

AGENDA
REDEVELOPMENT COMMISSION
October 7, 2024 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, at anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

<https://bloomington.zoom.us/j/87648999335?pwd=0Enlw6nx7GMhCuYXKbUFF1wfeXES06.1>

I. ROLL CALL

II. READING OF THE MINUTES –September 16, 2024

III. EXAMINATION OF CLAIM REGISTERS –September 27, 2024 for \$342,259.48

IV. EXAMINATION OF PAYROLL REGISTERS September 20, 2024 for \$41,063.88

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 24-67:** Approval of Agreement for Public Art in Hopewell East
- B. **Resolution 24-68:** Approval of Property Agreement with Dimension Mill, Inc. for Trades District Tech Center (a.k.a. The Forge)
- C. **Resolution 24-69:** Approval of Change Order Package #4 for Hopewell Phase 1 East
- D. **Resolution 24-70:** Approval of Additional Funding for Site Furnishings at Hopewell
- E. **Resolution 24-71:** Addendum to Agreement with Vet Environmental Engineering for Environmental Services at Hopewell West
- F. **Resolution 24-72:** Approval of Community Development Block Grant Funding for Physical Improvements to 221 N. Rogers Street

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, September 16, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=13807>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Randy Cassady, Laurie McRobbie, Sue Sgambelluri, and Sam Fleener (MCCSC Representative - via Zoom)

Commissioners Absent: None

City Staff Present: Anna Killion-Hanson, Director, HAND; Christina Finley, Assistant Director, HAND; Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Todd Stern, U3 Advisors; Ryan Alperstein, U3 Advisors; Phil Stafford; Sam Dove

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the September 3, 2024 minutes. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – John West moved to approve the claim register for September 13, 2024, for \$468,700. Sue Sgambelluri seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for September 6, 2024, for \$41,088.86. John West seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Killion-Hanson suggested amending the agenda to include the election of officers now that the commission is fully staffed. The commissioners agreed to add the election of officers to the end of the agenda.

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

C. Treasurer's Report: Jessica McClellan was available to answer questions.

D. Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Mary Krupinski was available to answer questions.

VI. NEW BUSINESS

A. Resolution 24-65: Approval of Notice of Offering for Hopewell South (Blocks 9 and 10). The public offering was included in the commission packet. Todd Stern, Ryan Alperston, and City staff answered questions from the commissioners.

Deborah Myerson asked for public comment. Phil Stafford commented that he wondered if there will be an RFP for block 8. He also asked about the LEED status on the south parcel.

Laurie McRobbie moved to approve Resolution 24-65. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 24-66: Approval to Vacate Covenants, Conditions, and Restrictions for the Trades District.** Larry Allen stated that staff developed these covenants, conditions and restrictions with the Tasus Corporation, which were approved by the RDC in Resolution 18-71. Tasus withdrew from the project, and staff have continued to market development within the Trades District. After the declaration was approved, the City updated the Unified Development Ordinance to be more in line with the vision of the Trades District and a comprehensive downtown. Additionally, staff have come to an agreement with City of Bloomington Utilities for how the stormwater infrastructure will be maintained in the Trades District. Staff believe it is in the best interest of future development of the Trades District, to vacate the existing declaration.

City staff answered questions from the commissioners.

Deborah Myerson asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-66. Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. Resolution 24-67: Approval of Agreement for Public Art in Hopewell East.**
Resolution 24-67 was withdrawn from the agenda by staff and will be added to the next RDC meeting agenda.

- D. Election of Officers:** John West nominated Deborah Myerson to serve as president. Randy Cassady seconded. The nomination was unanimously approved.

Randy Cassady nominated Sue Sgambelluri to serve as vice president. John West seconded. The nomination was unanimously approved.

Deborah Myerson nominated John West to serve as secretary. Randy Cassady seconded. The nomination was unanimously approved.

E. BUSINESS/GENERAL DISCUSSION

- XI. ADJOURNMENT** – John West moved to adjourn. Randy Cassady seconded. The meeting adjourned at 6:25 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St 240
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 09-27-2024 (\$342,259.48)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 09-14-2024 to 09-27-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 09-14-2024 to 09-27-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006632509B	15-Public Notices for Historic Pres. and Con Plan.	Paid by EFT # 61406		09/17/2024	09/17/2024	09/27/2024		09/27/2024	53.50
Account 53320 - Advertising Totals									Invoice Transactions 1	\$53.50
Program 150500 - Housing Totals									Invoice Transactions 1	\$53.50
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	383379190001	15- message log books	Paid by EFT # 61488		09/17/2024	09/17/2024	09/27/2024		09/27/2024	8.68
6530 - Office Depot, INC	383379194001	15-Paper Clips, Sign here Flags	Paid by EFT # 61488		09/17/2024	09/17/2024	09/27/2024		09/27/2024	22.99
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$31.67
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3662	15-September 2024 Luncheon - Hewett	Paid by Check # 79092		09/17/2024	09/17/2024	09/27/2024		09/27/2024	30.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$30.00
Program 151600 - Title 16 Totals									Invoice Transactions 3	\$61.67
Program 152000 - Historic Preservation										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006632509B	15-Public Notices for Historic Pres. and Con Plan.	Paid by EFT # 61406		09/17/2024	09/17/2024	09/27/2024		09/27/2024	122.50
Account 53320 - Advertising Totals									Invoice Transactions 1	\$122.50
Account 53960 - Grants										
9373 - Erin R Carter	5	15-African American Walking Tour Brochure Research-9/10/24	Paid by EFT # 61368		09/17/2024	09/17/2024	09/27/2024		09/27/2024	675.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$675.00
Program 152000 - Historic Preservation Totals									Invoice Transactions 2	\$797.50
Department 15 - HAND Totals									Invoice Transactions 6	\$912.67
Fund 101 - General Fund (S0101) Totals									Invoice Transactions 6	\$912.67



