

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**May 15, 2023 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact John Zody, Director at [john.zody@bloomington.in.gov](mailto:john.zody@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

Join Zoom Meeting

<https://bloomington.zoom.us/j/83815677342?pwd=ZCsxOVdNWXM3b3ovMII1UTRjZUNZdz09>

Meeting ID: 838 1567 7342 - Passcode: 683389

- I. ROLL CALL**
- II. READING OF THE MINUTES** – May 1, 2023 and May 1, 2023 Executive Summary
- III. EXAMINATION OF CLAIMS** –April 28, 2023 for \$59,839.10 and May 12, 2023 for \$32,708.24
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 21, 2023 for \$33,875.98 and May 5, 2023 for \$34,575.96
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
- VI. NEW BUSINESS**
  - A. Hopewell Prospective Owner’s Representative Presentation
  - B. Camera Use Privacy and Policy Presentation by Beth Cate
  - C. Resolution 23-41: Approving Amendments to the Dimension Mill Agreement
  - D. Resolution 23-42: Approval of Construction Agreement with Milestone for Hopewell Phase I East
  - E. Resolution 23-43: Lease Modification and Acceptance of Equipment for Showers West
- 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, May 1, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC Vice-President Deb Hutton and President Cindy Kinnarney presiding:***  
<https://catstv.net/m.php?q=12391>

**I. ROLL CALL**

Commissioners Present: Deb Hutton, Cindy Kinnarney, Randy Cassidy, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person. Erin Cooperman, MCCSC Representative attended via zoom.

Commissioners Absent: All commissioners were present.

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Cody Toothman, Program Manager, HAND

Others Present: Larry Allen, Attorney, Legal Department; Deb Kunce, J.S. Held; Patrick Dierkes, Project Manager, Engineering Department; Mick Renneisen

**II. READING OF THE MINUTES** – Randy Cassidy moved to approve the April 17, 2023 minutes. Sarah Bauerle Danzman seconded the motion. Deb Hutton abstained. The motion passed 3-0-1.

**III. EXAMINATION OF CLAIM REGISTER** – Sarah Bauerle Danzman moved to postpone the approval of the claim register for April 28, 2023, for \$59,839.10. Randy Cassidy seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Sarah Bauerle Danzman moved to postpone the approval of the payroll register for April 21, 2023, for \$33,875.96. Randy Cassidy seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report:** John Zody introduced Mick Renneisen. Renneisen gave a presentation on City of Bloomington Capital Improvements Inc. Renneisen said the creation of this entity, which was created by the City of Bloomington administration and the City Council, was to be an interfacing entity with the Redevelopment Commission, the community, and the administration to further projects that the administration and the community want to pursue. The PowerPoint slides are attached to the minutes.

John Zody stated they have interviewed a group of Owner's Representative's and will update the commission at the next RDC meeting.

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

**C. Treasurer's Report:** Larry Allen was available to answer questions.

**D. Business Development Updates:** Larry Allen was available to answer questions.

**VI. NEW BUSINESS**

**A. Resolution 23-36: Amended Project Review and Approval Form for Hopewell:** Deb Kunce gave an update on the Hopewell project. The presentation slides are attached to the minutes.

Kunce reported working on a reconciliation with Jeff Underwood. The RDC has approved \$12.5 million in total contracts. She said the project review form outlines a few minor adjustments and projections moving forward. Kunce explained the changes on the project review form. City staff

believe it is in the best interest of the project to amend the project review form to reflect additional phases of the project, and to include new sources of funds.

Kunce answered questions from the commissioners.

Deborah Myerson pointed out a typo in Exhibit A, line 11, on the budget. There is an extra digit in what should be a \$20,000.

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

Deb Hutton moved to approve Resolution 23-36, with the typo correction. Deborah Myerson seconded the motion. Randy Cassady abstained. The motion passed 4-0-1.

- B. Resolution 23-37: Preliminary Design Contract for Hopewell West:** Patrick Dierkes said the contract is for a 30% design of Hopewell West. He said this design will set profile grades and street widths and also the greenway requirement shown in the master plan. City staff solicited bids for an engineer and design consultant to perform the design services, and out of three bids received, staff selected Crossroad Engineers. City staff have negotiated an agreement with Crossroad Engineers to perform the services for an amount not to exceed \$606,640.

Dierkes answered questions from the Commissioners.

Deb Hutton pointed out a typo in Exhibit B. It is the same typo as the one in Exhibit A, Resolution 23-36: there is an extra digit in what should be a \$20,000 on line 11 of the Project Review Form project budget.

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

Randy Cassady moved to approve Resolution 23-37, with the typo correction. Deb Hutton seconded the motion. The motion passed unanimously.

- C. Resolution 23-38: Notice of Offering for Hopewell West Parcels:** Larry Allen stated the RDC obtained two separate appraisals of the parcels. He said we are now ready to publish a notice of offering. The notice of offering is a required legal step, it will be published in the paper and any bids received will be opened at a public meeting.

The minimum offering price for purchase of the property is \$10,600,000. This does not include the parking garage on-site. The commission may consider offers for the Kohr Administration Building for a minimum of \$1,600,000 and \$9,000,000 for the developable land on the site. Offers will be accepted for any portion of the lot(s) offered.

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

Sarah Bauerle Danzman moved to approve Resolution 23-38. Randy Cassady seconded the motion. The motion passed unanimously.

- D. Resolution 23-39: Approval of Additional Funds for Emergency Home Repair:** John Zody explained that additional funds are needed to complete the repairs at 213 N. Sheffield. HAND is requesting an additional \$3,528.64 to complete repairs. Grant Funds will be used for this project.

Sarah Bauerle Danzman stated the cost amounts in the resolution are confusing and the not to exceed amount is unclear. The Commission decided to resume consideration of the motion at the end of the meeting.

Upon resuming consideration, Larry Allen suggested using the total project amount of \$17,500.00 for the not to exceed amount. The resolution will be amended to read: The RDC hereby approves the additional funds from the Community Development Block Grant to pay for the project at 213 N. Sheffield for a total amount not to exceed \$17, 500.

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

Sarah Bauerele Danzman moved to approve Resolution 23-39 as amended. Deb Hutton seconded the motion. The motion passes unanimously.

- E. Resolution 23-40: Local Funding Approval for Residential Rehabilitation Project at 357 S. Maple Street.** John Zody explained that as part of the process for rehabs, an environmental review and lead testing must be completed prior to the start of work. Unfortunately some of those steps were missed on this project. Rather than face uncertainty as to how HUD might review and resolve this oversight, HAND is going to fund this project using local funding and not federal funding while still binding the parties to the same HUD guidelines for recipient eligibility and scope of construction work parameters. There is an estimated \$27,267.19 of outstanding costs needed to be covered for this project, and a total actual cost for the project of \$67,787.19.

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

Deborah Myerson moved to approve Resolution 23-40. Deb Hutton seconded the motion. The passed unanimously.

#### **BEGIN PUBIC HEARING**

- F. HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan:** John Zody reported submitting the HOME-ARP allocation Plan on March 24, 2203. HUD asked that we include accommodation language in our public notice which is why we are having another public hearing tonight. Zody outlined the allocation plan. The plan in undergoing revisions and will be resubmitted to HUD by May 19, 2023. The presentation slides will be attached to the minutes.

Zody answered questions from the commissioners.

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

#### **END OF PUBLIC HEARING**

**VII. BUSINESS/GENERAL DISCUSSION** – None.

**XI. ADJOURNMENT** – Sarah Bauerle Danzman moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 7:00 p.m.

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

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

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

## EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, May 1, 2023, at 4:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana, and via ZOOM.

Commissioners Present: Randy Cassady, Deb Hutton, Sarah Bauerle Danzman, and Deborah Myerson.

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND).

Others Present: Larry Allen, Assistant City Attorney, City Legal Department.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

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Cindy Kinnarney, President

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Deborah Myerson, Secretary

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Date

## HOME-ARP Funds Allocation Plan

- Bloomington is receiving \$2.045 M in American Rescue Plan Act (ARPA) funds through U.S. Housing & Urban Dev. (HUD) HOME program.
- Funds must be used to serve four qualifying populations as defined under federal regulations:
  1. Homeless
  2. At-risk of homelessness
  3. Fleeing, or attempting to flee domestic or dating violence, sexual assault, stalking or human trafficking
  4. Other populations requiring services or housing assistance to prevent homelessness/others at greatest risk of housing instability

## Recommendations on Use of Funds (thus far)

- Focused approach to supportive services
  - Assessment services (Coordinated Entry tools)
  - Case management/housing navigation
  - Case management/ongoing
  - Street outreach
    - Ongoing
    - Medical services
- Rental projects with supportive housing
- Support Heading Home efforts



## Draft Budget

Supportive services grants	\$783,926
Acquisition/development of non-congregate shelter	—
Tenant-based Rental Assistance (TBRA)	—
<b>Development of affordable rental housing</b>	<b>~\$750,000</b>
*Non-profit operating (5%)	\$101,261
*Non-profit capacity building (5%)	\$101,261
*Administration and planning (15%)	\$306,786
<b>Total allocation:</b>	<b>\$2,045,237</b>

