip, Kathy - 00800  
BC7308F386E24E1...

Title: Director, Local Programs

Date: 7/26/2022 | 15:29 PDT

Electronically Approved by:  
Department of Administration

Electronically Approved by:  
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Achary Q. Jackson, Director

***Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on March 22, 2022. FA 22-16***

**ATTACHMENT A**  
**PROJECT FUNDS**

**I Project Costs**

A. This contract is just for the one (1) phase checked below:

- Preliminary Engineering or
- Right-of-Way or
- Construction

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay  of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, May 1 2020, the maximum amount according to the TIP dated April 1 2020 is . The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay  of the eligible Project costs. The maximum amount of federal funds allocated to the project is .
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities
- (2) Are verifiable from INDOT  or the LPA  records
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22
- (4) Are included in the approved budget, or amendment thereto  and
- (5) Were not incurred prior to FHWA authorization.

II  **Billings**

A. Billings:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT  billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA  allocation of the Motor Vehicle Highway Account to INDOT  account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm> .

III  **Repayment Provisions**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA  allocation of the Motor Vehicle Highway Account to INDOT  account until the amount due has been repaid.

# Document Approval Status

SetID STIND

Contract ID 0000000000000000000063354

Supplier CITY OF BLOOMINGTON

## ▼ Review/Edit Approvers

### Agency Fiscal Approval

▼ STIND/0000000000000000000063354:Approved

Agency Fiscal Approval

Approved



Justin Sergent - 00800

Agency Fiscal Approval for SCM  
07/28/22 - 11:58 AM

### IDOA Approval

▼ STIND/0000000000000000000063354:Approved

IDOA Legal Approval

Approved



Tammera J. Glickman - 00061

IDOA Legal2 Approval for SCM  
08/02/22 - 2:39 PM

### SBA Approval

▼ STIND/0000000000000000000063354:Approved

SBA Approval

Approved



Sharp, Cara-00057

SBA Analyst Approval for SCM  
08/02/22 - 4:07 PM



Approved



Olusola Egunyomi - 00057

SBA Asst Director for SCM Appr  
08/08/22 - 9:31 AM

City of Bloomington  
Redevelopment Commission  
Amended Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Larry Allen, Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018

End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$35,852,994.78
	\$37,124,148.51

Sources of funds:	Total: <del>\$35,869,189.74</del> \$37,420,337.00
Consolidated TIF	<del>\$30,000,000.00</del> \$31,000,000.00
Federal Roadway Reconstruction	\$4,069,189.74 <del>\$4,601,337.00</del>
Development Contribution, 229 W 1 <sup>st</sup> St	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	<b>Consulting</b>	\$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Environmental Consulting – for HUD funding	\$9,400	2023-2024
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	<del>\$6,320,267</del> \$7,436,848.92	2020-2023–2024
	6a. Design – VS Engineering	<del>\$680,000</del> \$677,264	Oct. 2020 – Dec. 2023–2024
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	<del>Tentatively Estimated \$475,000</del> \$433,001.20	Apr. 2023 – Nov. 2023 Dec 2024

	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding) <del>\$6,247,803.72</del>	Apr. 2023 – Nov. 2023- <del>Dec. 2024</del>
	6e Tree Removal	\$10,800	
7.	<del>Phase 1 East Hopewell East</del>	<del>\$17,431,680.58</del> \$17,586,252.39	June 2021 – Aug. 2024 <del>Dec 2024</del>
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	<del>7e(iii) CO Package #1</del>	<del>\$154,571.81</del>	<del>2023</del>
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707	2023-2024
8.	<b>Kohr Admin Redev.</b>	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	<b>Ongoing Services</b>	Est. \$545,645.57	
	9a Security Patrols – Marshall	<del>\$127,198.95</del> <del>\$147,198.95</del> <del>\$165,698.95</del> <del>\$190,698.95</del>	2022-23
	9b Enhanced Security	Est. \$450,000 <del>-\$200,000</del> \$175,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. \$200,000 \$189,946.62 \$169,946.62	2023-2025
10	<b>Parking Garage</b>	\$87,675	

	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	\$353,052	2024
	All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024

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

**Resolution History:**

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services

- 21-85 Addendum to 1st Street Design Contract
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-XXX Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-XXX Change Order Package #1 for the Hopewell East Project
- 23-XXX Approval of Hopewell Post-Closing Agreement

*To Be Completed by Redevelopment Commission Staff:*

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

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