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT -- Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
9320 - Affordable Waste Solution LLC (Affordable Septic)	9/10/24	15-remove raw sewage from under mobile home-1600 N Willis Lot 63	Paid by EFT # 61331		09/17/2024	09/17/2024	09/27/2024		09/27/2024	1,650.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$1,650.00
Account 53990 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1457	15-Social Media Marketing for the HAND Department - 8/31/24	Paid by EFT # 61415		09/17/2024	09/17/2024	09/27/2024		09/27/2024	580.00
8419 - Woodbridge Apartments of Bloomington III LLC	R101-Murray	15-Rent Deposit for 615 E. Woodbridge-M Murray	Paid by EFT # 61578		09/17/2024	09/17/2024	09/27/2024		09/27/2024	500.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$1,080.00
Program 150000 - Main Totals									Invoice Transactions 3	\$2,730.00
Department 15 - HAND Totals									Invoice Transactions 3	\$2,730.00
Fund 153 - LIT -- Economic Development Totals									Invoice Transactions 3	\$2,730.00
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	2160-91024-2	15-EHR-1600 N Willis Dr, Lot 255-Install GFI kitchen	Paid by EFT # 547		09/17/2024	09/17/2024	09/27/2024		09/27/2024	600.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$600.00
Program 150000 - Main Totals									Invoice Transactions 1	\$600.00
Department 15 - HAND Totals									Invoice Transactions 1	\$600.00
Fund 250 - CDBG Totals									Invoice Transactions 1	\$600.00
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000488	15-Lawn care for Evergreen Villiage lots 1 -2 - (August 2024)	Paid by EFT # 284		09/17/2024	09/17/2024	09/27/2024		09/27/2024	260.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
6900 - Northeast & Bucks Co (Mullin & Loneragan Assoc)	1291-04/02	15-Preparation-five-year Consolidated Plan 2025-2029-7/21/24	Paid by EFT # 285		09/17/2024	09/17/2024	09/27/2024		09/27/2024	673.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		<u>\$933.00</u>	
Program 150000 - Main Totals							Invoice Transactions 2		<u>\$933.00</u>	
Department 15 - HAND Totals							Invoice Transactions 2		<u>\$933.00</u>	
Fund 254 - HOME Totals							Invoice Transactions 2		<u>\$933.00</u>	
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	240814	15-Hopewell West-Jackson Street 04/27/24-05/24/24	Paid by EFT # 61384		09/17/2024	09/17/2024	09/27/2024		09/27/2024	24,153.10
19362 - CrossRoad Engineers, PC	241067	15-Hopewell West-Jackson Street 05/25/24-06/28/24	Paid by EFT # 61384		09/17/2024	09/17/2024	09/27/2024		09/27/2024	41,551.15
19362 - CrossRoad Engineers, PC	241284	15-Hopewell West-Jackson Street 06/29/24-07/26/24	Paid by EFT # 61384		09/17/2024	09/17/2024	09/27/2024		09/27/2024	97,771.20
19362 - CrossRoad Engineers, PC	241337	15-Hopewell West-Jackson Street 07/27/24-08/30/24	Paid by EFT # 61384		09/17/2024	09/17/2024	09/27/2024		09/27/2024	31,782.20
7808 - J.S. Held LLC	INV-01US-0195536	15-Project Management for Hopewell Site - August 2024	Paid by EFT # 61447		09/17/2024	09/17/2024	09/27/2024		09/27/2024	7,761.00
6330 - Marshall Security LLC	3508	15-Hopewell Security Patrol - 7/1-7/31/24	Paid by EFT # 61469		09/17/2024	09/17/2024	09/27/2024		09/27/2024	10,149.36
8809 - U3 Advisors, INC	4028-024-008	15-Project Management for development of Hopewell - August 2024	Paid by EFT # 61559		09/17/2024	09/17/2024	09/27/2024		09/27/2024	10,686.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 7		<u>\$223,854.01</u>	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 7		<u>\$223,854.01</u>	



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
7509 - Axis Architecture + Interiors, LLC	2022001-20	15-Addtl Services-Trades District Tech Ctr-10 of 12-8/28/24	Paid by EFT # 61343		09/17/2024	09/17/2024	09/27/2024		09/27/2024	6,789.82
3885 - Building Associates, INC	BLDAS-TECHCTR-10	04-Trades District Tech Center-App 10 (Inv #14968)	Paid by EFT # 61365		09/17/2024	09/17/2024	09/27/2024		09/27/2024	634.60
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-10	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 10	Paid by Check # 79079		09/17/2024	09/17/2024	09/27/2024		09/27/2024	28,571.46
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$35,995.88
Program 159002 - Downtown Area Totals							Invoice Transactions 3			\$35,995.88
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5641 - AZTEC Engineering Group, INC	171678	15-B-Line Extension Project, Adm 4 & 5 07/01/24-07/31/24	Paid by EFT # 61344		09/17/2024	09/17/2024	09/27/2024		09/27/2024	900.00
19362 - CrossRoad Engineers, PC	241344	07-B-Line Extension (CE) 07/27/24-08/30/24	Paid by EFT # 61384		09/17/2024	09/17/2024	09/27/2024		09/27/2024	37,490.11
5409 - VS Engineering, INC	462823	15-17th Street WEST Construction Inspection thru 07/31/24	Paid by EFT # 61568		09/17/2024	09/17/2024	09/27/2024		09/27/2024	762.68
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$39,152.79
Program 159006 - West 17th Street Area Totals							Invoice Transactions 3			\$39,152.79
Department 15 - HAND Totals							Invoice Transactions 13			\$299,002.68
Fund 439 - Consolidated TIF Totals							Invoice Transactions 13			\$299,002.68
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00749750	06-quarterly fire alarm/College Square - 9/01-11/30/24	Paid by EFT # 61457		09/17/2024	09/17/2024	09/27/2024		09/27/2024	150.00
7402 - Nature's Way, INC	66036	06-Monthly Interior Maintenance/College Square - 9/1/24	Paid by EFT # 61485		09/17/2024	09/17/2024	09/27/2024		09/27/2024	93.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-222046	06-Janitorial Service at College Square - 9/1/24	Paid by EFT # 61533		09/17/2024	09/17/2024	09/27/2024		09/27/2024	397.50