*\*amounts statutorily capped*

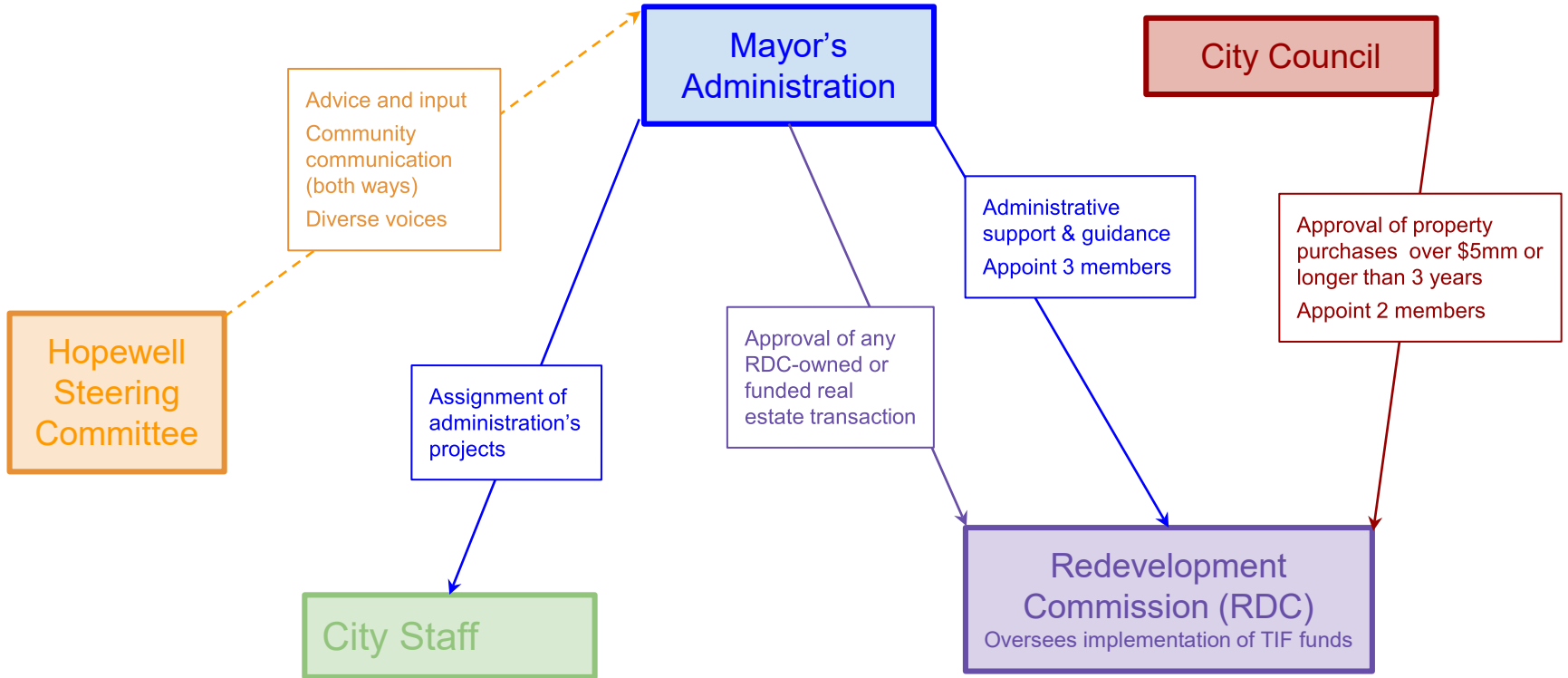
➤ **Funds must be spent by September 30, 2030**



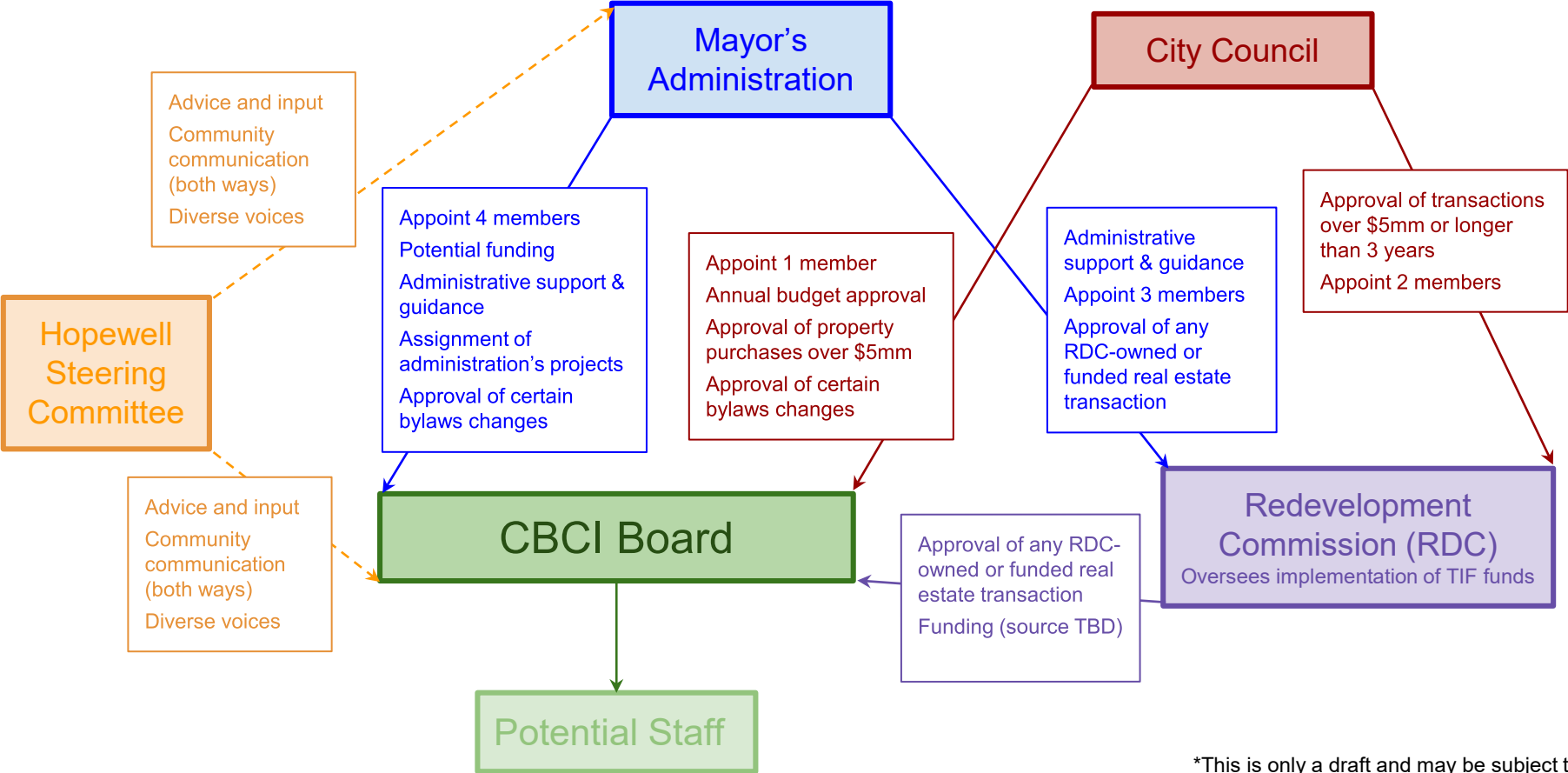
## Public Comment Opportunities & Plan Submission

- Plan is undergoing revisions with HUD after first round of review.
- Public hearing at Redevelopment Commission tonight.
- Thoughts? Send an e-mail to John Zody at [hand@bloomington.in.gov](mailto:hand@bloomington.in.gov) by May 15.

# Reporting Structure before CBCI



# Draft Reporting Structure for City of Bloomington Capital Improvement, Inc. (CBCI)\*



\*This is only a draft and may be subject to subsequent change



Hopewell

# HOPEWELL DEVELOPMENT RDC UPDATE

May 1, 2023



# AGENDA



- **Hopewell Neighborhood Vision**
- **Follow-up from February RDC meeting**
- **Updates**
  - IUH Property Conveyance
  - Development & Owner's Rep
  - Development of Kohr Building
  - Progress and Challenges
- **Project Review Form Update**
- **What's Coming**



# HOPEWELL VISION

## **AFFORDABILITY**

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.

Minimum Goal: 1000 unit with min. 20% affordable + workforce housing

## **SUSTAINABILITY**

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.

Minimum Goal: LEED Silver

## **DESIGN EXCELLENCE**

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.

Goal: Strive to overcome trend toward cookie cutter design





# February RDC Report Update



## UPDATE ON “WHAT’S NEXT” from February 2023

- RDC involvement in RFI and Development Owner’s Rep On-going
- City of Bloomington Capital Improvements (501c3) Organized March 3
- Public Land Offerings for Kohr Building Redev Proposed to RDC May 1
- Retain Engineer - Jackson St and University St (partial) Proposed to RDC May 1
- Phase I East Infrastructure Rebidding Bids Due May 3
- Potential reuse of 714 S. Rogers RFI submission

## FUTURE

- Additional RFI’s for Development (Blocks 1-2-3)
- IUH land transfer (legacy hospital)
- Name the park along University St
- Final land swap with Centerstone at Phase I East

# IUH Final Property Conveyance



- Demolition is complete
- Final grading is on-going
- Seeding planned for May
- Grass stabilization is next
- Final conveyance by contract: Dec 31, 2023 (hoping for sooner!)

