

AGENDA
REDEVELOPMENT COMMISSION
August 21, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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Join Zoom Meeting

<https://bloomington.zoom.us/j/87339742280?pwd=RC9FbHdxVnJBnkVaclJyU1poczdhUT09>

Meeting ID: 873 3974 2280

Passcode: 243296

- I. ROLL CALL**
- II. READING OF THE MINUTES – August 7, 2023**
- III. EXAMINATION OF CLAIMS –August 18, 2023 for \$130,678.16**
- IV. EXAMINATION OF PAYROLL REGISTERS –August 11, 2023 for \$45,991.53**
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions for the Trades District
 - B. Resolution 23-62: Approval to Increase Emergency Home Repair Project at 1600 Willis Drive Lot 128
 - C. Resolution 23-63: Approval of MOU with the City of Bloomington Utilities Department for Green Roof Infrastructure
 - D. Resolution 23-64: Agreement for Economic Impact Analysis of the Bloomington Certified Technology Park with the IU Public Policy Institute
 - E. Resolution 23-65: Approval of Change Order to Project Agreement with Milestone Contractors, LP for Hopewell Phase I East.
 - F. Resolution 23-66: Approval for an Extension of Time and Increase in Funding for Tandem
 - G. Resolution 23-67: Approval for an Extension of Time for Middle Way House
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, August 7, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with Vice-President Deb Hutton presiding:
<https://catstv.net/m.php?q=12660>***

I. ROLL CALL

Commissioners Present: Deb Hutton, Randy Cassady, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person

Commissioners Absent: Cindy Kinnarney

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Larry Allen, Deputy Mayor; Deb Kunce, Colleen Newbill, Assistant City Attorney, City Legal; J.S. Held; Jeff Underwood, Controller; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development (ESD); Andrea de la Rosa, Assistant Director for Small Business Development, ESD; Chaz Mottinger, Special Projects Manager, ESD; Mick Renneisen; Jen Pearl, BEDC; Sam Dove

II. READING OF THE MINUTES – Deborah Myerson moved to approve the July 17, 2023 minutes. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for August 4, 2023 for \$42,695.76. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS –Randy Cassady moved to approve the payroll register for July 28, 2023, for \$39,625.63. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. John Zody gave a brief update on HAND activities. Zody asked for redevelopment commission representatives to serve on the social service and physical improvement sub-committees. Deb Hutton volunteered to serve on the physical improvements sub-committee and Deborah Myerson volunteered to serve on the social service sub-committee.

B. Legal Report: Colleen Newbill stated that Resolution 23-57, which was postponed from the previous meeting needs to be added to the agenda in order to postpone it again. Newbill was available to answer questions.

C. Treasurer’s Report: Jeff Underwood was available to answer questions.

D. Business Development Updates: Holly Warren gave a brief update on ESD activities. Warren was available to answer questions.

E. Hopewell Update: Deb Kunce gave an update on Hopewell activities. Kunce was available to answer questions.

VI. NEW BUSINESS

A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions (CRR) for the Trades District. Sarah Bauerle Danzman moved to postpone Resolution 23-57. Randy Cassady seconded the motion. The motion passed unanimously.

B. Resolution 23-60: Right of Entry for Access to the Fourth Street Garage for Black y Brown Arts Festival Exhibition. Chaz Mottinger gave a brief overview of Resolution 23-60.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-58. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

C. Resolution 23-61: Amendment to Agreement with J.S. Held for Project Management Services for the Hopewell Site. John Zody pointed out that the first paragraph in the contract is missing the word “whereas”, any approval will need to include that amendment.

Deb Hutton asked for public comment.

Sarah Bauerle Danzman moved to approve Resolution 23-61 with the above amendment. Randy Cassady seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION –

XI. ADJOURNMENT – The meeting adjourned at 6:05 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

**23-62
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE FUNDING FOR AN EMERGENCY HOME REPAIR (EHR)
PROJECT AT 1600 WILLIS DR LOT 128**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) approved the property owner at 1600 Willis Drive, Lot 128 to receive a CDBG funded rehabilitation through HAND's EHR program to make modifications to the property to bring the property up to code; and

WHEREAS, the previous resolution, 23-13 providing additional funding not to exceed \$7,766.44 including a 10% contingency was approved on February 6, 2023, and

WHEREAS, additional work, more fully described in the Change Order attached hereto as Exhibit A, has been determined to be required to complete the project for an additional amount of \$4,827.00 to fully replace existing decking for safety of the occupant; and,

WHEREAS, a total funding amount of \$12,998.48, including a 10% contingency, is needed to be approved to complete this project of improving the accessibility of the property for the eligible property owner; and,

WHEREAS, there are currently allocated CDBG funds for the EHR program available to fund this project.