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	66126	04-Landscaping Services for Trades District 08/06/24-09/04/24	Paid by EFT # 61485		09/17/2024	09/17/2024	09/27/2024		09/27/2024	2,193.00
7402 - Nature's Way, INC	66127	Landscaping Services for Trades District 08/06/24 & 08/21/24	Paid by EFT # 61485		09/17/2024	09/17/2024	09/27/2024		09/27/2024	190.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000489	15-Lawn care for RDC Owned Property August 2024	Paid by EFT # 61364		09/17/2024	09/17/2024	09/27/2024		09/27/2024	2,875.00
7402 - Nature's Way, INC	66034	15-Monthly Interior Maint-Showers West Plaza-9/1/24	Paid by EFT # 61485		09/17/2024	09/17/2024	09/27/2024		09/27/2024	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-222661	15-Janitorial Services proved 5x per week-Showers West-9/1/24	Paid by EFT # 61533		09/17/2024	09/17/2024	09/27/2024		09/27/2024	1,648.00
208 - City Of Bloomington Utilities	14660-004 0824	04-College Sq-216 S. College-water/sewer bill-August 2024	Paid by Check # 79066		09/18/2024	09/18/2024	09/18/2024		09/18/2024	148.95
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2090924	04-College Sq-200 S. College-gas bill 08/03/24-09/04/24	Paid by Check # 79069		09/18/2024	09/18/2024	09/18/2024		09/18/2024	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0090924	04-College Sq-216 . College-gas bill 08/03/24-09/04/24	Paid by Check # 79069		09/18/2024	09/18/2024	09/18/2024		09/18/2024	98.53
208 - City Of Bloomington Utilities	4995-004 0824	15-627 N Morton Street-water/sewer bill August 2024	Paid by Check # 79066		09/18/2024	09/18/2024	09/18/2024		09/18/2024	61.39
223 - Duke Energy	9101205751660 924	15-627 N Morton-elec chgs 08/02/24-09/03/24	Paid by Check # 79068		09/18/2024	09/18/2024	09/18/2024		09/18/2024	224.86
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5090924	15-489 W. 10th St-Unit #1-gas bill 08/03/24-09/04/24	Paid by Check # 79069		09/18/2024	09/18/2024	09/18/2024		09/18/2024	50.76
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4090924	15-489 W. 10th St-Unit #2-gas bill 08/03/24-09/04/24	Paid by Check # 79069		09/18/2024	09/18/2024	09/18/2024		09/18/2024	48.77
208 - City Of Bloomington Utilities	35277-002 0824	15-Showers West -320 W. 8th St water/sewer - August 2024	Paid by Check # 79066		09/18/2024	09/18/2024	09/18/2024		09/18/2024	1,009.73



Board of Redevelopment Commission Claim Register

Invoice Date Range 09/14/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
364 - Rumpke Of Indiana, LLC	3700202044-0924	15-Service for Showers West Plaza - September 2024	Paid by EFT # 61320		09/18/2024	09/18/2024	09/18/2024		09/18/2024	123.81
223 - Duke Energy	9101205755460924	15-335 W. 11th-elec chgs 08/02/24-09/03/24	Edit		09/25/2024	09/25/2024	09/25/2024			11.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3091624	15-627 N Morton-gas bill 08/03/24-09/04/24	Edit		09/25/2024	09/25/2024	09/25/2024			21.23
Account 53990 - Other Services and Charges Totals							Invoice Transactions 19			\$9,641.13
Program 150000 - Main Totals							Invoice Transactions 19			\$9,641.13
Department 15 - HAND Totals							Invoice Transactions 19			\$9,641.13
Fund 444 - RDC Totals							Invoice Transactions 19			\$9,641.13
Fund 905 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
9321 - Avalon Community Land Trust	9/5/2024	15-Construction Funding-Avalon Land Trust-1500 W. 8th Street	Paid by EFT # 61341		09/17/2024	09/17/2024	09/27/2024		09/27/2024	27,000.00
7768 - Bloomington Cooperative Living Incorporated	Aug-24	15-Housing Dev Fund/410 W. Kirkwood Ave/August 2024 bookkeeping	Paid by EFT # 61357		09/17/2024	09/17/2024	09/27/2024		09/27/2024	1,440.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$28,440.00
Program 150500 - Housing Totals							Invoice Transactions 2			\$28,440.00
Department 15 - HAND Totals							Invoice Transactions 2			\$28,440.00
Fund 905 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions 2			\$28,440.00
Grand Totals							Invoice Transactions 46			\$342,259.48

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/27/24	Claims				\$342,259.48
					<u>\$342,259.48</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$342,259.48

Dated this 30th day of Sept year of 2024.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office Cheryl Hilland