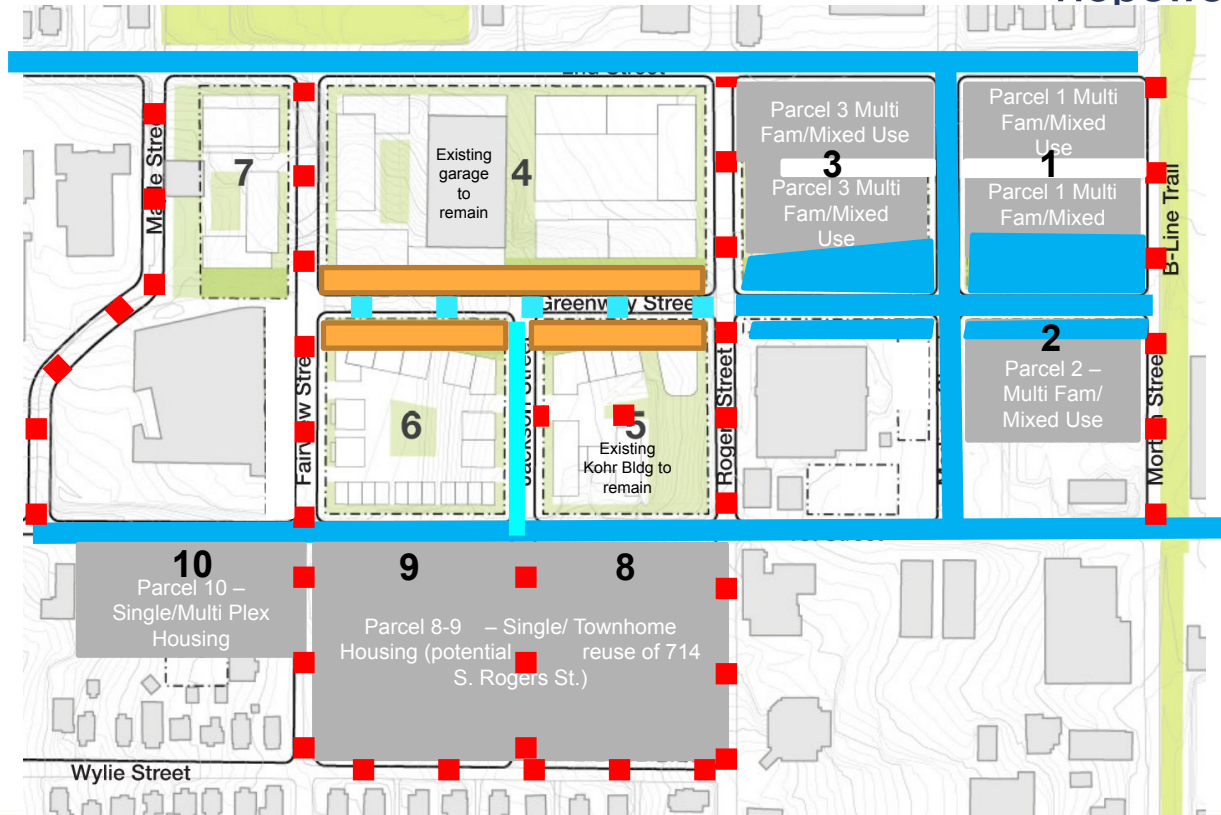




# DEVELOPMENT OPPORTUNITIES



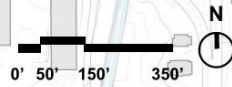
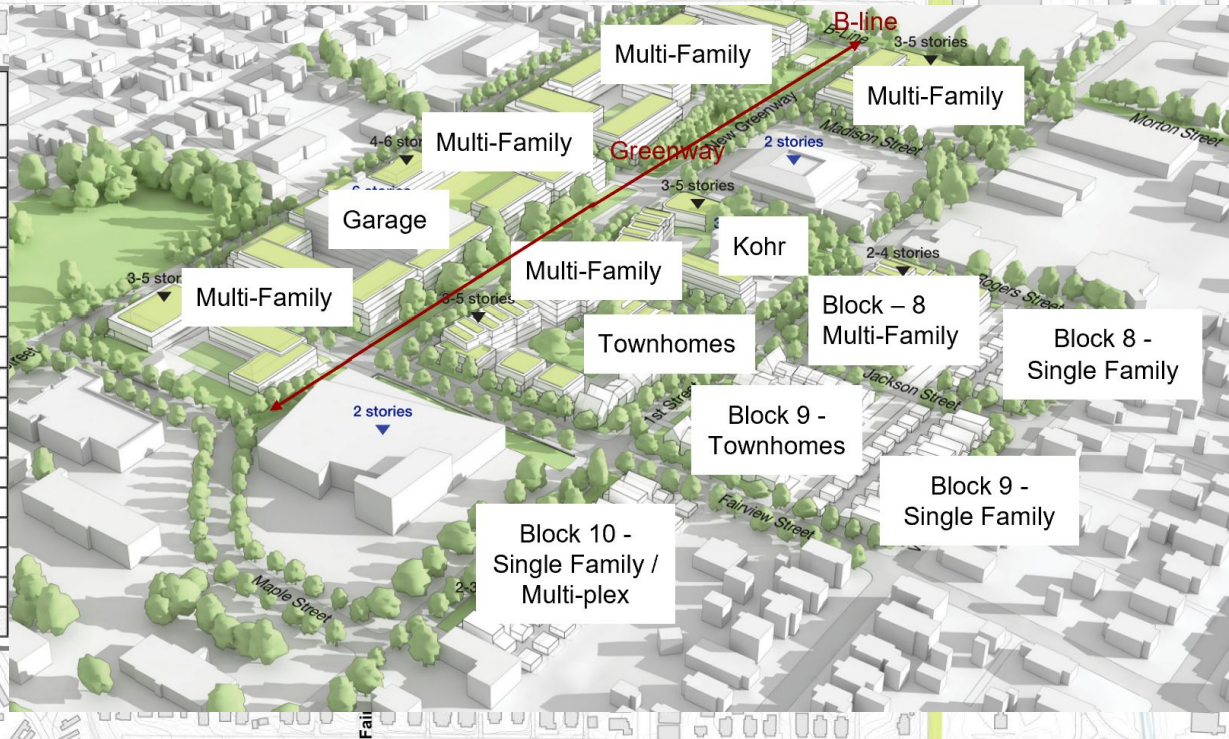
- █ Funded
- █ █ To Be Funded Infrastructure
- █ READI Grant Funded
- █ █ READI Grant Funded for 30% design only at University St
- █ Un-Funded Parks



Note: By end of Dec 31, 2023, IUH will transfer parcels 4, 5, 6, and 7 to CoB

# Development Framework

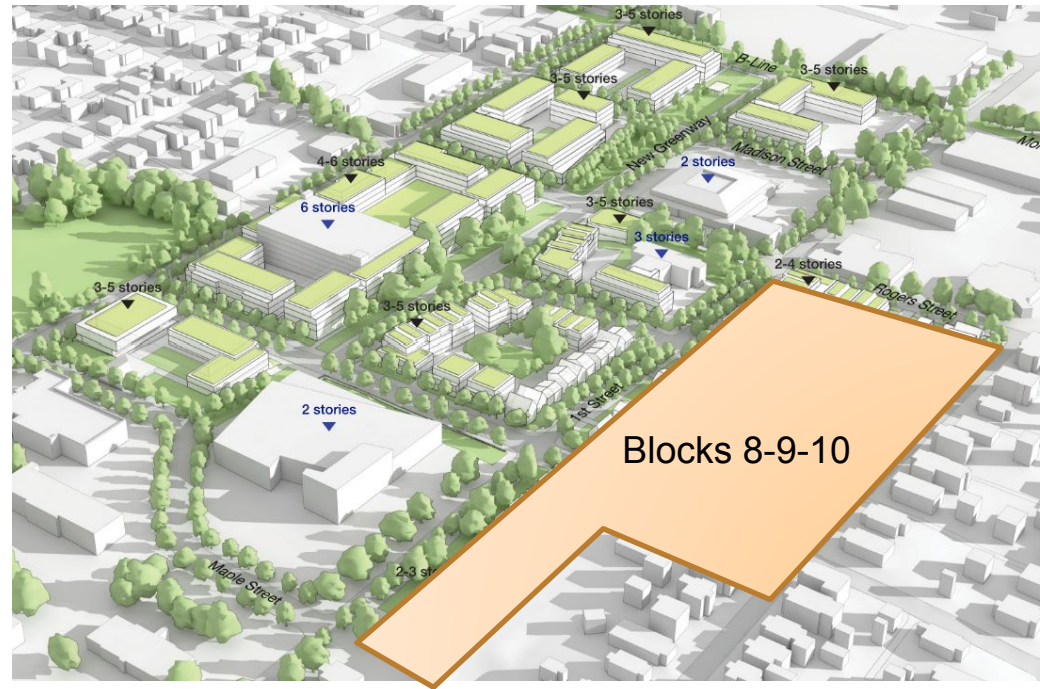
	Parcels		On-Parcel Greenspace		Residential Units	Total GFA
	SF	AC	SF	AC	#	SF
1	85,872	2.0	32,244	0.7	70-110	126,000
2	50,636	1.2	8,248	0.2	60-90	98,000
3	93,874	2.2	26,890	0.6	80-130	205,000
4	189,124	4.3	48,235	1.1	180-270	336,000
5	78,164	1.8	40,540	0.9	50-70*	95,000
6	85,462	2.0	24,449	0.6	40-60	120,000
7	46,073	1.1	15,094	0.3	20-40	70,000
8	88,168	2.0	20,358	0.5	40-50	90,000
9	94,211	2.2	22,639	0.5	30-40	90,000
10	59,362	1.4	8,407	0.2	10-12	39,000
A	14,097	0.3	0.0	0.0		
B	11,090	0.3	0.0	0.0		
C	10,951	0.3	10,951	0.3		
	907,083		258,056			
<b>Total</b>	<b>21</b>	<b>6</b>	<b>580-940</b>	<b>1,269,000</b>		



# Development & Owner's Rep



- RFI ONE: Blocks 8-9-10: several submissions received from local developers
- Owner's Development Rep
  - Selection Team represented RDC by Cindy Kinnarney
  - 5 firms interviews
  - 2 firms shortlisted
  - recommendation forthcoming
- Subdivision planning for main hospital site (Blocks 4-5-6-7) – in prep for future development





# Development – Kohr Building



- LIHTC deal proposed at 38 affordable units
- Historic Preservation Commission approved
- Variances approved
- Public Offering commencement proposed May 1
- Working toward a July 2023 tax credit submission



# OTHER PROGRESS & CHALLENGES



## PROGRESS

- Community Outreach
  - Steering Committee (bi-annual)
  - Outreach with neighborhood orgs
  - Some parcel signage in place
  - Contemplating website update
- Infrastructure
  - 1<sup>st</sup> St reconstruction out to bid soon
  - 2<sup>nd</sup> St modernization in design
  - Jackson St (partial) = \$1.8M READI grant
  - Phase I East Demolition complete
  - Phase I East Infrastructure project bidding
  - Leveraging additional federal funds