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

The funding amount for the EHR project at 1600 Willis Drive, Lot 128 is approved to be \$12,998.48.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

EXHIBIT A

Change Order # 01-2023

This Addendum is in addition to the contract entered into on the 14th day of August, 2023 by and between Dave Thompson, Owner and Ankriss Services LLC, Contractor, Dave Padgett, Owner.

In consideration of the additional contractual work to be performed at 15600 N Willis Dr, Lot #128 Bloomington, Monroe County, Indiana, which is to be paid by the owner to the contractor hereto agrees to perform certain construction, repair, rehabilitation work, and services as described below, subject Addendum in no respect alters any conditions, both general and specific to the primary contract.

Work Description:	Amount: \$4,827.00
Description of Additional Work:	
1. <u>Remove and rebuild Railing system around entire main deck (reusing balusters)</u>	<u>\$987.00</u>
2. <u>Remove all deck boards and replace with 5/4 pressure treated deck boards.</u>	<u>\$3,480.00</u>
3. <u>Rebuild two (2) concrete block piers under front door area.</u>	<u>\$360.00</u>
 TOTAL OF CHANGE ORDER	 \$4,827.00

Note:

This Request for Change Order #01-2023 will need R.D.C. Board approval prior to starting any work starting.

Date of R.D.C. Board Meeting: _____

Approved: N.T.E. Amount: _____

Date: _____

Denied: _____
Date

-----LAST ITEM-----

CONTRACTOR:

OWNER:

Dave Padgett, Owner Ankriss Services LLC

Dave Thompson, Owner

736 S. Morton St. Bloomington, In. 47403
Address of Contractor

1600 N. Willis Dr, Lot #128, Bloomington, In
Address of Owner

APPROVED: Housing and Neighborhood Development Department

Barry J. Collins, Project Manager

Date of Approval _____

John Zody, H.A.N.D. Director

Date of Approval _____

ANKRISS SERVICES
736 S. Morton
Bloomington, Indiana 47403
812-361-7620

TO:	City of Bloomington	WORK PERFORMED AT:	H.A.N.D. Dept.
	401 N. Meekin St.		1600 N. Willis
	Bloomington IN.	AHN:	Barry Collins
DATE:	8/19/23	YOUR WORK ORDER NO.	
		OUR BID NO.	

DESCRIPTION OF WORK PERFORMED

Change Order

- 1.) Remove old handrail + install new handrail on all of deck. (Above previous requirement) Additional → \$ 987.00
- 2.) Remove all floorboards of deck + replace w new 5/4 treated boards → \$ 2,480.00
- 3.) Remove old block studs (2) under edge of trailer + relay mortared in → \$ 360.00

Received
8/19/23

BAC

TOTAL \$ 4827.00

23-63
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF MOU WITH THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT
FOR GREEN ROOF INFRASTRUCTURE

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) Bloomington’s Certified Technology Park (“Trades District”); and

WHEREAS, the City of Bloomington Utilities Department under its stormwater utility division requires installation of stormwater infrastructure to help control stormwater run-off throughout the City of Bloomington; and

WHEREAS, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

WHEREAS, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure in exchange for financial contribution by CBU to the RDC as spelled out in the Memorandum of Understanding attached hereto and marked as Exhibit “A”.

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

1. The Memorandum of Understanding that is attached to this Resolution as Exhibit “A” is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
BLOOMINGTON REDEVELOPMENT COMMISSION
FOR
GREEN ROOF**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department (“CBU”) acting through its Utilities Service Board (“USB”), and the Bloomington Redevelopment Commission (“RDC”).

WHEREAS, RDC owns 12-acres of land within Bloomington’s Certified Technology Park (“Trades District”), proof of which can be found in a quit claim deed recorded as Instrument Number 20110122088 in the Monroe County Recorder’s Office (the “Property”); and

WHEREAS, as part of the redevelopment of the Trades District, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

WHEREAS, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure; and

WHEREAS, CBU and the RDC wish to establish this Memorandum of Understanding identifying the monetary contribution for installation of said infrastructure and also to delineate the ongoing and future operation, maintenance, repair and/or replacement of the green roof storm water infrastructure.