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE
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controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: September 20, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 09/02/2024 to 09/15/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/20/24 - 09/20/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	09/20/2024	2,277.42		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	09/20/2024	1,705.69		.00	128.81	95.73	22.38	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.96	1,543.96	1,543.96	1,543.96	1,543.96		
		\$1,705.69	\$0.00	\$0.00	\$128.81	\$95.73	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.67
10000 Collins, Barry 0111	09/20/2024	1,225.00		.00	189.81	75.95	17.75	39.57	21.44	.00	880.48
			.00	.00	1,225.00	1,225.00	1,225.00	1,225.00	1,225.00		
		\$1,225.00	\$0.00	\$0.00	\$189.81	\$75.95	\$17.75	\$39.57	\$21.44	\$0.00	\$880.48
2771 Council, David R	09/20/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
3232 Davis, Rebecca D	09/20/2024	1,857.69		.00	174.17	111.13	25.99	56.74	35.75	106.35	1,347.56
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.13	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.56
10000 Finley, Christina L 0187	09/20/2024	3,403.84		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.34
			.00	.00	3,400.34	3,410.34	3,410.34	3,400.34	3,400.34		
		\$3,403.84	\$0.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.34
2393 Hayes, Chastina J	09/20/2024	1,899.70		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.25
			.00	.00	1,827.43	1,852.43	1,852.43	1,827.43	1,827.43		
		\$1,899.70	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.25
3496 Hershman, Felicia J	09/20/2024	1,730.77		.00	124.31	102.52	23.97	53.41	33.65	99.91	1,293.00
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.97	\$53.41	\$33.65	\$99.91	\$1,293.00
10000 Hewett, John H 0251	09/20/2024	2,311.87		.00	197.45	130.24	30.46	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.57	2,100.57	2,100.57	1,950.57	1,950.57		
		\$2,311.87	\$0.00	\$0.00	\$197.45	\$130.24	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.57	\$2,100.57	\$2,100.57	\$1,950.57	\$1,950.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/20/24 - 09/20/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	09/20/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	09/20/2024	4,507.15		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15	\$0.00	\$0.00	\$282.96	\$264.79	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	09/20/2024	1,896.31		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.51
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31	\$0.00	\$0.00	\$130.88	\$117.57	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.51
2557 Radewan, Tonda L	09/20/2024	1,672.01		.00	.00	94.56	22.11	48.03	30.26	146.70	1,330.35
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01	\$0.00	\$0.00	\$0.00	\$94.56	\$22.11	\$48.03	\$30.26	\$146.70	\$1,330.35
1378 Sandweiss, Noah S	09/20/2024	2,307.70		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.32
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.32
10000 Stong, Mary J 0471	09/20/2024	2,019.81		.00	180.01	113.48	26.54	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.48	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	09/20/2024	2,210.11		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.48
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.48
2477 Toothman, Cody B	09/20/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
2305 Van Rooy, Angela L	09/20/2024	2,082.99		.00	113.04	129.15	30.20	60.82	38.32	224.25	1,487.21
			.00	.00	1,882.99	2,082.99	2,082.99	1,882.99	1,882.99		
		\$2,082.99	\$0.00	\$0.00	\$113.04	\$129.15	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.21
			\$0.00	\$0.00	\$1,882.99	\$2,082.99	\$2,082.99	\$1,882.99	\$1,882.99		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/20/24 - 09/20/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	09/20/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
			\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
HAND - Housing & Neighborhood Dev		\$41,063.88		\$0.00	\$3,376.80	\$2,428.70	\$567.95	\$1,213.01	\$749.98	\$3,845.57	\$28,881.87
			\$0.00	\$0.00	\$37,861.53	\$39,172.53	\$39,172.53	\$37,861.53	\$37,861.53		
Grand Totals		\$41,063.88		\$0.00	\$3,376.80	\$2,428.70	\$567.95	\$1,213.01	\$749.98	\$3,845.57	\$28,881.87
			\$0.00	\$0.00	\$37,861.53	\$39,172.53	\$39,172.53	\$37,861.53	\$37,861.53		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/20/2024	Payroll				41,063.88
					<u>41,063.88</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 41,063.88

Dated this ____ day of _____ year of 20____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer_____

24-67
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR PUBLIC ART IN HOPEWELL EAST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”), including the Hopewell East (formerly Phase 1 East) redevelopment (“Hopewell East Project”); and
- WHEREAS, as part of the Hopewell East Project, the City is constructing a greenway park that will be operated by the Bloomington Parks & Recreation Department. The park is a capital project of the City; and
- WHEREAS, Bloomington has Percentage for the Arts program codified in B.M.C. § 2.12.021, which devotes at least 1% of the budget from the City’s capital projects to the expansion of public art; and
- WHEREAS, after evaluating public submissions for a public art installation in Hopewell East, staff have selected the proposal from Boonyama LLC, owned and operated by artist Jonathan Racek, to fabricate and install the custom-designed work called “Undulate” (“Services”); and
- WHEREAS, staff have negotiated an agreement with Boonyama to fully design, fabricate, and install the artwork in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC reaffirms that the Project has a valid public purpose and is an appropriate use of the Consolidated TIF.
3. The RDC hereby approves the Agreement with Boonyama LLC attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) to pay for the public art Services, pursuant to the terms of the Agreement.
4. Nothing in this Resolution shall remove the requirement to comply with the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT
AND
JONATHAN RACEK
FOR
PUBLIC ART IN HOPEWELL COMMONS**

This Agreement is made and entered into on this ____ day of October, 2024, by and between the City of Bloomington Economic and Sustainable Development Department (“City”) and Boonyama LLC, an Indiana limited liability corporation that is owned and operated by artist Jonathan Racek (“Artist”), (collectively “Parties”).