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## CHALLENGES

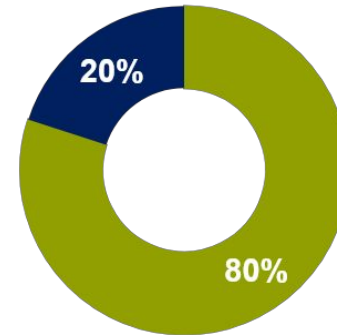
- Construction costs are high
- Security at the site
- Phase I East infrastructure bid over budget. Actively rebidding.
- Council approval of subdivision and alley ROWs
- Additional support in development and structural expertise

# PROGRESS: FEDERAL ROADWAY RECONSTRUCTION GRANT



- Used to develop infrastructure for the 1<sup>st</sup> Street Reconstruction Project
- Increased construction costs because of market conditions have led to increased federal dollars
- The additional federal dollar contribution is \$1,163,255 which increased the City's match by \$274,000

City Contribution  
for Construction  
\$1,017,297.44



FRR Grant  
Contribution  
\$4,069,189.74

Total Construction Cost Budget \$5,086,487

# PROJECT REVIEW FORM



- Hopewell Project Review Form reconciliation over the past 30 days
- Total contracts committed to date: \$12.5 M
- Sources / Uses

Resolution 22-10		Proposed Resolution 23-26	
Sources		Sources	
TIF	\$25,000,000	TIF	\$30,000,000
Federal Roadway	\$2,905,934	Federal Roadway	\$4,069,190
		READI Grant	\$1,800,000
<b>Total Sources</b>	<b>\$27,905,934</b>	<b>Total Sources</b>	<b>\$35,869,190</b>
Uses	\$29,652,945	Uses	\$35,135,581

# PROJECT REVIEW FORM



- Proposed Amendment includes
  - Increased security
  - Owner's Development Rep services
  - LEED for Neighborhoods
  - Parking Garage Assessment
  - Project Management Services
  - \*Jackson St (1st St to University) Design & Construction / Hopewell West (University/parks) 30% design only
  - 1% Arts Allowance
  - Website update and hosting
  - Additional Site Promotional Signage

\*Requested RDC approval May 1, 2023



# Return on Investment



Redevelopment fees may include costs incurred by the City to retain and preserve the land, structures, and undertake redevelopment, such as:

- Land purchase / value of the land
- Cost of the offering
- Demolition
- Permitting
- Fees
- Environmental
- On-going costs associated with care and maintenance, including but not limited to: Hopewell park maintenance, stormwater management, security, maintenance

# WHAT'S COMING NEXT



- If Project Review Form Amendment approved, within next 30-90 days
  - Development Owner's Rep contract proposal
  - Phase I East Infrastructure construction contracts
  - RFI One: Blocks 8-9-10 Review
  - Security expanded contract
  - Parking garage assessment
  - Website update
- Additional RFI's for Development (Blocks 1-2-3)
- Subsequent Public Land Offerings
- Name the park along University St
- Final land swap with Centerstone at Phase I East
- 1<sup>st</sup> St reconstruction out to bid soon
- IUH land transfer (legacy hospital)



# Thank You



**23-41  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVING AMENDMENTS TO THE RDC AND CITY OF BLOOMINGTON AGREEMENT  
WITH THE DIMENSION MILL FOR ACTIVATION OF THE TRADES DISTRICT AND  
OVERSIGHT OF COMPLETION OF THE TECH CENTER, AND APPROVING  
CONSTRUCTION MANAGER AS ADVISOR AND LEED AGENT AGREEMENTS FOR THE  
TECH CENTER CONSTRUCTION**

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

WHEREAS, the intent of the RDC and the City of Bloomington (“City”) is to redevelop the RDC Property in accordance with the CTP Master Plan; and

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

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

WHEREAS, as part of the EDA Grant, the RDC pledged a local match of \$2,101,360.00 from the Consolidated Tax Increment Financing (TIF) District - Downtown; and

WHEREAS, there is an identified need to develop the local innovation ecosystem, beyond the Tech Center building, and advance the development of the Trades District for innovation, with a focus on high technology activity; and

WHEREAS, the RDC and City entered into a 3-year partnership agreement (“Agreement”) on January 27, 2023, with The Dimension Mill, Inc. (“The Mill”), as approved under Resolution 23-05, under which The Mill will lead and manage the development and construction of the Tech Center and the development of the Trades District; and

WHEREAS, the purpose of the Agreement is in part to have The Mill assume responsibility, in compliance with applicable EDA requirements, for managing the Tech Center; and

WHEREAS, completion of the Tech Center construction will require the procurement of certain professional services, including a Construction Manager as Adviser and an engineering

firm that will provide commissioning of the Tech Center construction to ensure the completed building meets minimum LEED Silver certification; and

WHEREAS, in carrying out its activities under the Agreement, The Mill conducted a competitive bidding process for construction management services that produced five proposals, and assembled an evaluation team that included an RDC Commissioner, the City's Director of Economic and Sustainable Development, and the City Controller; and

WHEREAS, the evaluation team selected Weddle Bros. Building Group, LLC ("Weddle") to serve as Construction Manager as Adviser ("CMA") for the Tech Center construction; and

WHEREAS, The Mill has brought a CMA contract with Weddle, attached as Exhibit A, which has also been reviewed and approved by the City's Legal Department, and which provides for a lump sum payment of Fifteen Thousand Dollars (\$15,000.00), plus one and eighty-five one hundredths percent (1.85%) of the cost of the work, estimated at Eight Million Dollars (\$8,000,000.00), and plus compensation for certain reimbursables at cost plus one and eighty-five one hundredths percent (1.85%) of cost; and

WHEREAS, in carrying out its activities under the Agreement, The Mill received and reviewed proposals from two firms recommended by the Tech Center project architect, StudioAxis, and identified Applied Engineering Services, Inc. ("Applied Engineering") as the most cost-effective responsive and responsible provider to provide LEED commissioning services for the Tech Center construction; and

WHEREAS, The Mill has brought a Consultant Services Agreement with Applied Engineering, attached as Exhibit B, which has also been reviewed and approved by the City's Legal Department, and which provides for a lump sum payment of Forty-Seven Thousand Dollars (\$47,000.00) for Fundamental and Enhanced Commissioning services for the Tech Center; and

WHEREAS, the RDC has available funds from the Community Revitalization and Enhancement District funds appropriated by the Common Council via Appropriation Ordinance 23- 02, and (as needed) from its Consolidated Tax Increment Finance District (Downtown) fund, to pay for the services to be provided under the Weddle and Applied Engineering contracts ("Services"); and

WHEREAS, Staff have brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit D; and

WHEREAS, as Tech Center design and construction and Trades District activation progresses, the parties to the Agreement have concluded that certain amendments to the Agreement to reflect the proper scope of the activities The Mill may perform under that Agreement on behalf of the RDC and City as their authorized agent, and to help clarify roles and streamline project oversight and management, while ensuring compliance with applicable grant and legal requirements;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public's best interest.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement in a flat fee amount not to exceed Fifteen Thousand Dollars (\$15,000.00) plus additional payment equal to 1.85% of the total cost of the work; and
3. The RDC hereby approves the Agreement attached to this Resolution as Exhibit B, and authorizes funding for the agreement in an amount not to exceed Forty-Seven Thousand Dollars (\$47,000.00); and
4. All invoices shall be reviewed and approved by John Fernandez of The Mill, and approved by the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown) and the funds authorized by the Common Council in Appropriation Ordinance 23-02 at the Controller's discretion as reflected in the attached Amended Project Review and Approval Form.
5. The RDC finds that the following amendments to the January 27, 2023 Partnership Agreement with The Dimension Mill, Inc. are appropriate to reflect the proper scope of The Mill's activities under that Agreement as authorized agent of the RDC and the City, and to help clarify roles and streamline project oversight and management, and hereby approves such amendments and the Amendment to the Agreement attached to this Resolution as Exhibit C:
  - a. Section 4(a)(i), "Mill Duties," shall be amended to insert a new subsection 4(a)(i)(2) which reads, "As authorized representative of the RDC, In compliance with applicable law, and with the appropriate use of competitive bidding and coordination with RDC and City representatives, lead and manage the process of procuring, and manage, professional services related to Tech Center construction, including but not limited to construction management and LEED consultant services." and to renumber the remaining subsections accordingly.
  - b. Section 4(a)(i)(3) [renumbered from prior Section 4(a)(i)(2)] shall be amended to read as follows: "As authorized representative of the RDC, coordinate throughout the construction project with BEDC, the RDC, STUDIOAXIS, any entity besides STUDIOAXIS involved with construction management, and appropriate local stakeholders, and review and submit claims for payment under contracts entered into related to Tech Center construction."
  - c. Section 4.B. shall be amended to read as follows: The Mill will assume primary responsibility and act as the authorized representative of the RDC and the City for leading and managing advancement of the Trades District consistent with the City's Comprehensive Plan, UDO and its Certified Technology Park Master Plan, all to encourage and promote public and private investment, job creation and

high technology business development and expansion opportunities. The Mill's leadership and management duties shall include but not be limited to:

1. Commencing upon execution of this agreement, assuming responsibility for leading the development of the Trades District properties, including potential development opportunities under review. The City shall deliver to The Mill necessary materials and communications related to such proposals, and The Mill shall thereafter conduct communications with relevant parties and manage development of the properties on behalf of the RDC and City, pending replacement of this Agreement with the Trades District Management Agreement referenced in Section 1.
2. Developing a plan for marketing, promoting, and recruiting participation and development in the Trades District as soon as practicable but no later than December 31, 2023 ("Plan"); and
3. Implementing said plan in close collaboration with key stakeholders.

The Parties agree and understand that final decision-making and control of the development of parcels within the Trades District is vested in the RDC as owner of the property and in the City through its zoning and related regulatory services.”

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**AMENDMENT TO**  
**TRADES DISTRICT & TECHNOLOGY CENTER AGREEMENT**

This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Bloomington, The City of Bloomington Redevelopment Commission, and The Dimension Mill.