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

1. RDC shall install green roof stormwater infrastructure (the “Infrastructure”) on the roof of the Trades District Technology Center.
2. The RDC grants CBU full and continuous access into and onto the Property as necessary to showcase the Infrastructure to stakeholders and other members of the community by taking said interests up to the roof top whenever CBU desires. CBU shall give 24 hours advance notice to The Mill (as RDC property manager) before any such viewings occur.
3. CBU shall make a one-time contribute to RDC in an amount not to exceed \$310,000.00 for the installation of the Infrastructure.
4. RDC shall be responsible for all future maintenance and repairs of the Infrastructure.
5. Should the RDC choose to remove the Infrastructure or permit the Infrastructure to no longer operate as intended, then the RDC agrees to design and submit plans to CBU for alternative stormwater features and install the same in order to replace the lost stormwater detention and treatment qualities provided by the Infrastructure.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Megan Parmenter, VP 8/14/23
Amanda Burnham Date
President

~~Attest~~ Matt Havey DOA Vic Kelson
Matt Havey DOA Vic Kelson (Aug 17, 2023 14:15 EDT)
Vic Kelson Date
City of Bloomington Utilities Director

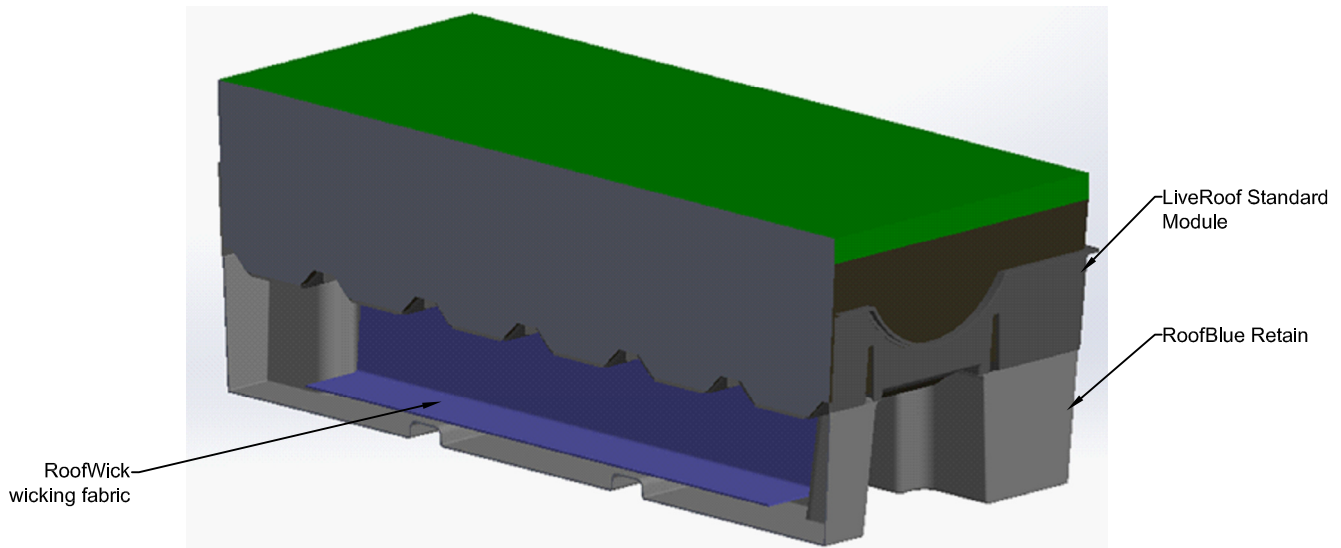
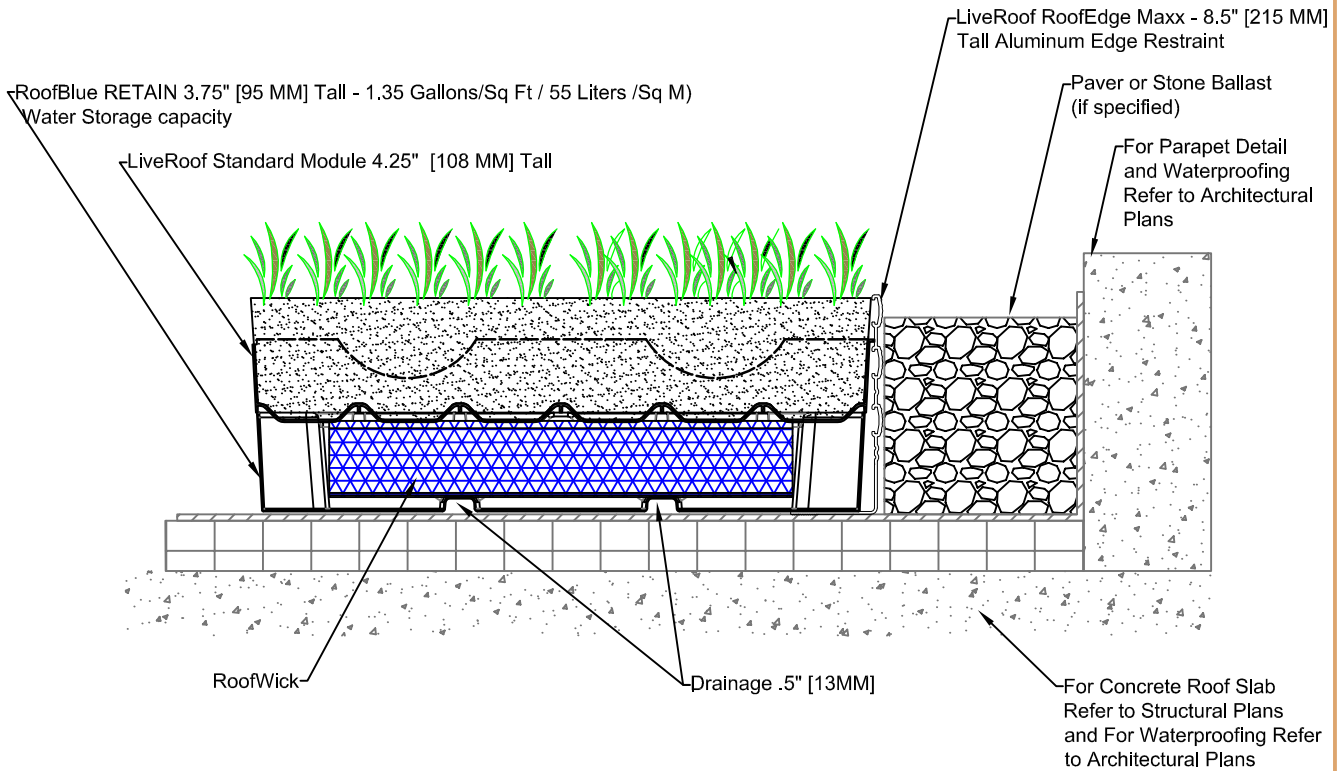
**BLOOMINGTON REDEVELOPMENT
COMMISSION**