WITNESSETH:

WHEREAS, the City has established a Percentage for the Arts Program codified as B.M.C. § 2-12.021, which requires at least one percent of any city capital project budget to be used for the installation of public art in the community; and

WHEREAS, the City wishes to highlight the role of public art in the community and its Percentage for the Arts Ordinance by addition of a public art work in Hopewell Commons, which qualifies as a city capital project; and

WHEREAS, the City requires the services of a professional Artist in order to design, fabricate and install art in Hopewell Commons (the “Services” as further defined below); and

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

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein:

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

Article 1. Scope of Services

The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design, fabrication, and installation of the Artwork described in the Artist’s response to the City’s Request for Qualifications and attached and described in Exhibit A, “Proposal”, attached to and incorporated into this Agreement, at the location described in Exhibit B (“Site”). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

Article 2. Artist's Obligations

- 2.1 Artist 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 3.
- 2.2 Artist shall complete the Services required under this Agreement on or before July 1, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.
- 2.3 In the performance of Artist's work, Artist agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Holly Warren as the City's Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.
- 2.2 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposal shall be reviewed by the City or its designee, as necessary, for approval by the City to ensure compliance with these objectives.
- 2.3 The Artist shall prepare the Artwork design and corresponding budget as provided in Article 5 of this Agreement for the approved proposal.
- 2.4 Prior to submitting a Final Design, the Artist will gain an understanding of the Site's unique characteristics and coordinate with the City or its designee, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation.
- 2.5 Throughout the Project, the Artist shall provide the City or its designee sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and to obtain any necessary approvals.
- 2.6 The Artist shall complete the installation of the Artwork by July 1, 2025, and in accordance with the schedule as provided in Article 7 of this Agreement.
- 2.7 The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- 2.8 The Artist shall arrange the transportation and installation of the Artwork in consultation with the City or its designee. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. The Artist is responsible for the installation of the Artwork and for any repair or replacement of any of the site's components that are damaged

or negatively impacted as part of the installation.

- 2.9 The Artist shall provide the insurance specified in Article 21 and **Exhibit G**, attached hereto and made a part of this Agreement.
- 2.10 The Artist shall provide the City with a list of all subcontractors and a copy of the agreement between the Artist and each subcontractor.
- 2.11 The Artist shall provide a maintenance manual with a written description of all materials and products utilized in the Artwork and the required care and upkeep involved (“Maintenance Manual”), which shall be attached and incorporated into this Agreement as Attachment 3.
- 2.12 The Artist shall provide photographic documentation of the Artwork as requested by the City.
- 2.13 The Artist shall be available with reasonable advance notice for meetings, ceremonies, and any similar meetings or events, as necessary.
- 2.14 The Artist acknowledges that, except as otherwise provided herein, until final acceptance of the Artwork by the City under Article 10, any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs.

Article 3. Standard of Care

Artist shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Artist’s profession in the location and at the time of the rendering of the services. Artist shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Artist’s performance. Upon notice to Artist and by mutual agreement between the parties, Artist will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 4. City of Bloomington’s Obligations

- 4.1 The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 4.2 The City shall be responsible for providing the Artist, at no expense to the artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform.

- 4.3 The City shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist under Article 2.7, and shall explain any limitations imposed by such laws and/or regulations to the Artist.
- 4.4 The City shall be responsible for preparation of the Site in accordance with the specifications detailed in the Final Design in Article 8.4 of this Agreement. The Artist and the City will cooperate to determine reasonable costs for those items that the City will be responsible for in order to prepare the Site for the timely transportation and installation of the Artwork. The City shall be responsible for the completion of Site preparations by the scheduled installation start date as provided in Article 7 of this Agreement or shall notify the Artist in writing of any delays.
- 4.5 The City shall be responsible for the installation of a plaque on or near the Artwork containing a credit to the Artist.
- 4.6 The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

Article 5. Budget and Compensation

- 5.1 The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.2 Upon approval by the City, the budget shall be incorporated into and made a part of this Agreement by reference as part of Exhibit A-1.
- 5.3 The City shall pay Artist for all fees and expenses in an amount not to exceed a total of One Hundred Thousand Dollars (\$100,000.00) based on the fee payment schedule set forth in Exhibit C. The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.4 Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Artist shall submit an invoice to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require.
- 5.5 Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

Holly Warren

City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404
Holly.warren@bloomington.in.gov
Copy to: esd@bloomington.in.gov

- 5.6 Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.
- 5.7 Artist shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule

Artist shall submit a proposed schedule, which will be attached to this Agreement as Exhibit C, for the fabrication and installation of the Artwork, including a schedule for submission of progress reports and inspections, if any, to the City for approval. Artist shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Design

8.1 Concept/Schematic

- a. Within 30 days of the execution of this Agreement, the Artist shall submit to the City's Project Manager the proposed design (the "Schematic Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The Schematic Design will include a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the installation of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the City. The Schematic Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Schematic Design of the Artwork shall be incorporated into and made a part of this Agreement by reference as Attachment 1.

- b. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.
- c. The Schematic Design must include sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations.
- d. When the Artist submits the Schematic Design to the City or its designee for approval, the Artist shall also submit a detailed budget for approval for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Article 5 of this Agreement. Additionally, the Artist shall submit selected fabricator for review and approval by the City.

8.2 Approval

- a. Within 15 days after the Artist submits the Schematic Design, the City will review the submitted Schematic Design. The City or its designee shall notify the Artist whether it approves or disapproves of the Schematic Design. The City shall have discretion to approve outright, approve with conditions, or disapprove the Schematic Design.
- b. The City or its designee shall notify the Artist of any revisions to the Schematic Design determined by the City to be necessary for the Artwork to comply with applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Schematic Design.

8.3 Redesign

- a. If the City disapproves of the Schematic Design, the City or its designee will notify the Artist in writing of the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 10 days after City staff has notified the Artist of its disapproval, addressing the identified reasons. This process shall continue until the City approves the Revised Design. The Artist will not be paid additional fees for the Revised Design(s).
- b. The Revised Design will reflect changes made to address the stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The City or its designee shall notify the Artist in writing whether the City approves or disapproves of the Revised Design within 10 days after the Artist submits the Revised Design.
- c. If the Artist refuses to revise the Schematic Design pursuant to Article 8.3(a), or if the Artist fails to adequately revise the Schematic Design in the judgment of the City, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the City submits its written disapproval of the Revised Design to the Artist. The City shall submit to the Artist a written termination notice with the disapproval. The

termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Schematic Designs, Revised Designs and renderings thereof submitted hereunder.