WHEREAS, The Dimension Mill, Inc. is a nonprofit corporation operating within the Trades District with a mission, among other things, to promote and facilitate entrepreneurship, including high technology startups and related industries; and

WHEREAS, on January 27, 2023, the City of Bloomington and the RDC executed a Trades District & Technology Center Agreement (“Agreement”) with The Dimension Mill, to manage the development of the Trades District including the construction and activation of the Tech Center, a copy of which Agreement is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, as Tech Center design and construction and Trades District activation progresses, the parties to the Agreement have concluded that certain amendments to the Agreement to reflect the proper scope of the activities The Mill may perform under that Agreement on behalf of the RDC and City as their authorized agent, and to help clarify roles and streamline project oversight and management, while ensuring compliance with applicable grant and legal requirements;

NOW THEREFORE, the parties agree that the Agreement shall be amended as follows:

1. Section 4(a)(i), “Mill Duties,” shall be amended to insert a new subsection 4(a)(i)(2) which reads, “As authorized representative of the RDC, In compliance with applicable law, and with the appropriate use of competitive bidding and coordination with RDC and City representatives, lead and manage the process of procuring, and manage, professional services related to Tech Center construction, including but not limited to construction management and LEED consultant services.” and to renumber the remaining subsections accordingly.
2. Section 4(a)(i)(3) [renumbered from prior Section 4(a)(i)(2)] shall be amended to read as follows: “As authorized representative of the RDC, coordinate throughout the construction project with BEDC, the RDC, STUDIOAXIS, any entity besides STUDIOAXIS involved with construction management, and appropriate local stakeholders, and review and submit claims for payment under contracts entered into related to Tech Center construction.”



3. Section 4.B. shall be amended to read as follows: “The Mill will assume primary responsibility and act as the authorized representative of the RDC and the City for leading and managing advancement of the Trades District consistent with the City's Comprehensive Plan, UDO and its Certified Technology Park Master Plan, all to encourage and promote public and private investment, job creation and high technology business development and expansion opportunities. The Mill's leadership and management duties shall include but not be limited to:
  1. Commencing upon execution of this agreement, assuming responsibility for leading the development of the Trades District properties, including potential development opportunities under review. The City shall deliver to The Mill necessary materials and communications related to such proposals, and The Mill shall thereafter conduct communications with relevant parties and manage development of the properties on behalf of the RDC and City, pending replacement of this Agreement with the Trades District Management Agreement referenced in Section 1.
  2. Developing a plan for marketing, promoting, and recruiting participation and development in the Trades District as soon as practicable but no later than December 31, 2023 ("Plan"); and
  3. Implementing said plan in close collaboration with key stakeholders.

The Parties agree and understand that final decision-making and control of the development of parcels within the Trades District is vested in the RDC as owner of the property and in the City through its zoning and related regulatory services.”

All other terms and conditions as set forth in the original Agreement shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Amendment effective upon the last date of signature below.

City of Bloomington, Indiana

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

John Hamilton, Mayor

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

Redevelopment Commission of  
Bloomington, Indiana

Dimension Mill, Inc.

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

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Beth Cate, Counsel for City of  
Bloomington and Redevelopment Commission

\_\_\_\_\_  
Angela F. Parker, Counsel for  
Dimension Mill, Inc.

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

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

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

*To Be Completed by Requesting Party:*

**Project Name:** Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

**Project Manager(s):** Jeff Underwood, Alex Crowley, Beth Cate, Colleen Newbill, and John Fernandez (Dimension Mill, Inc.)

**Project Description:**

Background: The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

**Target audience:** This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

**Location:** Bloomington Trades District.

**Model:** A nonprofit entity will be established to run the Center.

**Connection to COVID-19 recovery:** This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.

**Competitive advantage:** Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors
- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

**Project Timeline:**    **Start Date:**    **July 2020**  
                                         **End Date:**        **April 2025**

**Financial Information:**

Estimated full cost of project:	\$9,062,751.00
Sources of funds:	Consolidated TIF - \$2,101,360.00
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,500,000

**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	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design/Construction Match</u>	Est. \$2,000,000	2021-Dec 2022
4a	Design Services With First Amendment	\$411,532.50	2022-2025
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
7	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024

**TIF District:** Consolidated TIF (Expanded Downtown)

**Resolution History:** 20-45 Project Review and Approval (August 3, 2020)  
20-54 Approval of Third Addendum for Project Manager  
20-60 Agreement with NEPA Consultant

- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of  
Funding for Construction Manager as Advisor and LEED  
Commissioning Agent

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_  
By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**23-42**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CONSTRUCTION AGREEMENT WITH MILESTONE FOR  
HOPEWELL PHASE 1 EAST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, the next phase for Hopewell Phase 1 East is construction of the infrastructure improvements (“Construction Services”), which is scheduled to begin in the summer of 2023; and
- WHEREAS, City staff solicited bids for the Construction Services and, out of two responsive bids received, staff identified Milestone Contractors, LP (“Milestone”) as the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Milestone 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) for the Construction Services (“Agreement”), which 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 Bloomington Board of Public Works is scheduled to review and approve this Agreement on May 23, 2023; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an additional amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90) to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement on May 23, 2023. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

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Date



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Award Construction Agreement for Hopewell Phase I East Infrastructure Project
<b>Petitioner/Representative:</b>	Engineering Department
<b>Staff Representative:</b>	Matt Smethurst
<b>Date:</b>	May 23rd, 2023

---

**Report:** This project shall include the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, and stormwater infrastructure at the Hopewell Phase I East site. Bids were opened at a public meeting on May 3rd, 2023. The City received two bids:

- Milestone Contractors, LP- \$13,373,284.90
- Crider & Crider, Inc.- \$15,936,167.90

Milestone Contractors, LP were the lowest responsive and responsible bidder. Construction is anticipated to begin in the summer of 2023. Single lane restrictions will be in place during construction utilizing flaggers. This project is TIF funded and will require RDC approval.



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MILESTONE CONTRACTORS, LP

FOR

**Hopewell Phase I East Infrastructure Project**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications at the Hopewell Phase I East Site, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

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

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR by October 31<sup>st</sup>, 2024, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

**ARTICLE 3. COMPENSATION**

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

**ARTICLE 4. RETAINAGE**

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

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

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

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

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

**ARTICLE 5. GENERAL PROVISIONS**

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

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

**5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

**5.03 Successors and Assigns**

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

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

**5.04 Extent of Agreement: Integration**

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

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

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

**5.05 Insurance**

**5.05.01**

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

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

General Aggregate Limit (other than Products/Completed Operations)

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08** **Non-Discrimination**

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

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

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

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

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

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

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

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Matt Smethurst	Attn: Aaron Chandler
P.O. Box 100 Suite 130	4755 West Arlington Road
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

**5.17 Steel or Foundry Products**

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

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

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

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

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Drug Testing Plan**

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



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

**5.20 Living Wage Ordinance (LWO)**

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

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

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

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

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Elizabeth Karon, Vice President

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

\_\_\_\_\_  
Jennifer Lloyd, Secretary

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

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

Hopewell Phase I East Infrastructure Project

This project shall include, but is not limited to, the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications at the Hopewell Phase I East Site.

**ATTACHMENT 'E'**

**"Unit Prices"**



City of Bloomington  
Engineering Department

Letting Date: May 3, 2023

Attachment 'E'

Proposal Schedule of Items (Unit Prices)