Cindy Kinnamey Date
President

Attest:

Deborah Myerson Date
Secretary

RoofBlue® RETAIN Stormwater Retention System with LiveRoof Standard Modules



NOTES:

It is critical to account for the maximum detained water weight of a blue roof solution.

NOT TO SCALE

ILLUSTRATIONS ARE TO CONCEPTUALLY ASSIST PROFESSIONALS IN DESIGNING LIVEROOF INSTALLATIONS. LIVEROOF DOES NOT ACCEPT RESPONSIBILITY FOR ENGINEERING BASED ON ILLUSTRATIONS. A QUALIFIED ROOFING SPECIALIST SHOULD BE CONSULTED TO DETERMINE APPROPRIATE WATERPROOFING AND ROOF DECK MATERIALS AND SUITABLE DESIGN.

BLUE - R - STD
v2021-08-17

LiveRoof® Stormwater Properties

LIVEROOF MODULE SIZE	LITE	STANDARD	DEEP	MAXX
Soil Depth	2.5 in (65 mm)	4.25 in (110 mm)	6 in (150 mm)	8 in (200 mm)
Fully Saturated Weight, <i>Maximum, varies by vegetation type and maturity level</i>	≤17 lbs/ft ² (≤0.8 kPa)	≤29 lbs/ft ² (≤1.4 kPa)	≤50 lbs/ft ² (≤2.4 kPa)	≤65 lbs/ft ² (≤3.1 kPa)
Maximum Water Holding Capacity	48.3% ASTM E2397			
Wilt Point of Plants	10%			
Maximum Available Capacity of Growing Medium to Hold Water	38.3%			
Growing Medium Maximum Moisture Storage	.96 in (24 mm) 0.6 gal/ft ² (24.4 L/m ²)	1.6 in (40 mm) 1 gal/ft ² (41.3 L/m ²)	2.2 in (55 mm) 1.3 gal/ft ² (55.9 L/m ²)	3 in (76 mm) 1.8 gal/ft ² (76.2 L/m ²)
Plant Moisture Storage (Sedums)	0.4 in (10 mm) 0.25 gal/ft ² (10.1 L/m ²)			
System Total Storm Water Storage <i>(Assuming Initial Moisture 0.25 in / 6mm)</i>	1.11 in (28 mm) 0.7 gal/ft ² (28.2 L/m ²)	1.75 in (44 mm) 1.1 gal/ft ² (44.4 L/m ²)	2.35 in (60 mm) 1.5 gal/ft ² (59.7 L/m ²)	3.15 in (80 mm) 2 gal/ft ² (80 L/m ²)
Growing Medium Water Permeability	0.434 in/min (0.018 cm/s) saturated hydraulic conductivity, ASTM E2397			