8.4 Final Design/Construction Documents and Engineering Review

- a. The Artist shall prepare structural drawings for the approved Schematic Design (“Final Design”) detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, and shall identify any subcontractors needed to work on the project, including the work to be performed by the subcontractors.
- b. The Artist shall present such drawings to a qualified engineer, licensed by the State of Indiana and paid by the Artist, for certification that the Artwork will be of adequate structural integrity, and the Artist shall provide the City with such certification, signed and stamped by the licensed engineer. If deemed necessary to the evaluation of the Artwork’s structural integrity, the City shall grant site access to the Artist’s qualified engineer prior to certification.
- c. The Artist shall provide a detailed narrative description of the artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Final Design shall be incorporated into and made a part of this Agreement by reference as Attachment 2.

Article 9. Installation

- 9.1 Upon the City’s final approval of the fabricated Artwork as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the agreed-upon schedule as detailed in Article 7 and Exhibit C of this Agreement.
- 9.2 The Artist will coordinate closely with the City or its designee to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the City or its designee of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- 9.3 The Artist is responsible for timely installation of the Artwork. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the City.
- 9.4 The Artist will inform the City of the intent to enter into subcontracts for any part of the installation of the Artwork.
- 9.5 The Artist and any assistants or installation subcontractors shall, at the discretion of the City, participate in safety training classes for the purpose of accessing construction zones or City

property.

- 9.6 The Artist shall supervise the installation of the Artwork.
- 9.7 Upon installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork (“Maintenance Manual”), along with product data sheets for any material or finish used.
- 9.8 Upon written acceptance of the installation by the City in accordance with the provisions of Article 10 herein, the Artwork shall be deemed to be in the custody of the City for purposes of Article 2.14 and Article 10 of this Agreement.
- 9.9 The City is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

Article 10. Approval and Acceptance

- 10.1 The Artist shall notify the City in writing when all services have been completed in substantial conformity with the requirements of this Agreement and that the Artwork is ready for approval and acceptance.
- 10.2 The City shall, within 10 days after the Artist submits written notice pursuant to Article 10.1, notify the Artist of its final acceptance of the Artwork. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the City confirms that all services as required of the Artist have been completed.
- 10.3 If the City disputes that all the services have been performed, the City or its designee shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to Article 10.1 above. The Artist shall promptly perform those services indicated by the City.
- 10.4 If the Artist disputes the City’s determination that not all services have been performed, the Artist shall submit reasons in writing to the City or its designee within 10 days of the City’s notification. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.
- 10.5 Upon the resolution of any disputes that arise under this Article 10, the City or its designee shall notify the Artist of its final acceptance of the Artwork.
- 10.6 After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The City or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 11. Artist's Representations and Warranties

11.1 Warranties of Title

11.1.1 The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist.
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- e. The Artwork is free and clear of any liens from any source whatsoever.
- f. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence.

11.1.2 These representations and warranties shall survive the termination or expiration of this Agreement.

11.2 Warranties of Quality and Condition

The Artist represents and warrants that:

- 11.2.1 All work will be performed in accordance with professional standards consistent with the profession in the location and at the time of the rendering of the services and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the City under Article 10.
- 11.2.2 The Artwork and the materials used are not currently known to be harmful to public health and safety.
- 11.2.3 Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Article 9.7.
- 11.2.4 If within two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional

conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

11.2.5 If within two years after Final Acceptance, the City observes a breach of warranty described in this Article 11.2 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Article 11.2 of this Agreement.

11.2.6 If after two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that may be curable by the Artist, the City, at its discretion, has the option to either:

- a. Contact the Artist to make or supervise repairs or restorations at a reasonable fee; or
- b. Seek the services of a qualified restorative conservator and maintenance expert.

11.3 Acceptable Standard of Display

11.3.1 The Artist represents and warrants that:

- a. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
- b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
- c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- d. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

11.3.2 The warranties in Article 11.3.1 are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

11.4 Maintenance

11.4.1 In accordance with Article 2.11, the Artist shall provide the City with a detailed

Maintenance Manual with a description of all materials and products utilized in the Artwork and instructions for the required care and upkeep necessary to maintain the Artwork. The City recognizes that maintenance will be a regular part of the upkeep on the Artwork, and the City will be solely obliged to maintain the Artwork after Final Acceptance, as defined and outlined in Article 10. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Artwork will be made. To the extent practical and if the Artist has maintained current address and contact information with the City, the City shall give the Artist an opportunity to consult on repairs or restorations in addition to those described in the Maintenance Manual during the ten (10) years following Final Acceptance of the Artwork.

Article 12. 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 Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the City, as set forth in Article 16 herein.

Article 13. Identity of the Artist

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

Article 14. Opinions of Probable Cost

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

Article 15. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Artist pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Artist will be at the City's sole risk and without liability or legal exposure to Artist. The City shall indemnify, defend, and hold harmless the Artist against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 16. Ownership of Documents and Intellectual Property

- 16.1 All documents, drawings and specifications, including digital format files, prepared by Artist and furnished to the City as part of the Services shall become the property of the City for possible exhibition. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Artist.
- 16.2 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two-or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- 16.3 The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication].
- 16.4 The City is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

Article 17. Artist's Rights and Alteration or Removal of Artwork

- 17.1 The Artist retains all rights under state and federal laws, including Section 106A of the Copyright Act of 1976 (17 U.S.C. § 106A).
- 17.2 The City agrees that it will not intentionally alter, modify, change, destroy, damage, remove, or relocate the Artwork without first notifying the Artist. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- 17.3 If any alteration or damage to the Artwork occurs, or the Artwork is removed or relocated, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the

City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the written request. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

- 17.4 Article 17 is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Article 18. Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 19. Independent Contractor Status

During the entire term of this Agreement, Artist shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Artist 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 20. Indemnification

Artist shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Artist or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 21. Insurance

During the performance of any and all Services under this Agreement, Artist 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 as required by Indiana law.
- 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.