Page 1 of 8

Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001		STORMWATER MANAGEMENT BUDGET	1	LS	\$67,465.00	\$67,465.00
002		TEMPORARY SILT FENCE	1,475	LFT	\$2.15	\$3,171.25
003		TEMPORARY INLET PROTECTION	38	EACH	\$110.00	\$4,180.00
004		TEMPORARY SEEDING	713	LBS	\$2.75	\$1,960.75
005		MAINTENANCE OF TRAFFIC	1	LS	\$100,000.00	\$100,000.00
006		CLEARING RIGHT OF WAY	1	LS	\$100,000.00	\$100,000.00
007		WATER AND SERVICE LINE, REMOVE	298	LFT	\$20.00	\$5,960.00
008		ASPHALT MILLING 1.5"	324	SYS	\$18.00	\$5,832.00
009		PAVEMENT REMOVAL	17,660	SYS	\$15.00	\$264,900.00
010		CURB, REMOVE	3,398	LFT	\$15.00	\$50,970.00
011		SIDEWALK CONCRETE, REMOVE	895	SYS	\$25.00	\$22,375.00
012		SIGN, REMOVE	49	EACH	\$100.00	\$4,900.00
013		RETAINING WALL, REMOVE	584	LFT	\$65.00	\$37,960.00
014		INLET, REMOVE	13	EACH	\$1,000.00	\$13,000.00
015		MANHOLE, REMOVE	3	EACH	\$2,000.00	\$6,000.00
016		MISCELLANEOUS CONCRETE, REMOVE	42	SYS	\$100.00	\$4,200.00
017		PIPE, REMOVE	1,272	LFT	\$15.00	\$19,080.00
018		SANITARY SEWER, REMOVE	694	LFT	\$20.00	\$13,880.00
019		FENCE & POSTS, REMOVE	32	LFT	\$30.00	\$960.00
020		FIRE HYDRANT, ASSEMBLY, REMOVE	1	EACH	\$1,500.00	\$1,500.00
021		LIGHT POLE, REMOVE	19	EACH	\$1,500.00	\$28,500.00
022		GUARDRAIL, REMOVE	120	LFT	\$20.00	\$2,400.00
023		RETAINING WALL, TYPE 1	78	LFT	\$550.00	\$42,900.00
024		RETAINING WALL, TYPE 2	45	LFT	\$650.00	\$29,250.00
025		EXCAVATION, COMMON	13,135	CYS	\$46.00	\$604,210.00
026		SUBGRADE TREATMENT, TYPE IC (MODIFIED)	3,060	SYS	\$35.00	\$107,100.00
027		GEOGRID - INTERAX FILTERGRID NX750-FG	3,060	SYS	\$2.00	\$6,120.00
028		COMPACTED LIMESTONE SHOULDER	8	CYS	\$70.00	\$560.00
029		COMPACTED SAND	12	CYS	\$70.00	\$840.00
030		COMPACTED AGGREGATE NO. 8	265	CYS	\$100.00	\$26,500.00
031		COMPACTED AGGREGATE NO. 53	1055	TON	\$90.00	\$94,950.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
032		HOT MIX ASPHALT, 2, 64, SURFACE, 9.5MM	693	TON	\$165.00	\$114,345.00
033		HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM	601	TON	\$115.00	\$69,115.00
034		HOT MIX ASPHALT, 3, 64, BASE, 25MM	903	TON	\$115.00	\$103,845.00
035		SIDEWALK, CONCRETE	1,814	SFT	\$15.00	\$27,210.00
036		CURB, CONCRETE	2,313	LFT	\$44.00	\$101,772.00
037		CURB, CONCRETE, 8"	249	LFT	\$65.00	\$16,185.00
038		CURB, INTEGRAL CONCRETE	262	LFT	\$57.00	\$14,934.00
039		CURB, CONCRETE, DEPRESSED	33	LFT	\$50.00	\$1,650.00
040		CONCRETE ENTRANCE	385	SYS	\$150.00	\$57,750.00
041		PARKING BARRIER, CONCRETE	7	EACH	\$150.00	\$1,050.00
042		LINE, PAINT, SOLID, WHITE, 4 IN.	1,067	LFT	\$4.00	\$4,268.00
043		LINE, PAINT, SOLID, BLUE, 4 IN.	122	LFT	\$8.00	\$976.00
044		PAVEMENT MESSAGE MARKING, PAINT, ADA ACCESSIBLE SYMBOL	4	EACH	\$200.00	\$800.00
045		PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	8	EACH	\$500.00	\$4,000.00
046		SIGN POST, SQ TYP 2, UNREINF, ANCHOR BASE	162	LFT	\$23.50	\$3,807.00
047		SIGN POST ASSEMBLY	12	EACH	\$800.00	\$9,600.00
048		SIGN, SHEET, WITH LEGEND, 0.80 IN. THICKNESS	53	SFT	\$30.00	\$1,590.00
049		SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	21	SFT	\$38.00	\$798.00
050		SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	9	SFT	\$32.00	\$288.00
051		MULCHED SEEDING	15,547	SYS	\$1.20	\$18,656.40
052		WATER MAIN, 12 IN.	1,132	LFT	\$180.00	\$203,760.00
053		TAPPING SADDLE 24" X 12"	1	EACH	\$3,000.00	\$3,000.00
054		TAPPING SADDLE 12" X 12"	1	EACH	\$3,200.00	\$3,200.00
055		TAPPING VALVE 12"	2	EACH	\$7,500.00	\$15,000.00
056		M.J. 12 X 12" CROSS	1	EACH	\$3,500.00	\$3,500.00
057		M.J. 12 X 12" TEE	1	EACH	\$3,000.00	\$3,000.00
058		24" X 6" HOT TAP FOR FIRE HYDRANT	1	EACH	\$8,000.00	\$8,000.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
059		M.J. 22.5 DEG ELBOW, 12"	10	EACH	\$1,500.00	\$15,000.00
060		M.J. 45 DEG ELBOW 12"	9	EACH	\$1,500.00	\$13,500.00
061		M.J. 90 DEG ELBOW 12"	1	EACH	\$1,500.00	\$1,500.00
062		M.J. GATE VALVE 12"	4	EACH	\$5,500.00	\$22,000.00
063		M.J. PLUG, 12"	2	EACH	\$1,000.00	\$2,000.00
064		FIRE HYDRANT ASSEMBLY	5	EACH	\$10,000.00	\$50,000.00
065		1" DOMESTIC SERVICE TAP	2	EACH	\$7,500.00	\$15,000.00
066		TEMPORARY CHLORINATION TAP	2	EACH	\$2,500.00	\$5,000.00
067		TEMPORARY BLOW-OFF ASSEMBLY	3	EACH	\$2,500.00	\$7,500.00
068		TESTING OF WATER MAINS (CBU SPECIFICATIONS)	1	LS	\$6,000.00	\$6,000.00
069		SANITARY MANHOLE (CBU STD. DET. 1)	5	EACH	\$5,400.00	\$27,000.00
070		SANITARY MANHOLE MODIFIED (CBU STD. DET. 1)	1	EACH	\$7,000.00	\$7,000.00
071		CONFLICT MANHOLE	1	EACH	\$8,000.00	\$8,000.00
072		PIPE, SANITARY SEWER, 8 IN., C-900	401	LFT	\$180.00	\$72,180.00
073		PIPE, SANITARY SEWER, 8 IN., SDR-35	490	LFT	\$170.00	\$83,300.00
074		PIPE, SANITARY SEWER, 8 IN., DUCTILE IRON	301	LFT	\$250.00	\$75,250.00
075		SANITARY LATERAL ASSEMBLY, 6"	11	EACH	\$8,500.00	\$93,500.00
076		PIPE, STORM SEWER, 12 IN., RCP	556	LFT	\$92.00	\$51,152.00
077		PIPE, STORM SEWER, 15 IN., RCP	509	LFT	\$110.00	\$55,990.00
078		PIPE, STORM SEWER, 18 IN., RCP	747	LFT	\$135.00	\$100,845.00
079		PIPE, STORM SEWER, 24 IN., RCP	319	LFT	\$210.00	\$66,990.00
080		PIPE, STORM SEWER, 36 IN., RCP	760	LFT	\$274.00	\$208,240.00
081		PIPE, STORM SEWER, 42 IN., RCP	220	LFT	\$365.00	\$80,300.00
082		PIPE, STORM SEWER, 6 IN., PVC	135	LFT	\$50.00	\$6,750.00
083		PIPE, STORM SEWER, 15 IN., PVC	34	LFT	\$160.00	\$5,440.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
084		PIPE, STORM SEWER, 12 IN., HDPE	226	LFT	\$60.00	\$13,560.00
085		PIPE, STORM SEWER, 15 IN., HDPE	32	LFT	\$105.00	\$3,360.00
<del>086</del>		<del>PIPE, STORM SEWER, 18 IN., HDPE</del>	<del>0</del>	<del>LFT</del>		
087		UNDERDRAIN, 4 IN., PERFORATED	1,520	LFT	\$30.00	\$45,600.00
088		PIPE END SECTION, 18 IN. DIA.	1	EACH	\$2,000.00	\$2,000.00
089		NYLOPLAST DRAIN BASINS	2	EACH	\$5,000.00	\$10,000.00
090		CENTERSTONE STORMWATER DETENTION SYSTEM	1	LS	\$245,000.00	\$245,000.00
091		PLAZA STORMWATER DETENTION SYSTEM	1	LS	\$260,000.00	\$260,000.00
092		LOT 1 STORMWATER DETENTION SYSTEM	1	LS	\$160,000.00	\$160,000.00
093		LOT 5 STORMWATER DETENTION SYSTEM	1	LS	\$200,000.00	\$200,000.00
094		MANHOLE, TYPE J	4	EACH	\$6,000.00	\$24,000.00
095		MANHOLE, TYPE C	15	EACH	\$4,000.00	\$60,000.00
096		MANHOLE, TYPE K	7	EACH	\$7,800.00	\$54,600.00
097		MANHOLE, TYPE D	1	EACH	\$5,600.00	\$5,600.00
098		INLET, TYPE A	6	EACH	\$3,800.00	\$22,800.00
099		INLET, TYPE J	8	EACH	\$3,200.00	\$25,600.00
100		INLET, TYPE M	11	EACH	\$3,200.00	\$35,200.00
101		24" x 24" RECTANGULAR CONCRETE STRUCTURE	2	EACH	\$3,000.00	\$6,000.00
102		WQU - AQUA SWIRL XC-4	3	EACH	\$23,000.00	\$69,000.00
103		WQU - AQUA SWIRL XC-7	1	EACH	\$45,000.00	\$45,000.00
104		FIBER OPTIC CONDUIT	2764	LFT	\$70.00	\$193,480.00
105		FIBER OPTIC JUNCTION BOX	3	EACH	\$4,000.00	\$12,000.00
106		CONCRETE STEPS	20	CYS	\$1,500.00	\$30,000.00
107		UTILITY ACCESS TRENCH	13	LFT	\$1,200.00	\$15,600.00
108		FOOTING, PAVILION	22	CYS	\$800.00	\$17,600.00
109		LIMESTONE QUARRY BLOCK (RAMP)	1	LS	\$35,000.00	\$35,000.00
110		LIMESTONE STEPPER, TYPE A	25	EACH	\$3,200.00	\$80,000.00
111		LIMESTONE STEPPER, TYPE B	6	EACH	\$4,700.00	\$28,200.00
112		LIMESTONE STEPPER, TYPE C	3	EACH	\$4,800.00	\$14,400.00
113		LIMESTONE BLOCK CLUSTER, GROUP 1	1	LS	\$67,000.00	\$67,000.00
114		LIMESTONE BLOCK CLUSTER, GROUP 2	1	LS	\$53,000.00	\$53,000.00
115		LIMESTONE BLOCK CLUSTER, GROUP 3	1	LS	\$55,000.00	\$55,000.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
116		LIMESTONE, HEADWALL	1	LS	\$37,000.00	\$37,000.00
117		SST HANDRAIL AND POST	310	LFT	\$220.00	\$68,200.00
118		SCREEN WALL	1	LS	\$80,000.00	\$80,000.00
119		LOG SCRAMBLE	1	LS	\$25,000.00	\$25,000.00
120		ELECTRICAL, SYSTEM	1	LS	\$1,400,000.00	\$1,400,000.00
121		SIDEWALK, CONCRETE, MODIFIED	12,683	SFT	\$8.00	\$101,464.00
122		CONCRETE PAVEMENT, 6 IN.	1,448	SFT	\$23.00	\$33,304.00
123		CONCRETE PAVEMENT, 8 IN.	800	SFT	\$30.00	\$24,000.00
124		CURB, CONCRETE, MODIFIED	808	LFT	\$56.00	\$45,248.00
125		CONCRETE CONTAINMENT CURB, 8 IN.	3,855	LFT	\$42.00	\$161,910.00
126		CONCRETE CONTAINMENT CURB, 12 IN.	60	LFT	\$125.00	\$7,500.00
127		CONCRETE CONTAINMENT CURB, 24 IN.	40	LFT	\$150.00	\$6,000.00
128		UNIT PAVER, TYPE 1 (PEDESTRIAN)	936	SFT	\$42.00	\$39,312.00
129		UNIT PAVER, TYPE 2 (VEHICULAR)	88	SFT	\$55.00	\$4,840.00
130		UNIT PAVER, TYPE 3 (TACTILE WARNING)	2,251	SFT	\$62.00	\$139,562.00
131		METAL EDGE RESTRAINT, TYPE 1	72	LFT	\$25.00	\$1,800.00
132		METAL EDGE RESTRAINT, TYPE 2	46	LFT	\$25.00	\$1,150.00
133		METAL EDGE RESTRAINT, TYPE 3	46	LFT	\$25.00	\$1,150.00
134		PERMEABLE PAVERS, TYPE 1 (PEDESTRIAN)	23,912	SFT	\$23.50	\$561,932.00
135		PERMEABLE PAVERS, TYPE 2 (VEHICULAR)	47,892	SFT	\$21.00	\$1,005,732.00
136		DETECTABLE WARNING SURFACE	464	SFT	\$100.00	\$46,400.00
137		ARTIFICIAL TURF, STANDARD	3,154	SFT	\$30.00	\$94,620.00
138		ARTIFICIAL TURF, FALL RATED	1,322	SFT	\$33.00	\$43,626.00
139		IRRIGATION SYSTEM	1	LS	\$175,000.00	\$175,000.00
140		CISTERN PUMP AND TANK	1	LS	\$420,000.00	\$420,000.00
141		PLATFORM BENCH, TYPE 1	4	EACH	\$62,000.00	\$248,000.00
142		PLATFORM BENCH, TYPE 2 (STAGE)	1	LS	\$86,000.00	\$86,000.00