RoofBlue® RETAIN™

Maximum Water Holding Capacity of RoofBlue RETAIN module	2.16 in (55mm) 1.35 gal/ft ² / 312 in ³ / 0.18ft ³ (55 L/m ²)			
LIVEROOF MODULE SIZE	LITE	STANDARD	DEEP	MAXX
Maximum Water Volume Retention (LiveRoof Module + RoofBlue RETAIN)	3.17 in (83mm) 2.05 gal/ft ² (83.5 L/m ²)	3.91 in (99mm) 2.45 gal/ft ² (99.8 L/m ²)	4.51 in (115mm) 2.85 gal/ft ² (116 L/m ²)	5.31 in (135mm) 3.35 gal/ft ² (136.5 L/m ²)
Maximum Saturated Weight of System (LiveRoof Module + RoofBlue RETAIN)	≤29.5 lbs/ft ² (≤1.4 kPa)	≤41.5 lbs/ft ² (≤2 kPa)	≤62.5 lbs/ft ² (≤3 kPa)	≤77.5 lbs/ft ² (≤3.7 kPa)



RoofBlue® DETAIN™

for use with control-flow drains

Maximum Water Depth	3.5 in (89 mm)
Void Space	90.5%
Maximum Water Volume Detention below the green roof system	456 in ³ / 0.26 ft ³ (7472 cm ³) 1.97 gal/ft ² (80.3 L/m ²)
Maximum Weight in addition to green roof system	18.2 lbs/ft ² (0.87kPa)

**23-64
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT FOR ECONOMIC IMPACT ANALYSIS OF THE BLOOMINGTON
CERTIFIED TECHNOLOGY PARK WITH THE IU PUBLIC POLICY INSTITUTE**

WHEREAS, in May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and

WHEREAS, the Redevelopment Commission (“RDC”) owns property within the Certified Technology Park and has implemented a long-term strategic in redeveloping the CTP; and

WHEREAS, the IEDC requires the City to periodically recertify the CTP; and

WHEREAS, a necessary part of the CTP recertification is an economic impact analysis of the CTP; and

WHEREAS, Staff have identified the IU Public Policy Institute as the best professional consultant to complete the economic impact analysis (“Services”); and

WHEREAS, the IU Public Policy Institute is willing and able to provide the Services for an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty-Five Dollars (\$49,825.00); and

WHEREAS, City staff have negotiated an agreement with the IU Public Policy Institute for the Services, which is attached to this Resolution as Exhibit A;

WHEREAS, there are sufficient funds in the Consolidated TIF (Downtown) to pay for the cost of the Services;

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

1. The RDC reaffirms its approval of the overall efforts to redevelop the Trades District and the recertification of the Certified Technology Park.
2. The RDC finds that Project and Services are an appropriate use of the Consolidated TIF and serve the public’s best interest.

3. The RDC approves the Agreement with the Indiana University Public Policy Institute and authorizes the City's Controller's office to pay for the Services in an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty-Five Dollars (\$49,825.00) from the Consolidated TIF (Downtown) in accordance with the terms of the Agreement, which is attached to this Resolution as Exhibit A.
4. The authorization for funding shall expire on December 31, 2023, unless otherwise extended by the RDC by resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Mayor John Hamilton; Controller Jeffrey Underwood
FROM: Andrea De la Rosa
DATE: August 18, 2023
RE: Services Agreement with IU Public Policy Institute for Economic Impact Analysis of Bloomington CTP

Contract Recipient/Vendor Name:	IU Public Policy Institute
Department Head Initials of Approval:	HW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Andrea de la Rosa
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-
Due Date For Signature:	ASAP
Expiration Date of Contract:	~August 1, 2024
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$49,825.00
Funding Source:	439-15-159002-53990 Consolidated TIF (Downtown)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract: Agreement for the IU Public Policy Institute to conduct economic impact analysis required for recertification of the Bloomington Certified Technology Park in 2023.

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
INDIANA UNIVERSITY PUBLIC POLICY INSTITUTE**

This Agreement, entered into on this 21st day of August, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and the Indiana University Public Policy Institute (“Consultant”),

WITNESSETH:

WHEREAS, in May 2005, the City’s application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and

WHEREAS, the IEDC requires the City to periodically recertify the CTP; and

WHEREAS, a necessary part of the CTP recertification is an economic impact analysis of the CTP; and

WHEREAS, the City needs a professional consultant to complete the economic impact analysis, which are the “Services” more particularly described in Article 1 and Exhibit A of this Agreement; and

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

WHEREAS, Consultant has the experience necessary to complete the Services and is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before September 29, 2023, unless the parties mutually agree to an earlier completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City's Project Manager, Andrea de la Rosa within the Department of Economic and Sustainable Development.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

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

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Forty-Nine Thousand Eight Hundred Twenty-Five Dollars (**\$49,825.00**). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit its invoices to the City pursuant to the billing schedule set forth in Exhibit A. Invoices shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Christina Finley
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before **October 13, 2023**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

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

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

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

Article 16. Assignment

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

Article 17. Third Party Rights

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

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

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

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City, the department head in charge of the project, the

City's human resources department, or the City or the Bloomington and Monroe County 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.