Artist shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement, which shall be attached to this Agreement as Exhibit G. Approval of the insurance by the City shall not relieve or decrease the extent to which Artist may be held responsible for payment of damages resulting from Artist's provision of the Services or its operations under this Agreement. If Artist 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 22. Conflict of Interest

Artist 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. Artist agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 23. 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 24. 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 25. Assignment

Neither the City nor the Artist 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 26. Third Party Rights

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

Article 27. 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 28. Non-Discrimination

Artist shall comply with City of Bloomington Ordinance 2.23.100, et seq., and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

Article 29. Compliance with Laws

In performing the Services under this Agreement, Artist 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, Artist 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 30. E-Verify

Artist 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). Artist shall sign an affidavit, attached as Exhibit E, affirming that Artist 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.

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

Artist shall require any subcontractors performing work under this contract to certify to the Artist 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. Artist shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 31. Steel or Foundry Products

- 31.1 To comply with Indiana Code Chapter 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 the City feel that the cost of domestic steel or foundry products is unreasonable; the City will notify the Artist in writing of this fact.
- 31.2 Domestic Steel Products are defined in Ind. Code § 5-16-8-1 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.”
- 31.3 Domestic Foundry Products are defined as “Products cast from ferrous and nonferrous metals by foundries in the United States.”
- 31.4 The United States is defined to include all territory subject to the jurisdiction of the United States.
- 31.5 The City may not authorize or make any payment to the Artist unless the City is satisfied that the Artist has fully complied with this provision.

Article 32. Notices

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

City:

Holly Warren
Economic and Sustainable Development
City of Bloomington
401 N Morton Street, Suite 150
Bloomington, IN 47403

Artist

Boonyama LLC
ATTN: Jonathan Racek
1303 S. Rechter Place
Bloomington, IN 47401

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

Article 33. Intent to be Bound

The City and Artist 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 34. Integration and Modification

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

Article 35. Non-Collusion

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Artist shall sign an affidavit, attached hereto as Exhibit F, affirming that Artist has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated by reference as though fully set forth.

[Signature page follows.]

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.

BOONYAMA LLC

Jonathan Racek, President

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

**CITY OF BLOOMINGTON ECONOMIC AND
SUSTAINABLE DEVELOPMENT DEPARTMENT**

Jane Kupersmith, Director

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

EXHIBIT A
Proposal

[See Attached]

Application: 0000000004

Jonathan Racek - jonracek@indiana.edu
Request for Artist Proposals: Hopewell Art Installation

Summary

ID: 0000000004

Status: Your application was submitted for review.

Last submitted: Jun 19 2024 07:56 PM (UTC)

Request for Artist Proposals: Hopewell Art Installation Application

Completed - Jun 19 2024

Request for Artist Proposals: Hopewell Art Installation Application

Name

Jon Racek

Address

1303 S. Rechter Place
Bloomington, IN 47401

Email Address

jonracek@iu.edu

Phone Number

6179215445

Please submit up to 10 renderings of the proposed installation.

[Location.png](#)

Filename: Location.png **Size:** 3.6 MB

[Image2.png](#)

Filename: Image2.png **Size:** 3.8 MB

[Image3.png](#)

Filename: Image3.png **Size:** 2.4 MB

[Image3_000.png](#)

Filename: Image3_000.png **Size:** 4.1 MB

[Image4.png](#)

Filename: Image4.png **Size:** 4.5 MB

[Image5.png](#)

Filename: Image5.png **Size:** 4.9 MB

[Image8.png](#)

Filename: Image8.png **Size:** 3.0 MB

[Image12_000.png](#)

Filename: Image12_000.png **Size:** 4.3 MB

[Image13.png](#)

Filename: Image13.png **Size:** 4.4 MB

[Image11.png](#)

Filename: Image11.png **Size:** 4.4 MB

Please provide a written description of the installation, including materials, dimensions, and location.

Public Art Installation Proposal: Undulate

Description:

Undulate is a large-scale, eye-catching public art sculpture that winds through the new Wetland Garden of the Hopewell Neighborhood. Inspired by the smooth, wavy movements of waves, this artwork is meant to grab attention and get people excited as they explore the park. Instead of a singular piece of artwork, Undulate is a landscape incorporating forms that serve as benches, playground equipment, Instagram settings as well as more sculptural forms.

Materials:

Constructed from custom yellow large-diameter ductwork, the piece utilizes a familiar industrial material in an unexpected way, transforming it into an artistic element that stands out and complements the park's aesthetic. The ductwork would be filled with concrete at certain locations to stabilize and anchor the forms to the ground.

Dimensions:

- Total Length: 170 feet
- Diameter: 2-4 feet (ductwork)
- Height: Varies, with peaks reaching up to 20 feet above the ground and valleys dipping close to the surface.

Details:

1. Structure and Form:

- The ductwork is shaped into a sinuous form that undulates across the park's terrain.
- It is securely anchored at multiple points, creating loops and arcs that appear to weave in and out of the landscape.
- The yellow ductwork is coated with a weather-resistant finish to maintain its vibrant color and ensure long-term durability.

2. Lighting:

- Embedded LED lighting within the ductwork enhances the sculpture's effect, causing it to glow softly from within as dusk falls.
- The lighting could vary in intensity and color, simulating the natural undulation of waves through the landscape.