Continued on next page.





Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
143	BENCH, TYPE 1		2	EACH	\$24,000.00	\$48,000.00
144	BENCH, TYPE 2		4	EACH	\$22,000.00	\$88,000.00
145	BENCH, TYPE 3		1	LS	\$75,000.00	\$75,000.00
146	SWING, STRUCTURE		2	EACH	\$98,000.00	\$196,000.00
147	FOOTBRIDGE		1	LS	\$102,000.00	\$102,000.00
148	PAVER GRATE, TYPE 1		10	EACH	\$5,500.00	\$55,000.00
149	PAVER GRATE, TYPE 2		24	EACH	\$6,000.00	\$144,000.00
150	UMBRELLA		2	EACH	\$23,000.00	\$46,000.00
151	BICYCLE RACK, TYPE 1		14	EACH	\$1,500.00	\$21,000.00
152	BICYCLE RACK, TYPE 2		8	EACH	\$1,000.00	\$8,000.00
153	DRINKING FOUNTAIN		2	EACH	\$10,000.00	\$20,000.00
154	REMOVABLE BOLLARD		14	EACH	\$2,600.00	\$36,400.00
155	BOLLARD RACK, TYPE 1		2	EACH	\$1,000.00	\$2,000.00
156	BOLLARD RACK, TYPE 2		1	EACH	\$1,000.00	\$1,000.00
157	PING PONG TABLE		2	EACH	\$15,000.00	\$30,000.00
158	PLANTING SOIL		1,397	CYS	\$200.00	\$279,400.00
159	PLANTER SOIL		10	CYS	\$400.00	\$4,000.00
160	TURF, SOD		709	SYS	\$36.00	\$25,524.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
161		DECIDUOUS TREE, SINGLE STEM, 1.25" to 2" TO 2"	42	EACH	\$707.00	\$29,694.00
162		DECIDUOUS TREE, SINGLE STEM, OVER 2" TO 2.5"	80	EACH	\$710.00	\$56,800.00
163		DECIDUOUS TREE, SINGLE STEM, OVER 2.5" TO 3.5"	5	EACH	\$940.00	\$4,700.00
164		DECIDUOUS TREE, MULTI-STEM, 96" TO 120"	17	EACH	\$725.00	\$12,325.00
165		DECIDUOUS SHRUB, 18" TO "24	484	EACH	\$65.00	\$31,460.00
166		CONIFEROUS, BROAD SPREADING	151	EACH	\$65.00	\$9,815.00
167		PLANT, ORNAMENTAL GRASS (#1)	1,029	EACH	\$17.00	\$17,493.00
168		PLANT,GROUND COVER	1,178	EACH	\$12.00	\$14,136.00
169		PLANT, PERENNIAL (#1)	3,728	EACH	\$22.00	\$82,016.00
170		PLANT, ANNUAL (32-CELL FLAT)	464	EACH	\$6.00	\$2,784.00
171		MULCH, HARDWOOD	180	CYS	\$100.00	\$18,000.00
172		LANDSCAPE EDGE, SPADE	638	LFT	\$2.00	\$1,276.00
173		LANDSCAPE EDGE, STEEL	60	LFT	\$45.00	\$2,700.00
174		DRY STREAM BED	945	SFT	\$85.00	\$80,325.00
175		SUSPENDED PAVEMENT ASSEMBLY	253	CYS	\$450.00	\$113,850.00
176		CONSTRUCTION LAYOUT	1	LS	\$100,000.00	\$100,000.00
177	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$640,000.00	\$640,000.00
178		CONTAMINATED SOILS, STOCKPILE	18,495	TON	\$3.50	\$64,732.50
179	202-05546	REGULATED MATERIALS, DISPOSE, TYPE C	1,648	TON	\$23.00	\$37,904.00
180	202-05551	REGULATED MATERIALS, REMOVE, TYPE C	1,648	TON	\$25.00	\$41,200.00
181	202-05556	REGULATED MATERIALS, TRANSPORT, TYPE C	1,648	TON	\$45.00	\$74,160.00
182	203-02010	EXCAVATION, ROCK	100	CYS	\$200.00	\$20,000.00
183		RAISED PAVEMENT MARKER	3	EACH	\$60.00	\$180.00
184		SITE FURNISHING ANCHOR	62	EACH	\$200.00	\$12,400.00
185		BUILDING TRADE PARK SIGN, REMOVAL	1	LS	\$1,500.00	\$1,500.00
186		CONTRACTOR ASSEMBLY AND INSTALLATION OF O.F.S.F.	1	LS	\$26,000.00	\$26,000.00

<b>BID:</b>	<b>\$12,967,284.90</b>
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Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1 - SECTION 32 3300 - SITE FURNISHINGS						
A1-1	PAVILION		1	LS	\$350,000.00	\$350,000.00
<b>TOTAL ALTERNATE #1:</b>						<b>\$350,000.00</b>
ALTERNATE #2 - SECTION 32 3300 - SITE FURNISHINGS						
A2-1	PAVILION, INSTALLATION		1	LS	\$21,000.00	\$21,000.00
<b>TOTAL ALTERNATE #2:</b>						<b>\$21,000.00</b>
ALTERNATE #3 - SECTION 32 9200 - Turf and Grasses						
A3-1	EXTENDED MAINTENANCE PERIOD, SOD		1	LS	\$14,000.00	\$14,000.00
ALTERNATE #3 - SECTION 32 9300 - PLANTS						
A3-2	EXTENDED MAINTENANCE PERIOD, PLANTS		1	LS	\$21,000.00	\$21,000.00
<b>TOTAL ALTERNATE #3:</b>						<b>\$35,000.00</b>

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ATTACHMENT 'B'**

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

**AFFIDAVIT**

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

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	TRENCH BOX	LS	\$1,500.00	1	\$1,500.00
B.					
C.					
D.					
				<b>Total</b>	<b>\$ 1,500.00</b>

Method of Compliance (Specify) TRENCH BOX

Date: MAY 3, 2023



Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

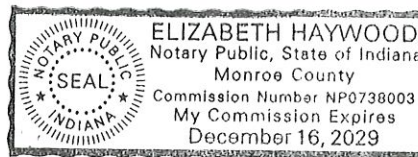
My Commission Expires: 12/16/2029

  
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD  
Printed Name of Notary Public

Commission #: 738003



\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

**E-Verify AFFIDAVIT**

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

1. The undersigned is the DIRECTOR OF ESTIMATING of MILESTONE CONTRACTORS, LP,  
a. (job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

*Aaron Chandler*  
Signature

AARON CHANDLER  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

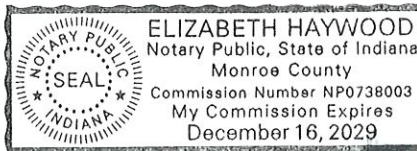
My Commission Expires: 12/16/29

*Elizabeth Haywood*  
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD  
Printed Name of Notary Public

My Commission #: 738003



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )

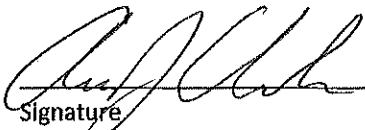
) SS:

COUNTY OF MONROE )

**AFFIDAVIT**

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

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

  
Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER  
and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

My Commission Expires: 12/16/29

*Elizabeth Haywood*  
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD  
Printed Name of Notary Public

My Commission #: 738003





**EXHIBIT "F"**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the DIRECTOR OF ESTIMATING of MILESTONE CONTRACTORS, LP  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: Click here to enter text.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

*Aaron Chandler*  
Signature

AARON CHANDLER  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER  
\_\_\_\_\_ and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

My Commission Expires: 12/16/29

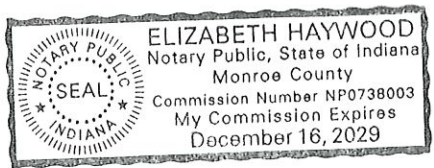
*Elizabeth Haywood*  
Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD  
Name Printed

738003

Commission Number



City of Bloomington  
 Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

**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:** Don Griffin; 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:	\$35,165,575.13
	\$35,450,991.03