Article 20. Compliance with Laws

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

Article 21. E-Verify

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

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

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Colleen Newbill
401 N. Morton St, Suite 220
Bloomington, IN 47404

Consultant:

IU Public Policy Institute
Attn: Tom Guevara
340 W Michigan Street.
Indianapolis, IN 46202

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

Article 23. Intent to be Bound

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

Article 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

IU PUBLIC POLICY INSTITUTE

Beth Cate, Corporation Counsel

Tom Guevara, Director

Cindy Kinnarney, RDC President

TRUSTEES OF INDIANA UNIVERSITY

By: _____
Title: _____

EXHIBIT A
“Scope of Work”

[See Attached]

EXHIBIT B
E-VERIFY AFFIDAVIT

The undersigned certifies under the penalty of perjury that the foregoing is true and correct:

1. The undersigned is the Director of Indiana University's Public Policy Institute.
2. The organization named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
3. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Exhibit B-1.
4. 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).

Tom Guevara, Director
IU Public Policy Institute

23-65
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER TO PROJECT AGREEMENT WITH MILESTONE CONTRACTORS, LP FOR HOPEWELL PHASE 1 EAST

WHEREAS, in Resolution 18-10, the Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site (“Hopewell”), including Phase I East redevelopment (“Project”); and

WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP (“Milestone”), which Agreement is attached as Exhibit A to this Resolution; and

WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements (“Construction Services”) for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90) subject to the approval of the Board of Public Works; and

WHEREAS, on May 23, 2023, the Board of Public Works approved the Agreement and Milestone Contractors, LP (“Milestone”) was awarded a construction services contract for infrastructure improvements in the amount of \$13,373,284.90; and

WHEREAS, a need has arisen for additional work not negotiated at the time the Agreement was awarded, more specifically this additional work is to remove trees on the Centerstone property and the Saint John Associates property, which were anticipated to be removed prior to bid but were not removed due to property acquisition complexities; and

WHEREAS, City Staff and Milestone believe that one (1) change order to the Agreement is necessary and appropriate (“Change Order 1”); and

WHEREAS, a copy of the proposed Change Order #1 (\$10,053.38) materials for the removal of trees on the Centerstone property and the Saint John Associates property is attached to the Resolution as Exhibit B; and

WHEREAS, the proposed Change Order #1 would modify the existing Agreement with Milestone from \$13,373,284.90 to \$13,838,338.28; and

WHEREAS, the estimated full cost of the Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”) as represented on the Project Review & Approval Form will not increase, but rather project phases 7e and 9d will be modified to reflect the expenditures of those project phases, which includes the amount of the Change Order #1; and

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

WHEREAS, the Board of Public Works approved Change Order #1 on August 15, 2023.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
2. The RDC amends the funding approval it made in Resolution 23-42. The funding approval made in Resolution 23-42 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) shall be replaced by an approval for an amount not to exceed Thirteen Million Eight Hundred Thirty-Eight Three Hundred Thirty-Eight Dollars and Twenty-Eight Cents (\$13,838,338.28) to pay for the removal of trees on the Centerstone property and Saint John Associates property. The expiration date of that funding shall remain December 31, 2025, and Resolution 23-42 shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

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 31st, 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"



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
086		PIPE, STORM SEWER, 18 IN., HDPE	0	LFT		
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

BID:	\$12,967,284.90
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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
TOTAL ALTERNATE #1:						\$350,000.00
ALTERNATE #2 - SECTION 32 3300 - SITE FURNISHINGS						
A2-1	PAVILION, INSTALLATION		1	LS	\$21,000.00	\$21,000.00
TOTAL ALTERNATE #2:						\$21,000.00
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
TOTAL ALTERNATE #3:						\$35,000.00

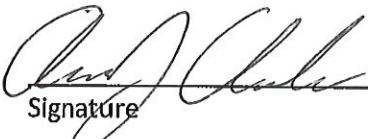
Bidder acknowledges that:

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.

	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.					
				Total	\$ 1,500.00

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.

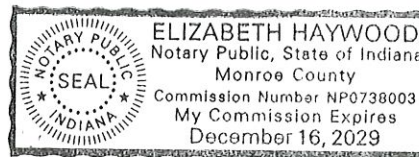
My Commission Expires: 12/16/2029


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.

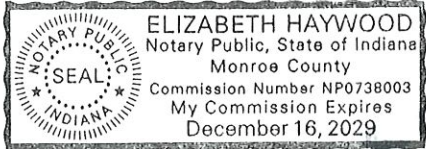
My Commission Expires: 12/16/29

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)

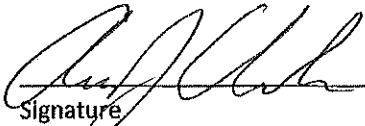
) SS:

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.

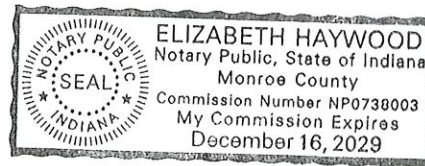
My Commission Expires: 12/16/29

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

My Commission #: 738003





Board of Public Works Staff Report

Project/Event: Approve Change Order #1, Hopewell Phase I East
Petitioner/Representative: Engineering Department
Staff Representative: Roy Aten, Senior Project Manager
Date: August 15th, 2023

Report: This project was awarded to Milestone Contractors on May 23rd, 2023. This change order will remove additional trees on both the Centerstone property and Saint John Associates property. This change order in the amount of \$10,053.38 will be added to the existing contract amount of \$13,373,284.90 for a final contract amount of \$13,383,338.28. Funding for this change order is pending approval at the August 21st RDC meeting.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Approve Construction Contract	Approved	May 23 rd , 2023
Change Order #1	Pending	August 15 th , 2023

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors

Contract Amount: \$13,383,338.28

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No This change order will alter the Board of Public Works contract approved on May 23rd, 2023. It is being executed in compliance with the contract documents.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Contract approved at the May 23rd, 2023 meeting of the Board of Public Works.

Award \$13,373,284.90
 CO #1 +\$10,053.38
 Final \$13,383,338.28

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description Construction of infrastructure for Hopewell Phase I East Site.

Prime Contractor Milestone Contractors, L.P
3301 S. 460 E.
Lafayette, IN

Change Order 1

Status Pending

Date Created 08/04/2023

Type Scope Changes

Summary Tree Removal

Change Order Description A portion of the required trees to be removed prior to bid were not able to be removed due to property acquisition. This change order will be for the removal of trees on the Centerstone property and the Saint John Associates property. No change in contract time is being considered with this change order.

Awarded Project Amount \$13,373,284.90

Authorized Project Amount \$13,373,284.90

Change Order Amount \$10,053.38

Revised Project Amount \$13,383,338.28

Change Order Details:

Hopewell Phase I East Infrastructure

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0200	201-02240	LS	1.000	\$10,053.380	\$10,053.38
TREE REMOVAL					

Reason: Removal of trees on the Centerstone and Saint John Associates properties.

1 item

Total: \$10,053.38

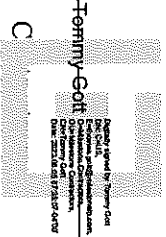
Attachments

Document	Name	Description	Submission Date
CO_MARKUP_FOR_TREE_REMOVAL.pdf	CO MARKUP FOR TREE REMOVAL.pdf	Milestone Pricing Sheet	08/04/2023 04:58 PM EDT
1 attachment			

Change Order Details:

topowell Phase 1 East Infrastructure

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



Engineer

Board of Public Works

Title

Title

Title

Date

Date

Date



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

PCO Pricing Sheet

Date: July 31, 2023

www.milestonelp.com

Pages: 4

To: City of Bloomington
 Attn: Cecil Penland

Project: Hopewell East Phase 1

Description: Tree Clearing

Est. No.

Ref: Tree Clearing
 Qty: 1 LS

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal \$ -

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal \$ -

Subcontractors:

Total Subcontractor cost from Attached Sheets:

Subcontractor Subtotal \$ 9,500.00

Subtotal \$ 9,500.00

Bond (.75% rate) 10% \$ 78.38

Labor Markup 10% \$ -

Equipment Markup 10% \$ -

Material Markup 10% \$ -

Subcontractor Markup 5% \$ 475.00

Total \$ 10,053.38

Per LS

Unit Price \$ 10,053.38

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.
 PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed: Tommy Gott

Date: July 31, 2023

Terms: Upon Receipt

Submitted By: Tommy Gott

Approved By:

Date

Printed:

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.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd 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 2nd 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:	\$35,450,991.03
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	Consulting	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$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.	Phase 1 East	\$17,120,920.20	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023