Sources of funds:	Total: \$35,869,189.74
Consolidated TIF	\$30,000,000
Federal Roadway Reconstruction	\$4,069,189.74
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>	\$1,757,752	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$631,000	2021-2025
	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.	Est. \$525,000	2023-24
	1h Website	Est. \$22,400	2023-24
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>	\$6,278,268	2020-2023
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	<b>Phase 1 East</b>	<del>\$16,835,506</del> \$17,120,920.20	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023

Redevelopment Commission Resolution 23-42  
Exhibit B

	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	<b>7e. Construction - Milestone</b>	<b>\$13,087,869</b> <b>\$13,373,284.90</b>	<b>2022-2024</b>
	7f(i) Cassidy Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
<b>9.</b>	<b>Ongoing Services</b>	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment	\$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>	1% for Arts Allowance	Est. \$192,250	

**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**

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**23-43**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**LEASE MODIFICATIONS AND ACCEPTANCE OF EQUIPMENT 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 RDC approved a purchase agreement for Showers West located at 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, (“Property”) in Resolution 22-49; 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 (“Project”); and
- WHEREAS, as part of the purchase, the RDC assumed leases as part of the Property; and
- WHEREAS, City staff have negotiated two lease modifications for early termination with Cook Group Incorporated and LA Premier Realty LLC d.b.a. Sycamore Realty & Investments, which are attached to this Resolution as Exhibits A and B respectively; and
- WHEREAS, for Cook Group Incorporated (“Cook”), the lease for Suite 110, which currently being used a fitness facility, will terminate on June 1, 2023, and in consideration of the early termination Cook will convey to the City all fitness equipment in the suite as reflected in the Bill of Sale attached to Exhibit A; and
- WHEREAS, Sycamore Realty’s lease under the modification would reflect a termination date of April 1, 2023;

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

1. The RDC finds that the lease modifications have a valid public purpose.
2. The RDC approves the Lease Termination Agreement for Cook Group, Inc. and agrees to accept the items listed in the Bill of Sale, all of which are attached to this Resolution as Exhibit A.

3. The RDC approves the Lease Termination Agreement for Sycamore Realty & Investments, attached to this Resolution as Exhibit B.
4. The RDC authorizes Cindy Kinnarney to sign the attached modifications on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

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Date

**LEASE TERMINATION AGREEMENT**

This Lease Termination Agreement made and effective upon the date of the final signatures below (“Effective Date”), by and between Cook Group Incorporated., referred to as “the Tenant,” and The City of Bloomington Redevelopment Commission, an Indiana governmental unit, referred to here as “RDC” or “the Landlord.”

RECITALS:

WHEREAS, CFC, LLC f/k/a CFC, Inc. (“CFC”) and Tenant executed a Lease Agreement dated January 11, 2011 for the premises commonly known as Showers Plaza, Suite 120 located at Real Estate (“Premises”) (hereinafter “Lease”) in which Tenant operates a fitness facility with fitness-related equipment.

WHEREAS, CFC entered into a certain Agreement for Purchase of Real Estate and Assets dated July 18, 2022 and Amendments (collectively hereinafter “Purchase Agreement”) with the RDC, for the real estate and improvements at the common address of 320 West 8<sup>th</sup> Street, Bloomington, Monroe County, Indiana 47404 (hereinafter “Real Estate”) which transaction included an assignment of Lease Agreements from CFC to the RDC.

WHEREAS, on January 31, 2023, the RDC and CFC entered into an Assignment of and Assumption of Deposits, Rents and Leases for the Real Estate at the Closing of the Purchase Agreement, including the Tenant’s Lease.

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the Lease, as of June 30, 2023, on the conditions stated below.

NOW THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. The Lease shall be terminated, effective June 30, 2023. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date. Tenant shall return all keys and fobs to Landlord as of the Termination Date and shall vacate and remove personal property from the Premises, except for the Inventory, as described in paragraph 2, below, which shall remain in the Premises.
2. In exchange for termination of the Lease, Tenant shall transfer and convey the fitness center inventory (“Inventory”) located in the Premises as of the date of Lease Termination. Such Transfer shall be by Bill of Sale, in form as attached hereto and marked as Exhibit A.
3. In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement and mutually release the other from all claims, causes of action, damages or other matters that might arise from the Lease or Tenant’s occupancy of the Premises and the transfer of the Inventory as provided by this Agreement.

The Parties have executed this agreement as of the date written below.



LANDLORD  
The City of Bloomington  
Redevelopment Commission

TENANT  
Cook Group Incorporated

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Prepared by:  
Angela F. Parker  
CarminParker, PC  
116 West 6<sup>th</sup> Street, Suite 200  
Bloomington, IN 47404  
Telephone: 812-332-6556

**EXHIBIT A**  
**BILL OF SALE**

Cook Group Incorporated (hereinafter called "Transferor") hereby transfers, assigns and conveys to The City of Bloomington Redevelopment Commission (hereinafter referred to as "Transferee") for valuable consideration as provided by the Lease Termination Agreement, all of Transferor's right, title and interest in and to the fitness center inventory located at 320 W 8<sup>th</sup> Street, Bloomington, IN 47404, as itemized in Exhibit "A" ("Inventory").

Transferor makes no representations or warranties with regard to the Inventory, its condition, state of repair, or usefulness for any particular or intended purpose and such transfer is made wholly "where is, as is and with all faults."

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**"Transferor"**

Cook Group Incorporated

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

Its: \_\_\_\_\_

Inventory List

IMG # Inv. Item Code

- 0372 - PP740 Vertical Knee Raise
- 0373 - PP710 Abdominal Crunch Bench
- 0374 - PP755 45-Degree Back Extension
- 0375 - PP525 Standing Calf Raise Machine
- 0376 - PP636 Compound Row Machine
- 0377 - PP615 Seated Chest Machine
- 0378 - PP650 Seated Abdominal Machine
- 0379 - PP637 Lower Back Machine
- 0380 - PP640 Biceps Curl Machine
- 0381 - PP678 Dual Cable Column (corner cable crossover)
- 0382 - PP630 Lat Pulldown Machine
- 0383 - PP620 Shoulder Press Machine
- 0384 - PP621 Lateral Delt Raise Machine
- 0385 - PP618 Combo Pectoral Fly/Rear Delt
- 0386 - PP505 Horizontal Leg Sled Machine
- 0387 - PP510 Leg Ext w/ Range of Motion
- 0388 - PP512 Seated Leg Curl w/ Range of Motion
- 0389 - PP670 Counterbalanced Multi-Press (Smith Machine)
- 0390 - PP165 Preacher Curl Bench
- 0391- P5340 (2) 4 Way Combo Bench
- 0392 - PP430 Hex Dumbbell Rack, 64" Racking Space (Holds 3-50)
- 0393 - PP430 Hex Dumbbell Rack, 64" Racking Space (Holds 3-50)
- 0446 - SF-ISO1004R SCIFIT, Recumbent Bike ISO1000R
- 0447 - SF-ISO1000U SCIFIT Upright Bike ISO 1000
- 0448 - SF-SFI1000U Elliptical Walker - Total Body
- 0449 - SF-SX7000 SCIFIT Elliptical Walker w/Bio-Flex & Tele-Rail
- \* NON-STOCK TKO Rubber Hex Dumbbells, 1 set 3-50 Pairs & 1 set 3-30  
(shown w/ Hex Dumbbells IMG 0392 & 0393)
- \* OB-Curl Olympic EZ Curl bar (shown w/ Preacher Curl IMG 0390)
- \* NON-STOCK VTX Metal Grip Plates (shown w/ Smith machine IMG 0389)
- misc TVs, DVDs, etc

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement made and effective upon the date of the final signatures below (“Effective Date”), by and between LA Premier Realty LLC d.b.a. Sycamore Realty & Investments (the “Tenant”) and the City of Bloomington Redevelopment Commission, an Indiana governmental unit, (“RDC” or “Landlord”).

### RECITALS:

WHEREAS, CFC, LLC f/k/a CFC, Inc. (“CFC”) and Tenant executed a Lease Agreement dated January 27, 2022 for the premises commonly known as Showers Plaza, Suite 116 located at Real Estate (“Premises”) (hereinafter “Lease”); and

WHEREAS, CFC entered into a certain Agreement for Purchase of Real Estate and Assets dated July 18, 2022 and Amendments (collectively hereinafter “Purchase Agreement”) with the RDC, for the real estate and improvements at the common address of 320 West 8th Street, Bloomington, Monroe County, Indiana 47404 (hereinafter “Real Estate”) which transaction included an assignment of Lease Agreements from CFC to the RDC; and

WHEREAS, on January 31, 2023, the RDC and CFC entered into an Assignment of and Assumption of Deposits, Rents and Leases for the Real Estate at the Closing of the Purchase Agreement, including the Tenant’s Lease; and

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the Lease, as of April 1, 2023, on the conditions stated below.

NOW THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. The Lease shall be terminated, effective April 1, 2023. If it has not already done so, Tenant shall return all keys and fobs to Landlord within five (5) business days of the Effective Date and shall vacate and remove personal property from the Premises.
2. In exchange for termination of the Lease, Tenant shall pay Landlord all outstanding rent due, which shall include rent for the months of February and March, 2023. Rent shall be paid within thirty (30) business days of the Effective Date.
3. Any remaining security deposit may be applied to the outstanding rent due.
4. In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and

waive any and all right, title, claims, causes of action, liabilities and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement and mutually release the other from all claims, causes of action, damages or other matters that might arise from the Lease or Tenant's occupancy of the Premises.

The Parties have executed this agreement as of the date written below.

LANDLORD

TENANT

Bloomington Redevelopment  
Commission

Sycamore Realty & Investments

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

By: \_\_\_\_\_  
Laura Anderson, President

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

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

Witness:

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

Prepared by:  
Larry D. Allen  
Assistant City Attorney  
City of Bloomington  
401 N Morton St, Suite 220  
Bloomington, IN 47404  
(812) 349-3426