	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$127,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. \$200,000 \$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$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	
13	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
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held

23-XX Amendment to Phase I East Construction

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-66
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, in Resolution 22-76, the Redevelopment Commission approved a Funding Agreement with the Tandem Community Birth Center and Postpartum House to rebuild both the front and rear entrances bringing them up to code and more accessible at 2613 E 3rd St.; and

WHEREAS, the project was due to be completed by December 30, 2023, and funded in the amount of \$10,000 in accordance with the Funding Agreement; and

WHEREAS, complications have arisen as a result of having trouble finding contractors to complete the work and comply with HUD regulations, and a drastic increase in cost which have necessitated an extension of the December 30, 2023 deadline and increase of the \$10,000 funding amount.

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves the Amendment to the Agreement attached hereto as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**FIRST AMENDMENT TO PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This *First Amendment to Physical Improvement Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and Tandem Community Birth Center and Postpartum House, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2613 E. 3rd Street, Bloomington, Indiana 47401 (“Subrecipient”) on this ____ day of _____, 2023.

WHEREAS, the Grantee and Subrecipient entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Tandem Community Birth Center and Postpartum House, Inc. and Housing and Neighborhood Development Department City of Bloomington* (“Agreement”) on or about November 12, 2022;

WHEREAS, Subrecipient was awarded \$10,000 under the Agreement to rebuild both the front and rear entrances bringing them up to code and more accessible on or before December 30, 2023;

WHEREAS, Complications have arisen as a result of having trouble finding contractors to complete the work and comply with HUD regulations, and a drastic increase in cost which have necessitated an extension of the December 30, 2023, deadline and an increase in funding in the Agreement;

WHEREAS, Grantee and Subrecipient mutually agree to extend the deadline in the Agreement to June 30, 2024, and increase the funding amount to \$40,000; and

WHEREAS, an extension of the deadline and increase in funding in the Agreement is necessary and in the public interest.

NOW, THEREFORE, Grantee and Subrecipient agree to amend the Agreement, as follows:

1. Article I. A. 2. e. shall be amended as follows:
Delete “December 30, 2023” in its entirety and replace with “June 30, 2024”.
2. Article III. shall be amended as follows:
Delete “Ten Thousand Dollars (\$10,000)” in its entirety and replace with “Forty Thousand Dollars (\$40,000)”.

In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

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

Cindy Kinnarney, President
Redevelopment Commission

Date

Deborah Myerson, Secretary
Redevelopment Commission

Date

John Zody, Director
Housing and Neighborhood Development

Date

Julie Duhon, Executive Director
Tandem Community Birth Center and Postpartum
House

Date

Hadassah Katz, President Board of Directors
Tandem Community Birth Center and Postpartum
House

Date

23-67
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, in Resolution 21-77, the Redevelopment Commission approved a Funding Agreement with the Middle Way House to install additional security cameras and monitoring equipment at The Rise 401 S Washington St.; and

WHEREAS, the project was due to be completed by December 30, 2022 in accordance with the Funding Agreement; and

WHEREAS, complications have arisen as a result of having employee turnover in multiple positions which have necessitated an extension of the December 30, 2022; deadline.

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves the Amendment to the Agreement attached hereto as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**FIRST AMENDMENT TO PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This *First Amendment to Physical Improvement Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and Middle Way House, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S. Washington Street, Bloomington, Indiana 47401 (“Subrecipient”) on this ____ day of _____, 2023.

WHEREAS, the Grantee and Subrecipient entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Middle Way House, Inc. and Housing and Neighborhood Development Department City of Bloomington* (“Agreement”) on or about November 5, 2021;

WHEREAS, Subrecipient was awarded \$12,000 under the Agreement to install additional security cameras and monitoring equipment on or before December 30, 2022;

WHEREAS, complications have arisen as a result of having employee turnover in multiple positions which have necessitated an extension of the December 30, 2022, deadline in the Agreement;

WHEREAS, Grantee and Subrecipient mutually agree to extend the deadline in the Agreement to December 30, 2023; and

WHEREAS, an extension of the deadline in funding in the Agreement is necessary and in the public interest.

NOW, THEREFORE, Grantee and Subrecipient agree to amend the Agreement, as follows:

1. Article I. A. 2. e. shall be amended as follows:
Delete “December 30, 2022” in its entirety and replace with “December 30, 2023”.

In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

[Signatures on following page.]

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

Cindy Kinnarney, President
Redevelopment Commission

Date

Deborah Myerson, Secretary
Redevelopment Commission

Date

John Zody, Director
Housing and Neighborhood Development

Date

Carrie Stillions, Executive Director
Middle Way House

Date

President Board of Directors
Middle Way House

Date