3. Interactivity:

- The form of the ductwork invites park-goers to interact with. The forms can be sat on, leaped from one to another, walked underneath and climbed on.
- The sculpture's approachable design encourages physical interaction, allowing visitors, especially children, to touch and explore its form.

- The forms encourage settings for social media.

4. Landscape Integration:

- The sculpture's undulating path harmonizes with the park's layout, integrating natural and planted elements around its base for a seamless fit.
- Undulate acts as a visual focal point, enhancing the park's appeal and offering a unique attraction for both relaxation and interaction.

Undulate embodies movement and fluidity, transforming the park's landscape into a vibrant and engaging artistic experience. By blending industrial materials with organic form, this installation adds aesthetic and interactive value to the park, creating a memorable addition to the Hopewell Commons.

Please provide a design concept overview, including a discussion of how the design reflects the Hopewell Commons site and will engage Commons visitors.

Undulate is a public art installation designed to enhance the Wetland Garden at the Hopewell Neighborhood. This large-scale sculpture reflects the fluid, wave-like motion found in nature, seamlessly blending with the water element of the site's natural landscape. Using bright yellow, large-diameter ductwork, the design transforms industrial materials into captivating, interactive forms that engage visitors. Undulate weaves through the garden, creating a series of dynamic loops and arcs that rise and fall across the terrain.

The sculpture not only provides visual appeal but also serves practical purposes, incorporating seating, playground elements, and Instagram-worthy settings. Its embedded LED lighting adds a soft, glowing effect at dusk, enhancing the overall experience. Visitors can touch, climb, and explore the structure, making it an inviting focal point for both relaxation and play. Instead of a singular sculpture that forces viewers to passively look at it, this engaging and versatile installation enriches the park's environment, offering a memorable attraction for all who visit Hopewell's public spaces.

Please upload a detailed budget, totaling no more than \$100,000.

[Racek - Hopewell Public Art Proposal.pdf](#)

Filename: Racek - Hopewell Public Art Proposal.pdf **Size:** 29.1 kB

Please provide a tentative installation timeline.

Tentative Installation Timeline for "Undulate"

July - August 2024:

- Finalize Design:
- Duration: 8 weeks
- Details: Collaborates with the City of Bloomington to finalize the design details

September 2024:

- Begin Installation:
- Duration: Ongoing throughout September

October 2024:

- Fabrication of Ductwork:
- Duration: 5 weeks (October 1 - November 4)
- Details:
- Week 1-5: Fabrication of the custom and prefabricated ductwork components.

November 2024:

- Powder Coating:
 - Duration: 3 weeks (November 5 - November 25)
 - Details:
 - Week 6-8: Application of the weather-resistant yellow powder coating to the ductwork.
-
- Concrete Pads Poured:
 - Duration: 2 weeks (November 1 - November 14)
 - Details:
 - Week 6-7: Pouring and setting concrete pads to anchor the sculpture securely in the park.

December 2024:

- Lighting Installation:
- Duration: 2 weeks (December 2 - December 15)

- Details:

- Week 10-11: Installation of embedded LED lighting within the ductwork.

December 2024 - January 2025:

- Final Adjustments and Inspection:

- Duration: 2 weeks (December 16 - December 31)

- Details:

- Week 12: Conduct final inspections and make any necessary adjustments to the installation.

- Project Completion:

- Date: January 2025 (or postpone until spring)

- Details: "Undulate" is fully installed, inspected, and ready for public interaction and enjoyment.

Summary of Timeline:

- July - August 2024: Finalize Design (8 weeks)

- September 2024: Begin Installation

- October - November 2024: Ductwork Fabrication (5 weeks)

- November 2024: Powder Coating (3 weeks) and Concrete Pads Poured (2 weeks)

- December 2024: Lighting Installation (2 weeks)

- December 2024 - January 2025: Final Adjustments and Inspection (2 weeks)

- January 2025: Project Completion

Please provide a general maintenance plan for the installation.

General Maintenance Plan for "Undulate"

To ensure the longevity and visual appeal of "Undulate," a regular maintenance schedule and set of procedures are essential. This plan outlines the necessary steps to maintain the sculpture, including inspections, cleaning, repairs, and lighting checks.

1. Routine Inspections

Frequency: Every three months

Tasks:

- Structural Check: Inspect all structural components for signs of damage or wear. Ensure that the ductwork and anchors remain securely attached.
- Coating Inspection: Look for chips, cracks, or fading in the powder coating. Address any issues promptly to prevent further deterioration.
- Lighting Inspection: Observe that lights are functioning correctly. Replace any LED systems as needed.

2. Cleaning

Frequency: As needed

Tasks:

- Graffiti Removal: Promptly remove any graffiti using a non-abrasive cleaner suitable for the powder-coated surface. Consider applying an anti-graffiti coating if problems persist.

EXHIBIT A-1
Budget

Item	Cost
Ductwork <ul style="list-style-type: none"> • Fabrication of mounting plates, mounting brackets, end caps, for tubes, and custom and prefabbed ductwork. • Powder coating of ductwork. • Fabrication and installation by subcontractor selected by Artist 	\$54,000
Concrete <ul style="list-style-type: none"> • Excavate and install concrete footers • Remove and redistribute soils • Once the artwork is set, Artist will install approximately 4 inches of flowable-fill concrete to cover the anchor plates. • Trench and install electrical conduit and wiring to supply the lights (provided by others) • Make all electrical connections. • Backfill all areas. 	\$20,000
LED Lights	\$6,000
Artist Fee (10%)	\$10,000
Contingency	\$10,000
Total	\$100,000

Payment Schedule:

Renderings submitted: 30% paid
 Fabrication complete: 40% paid
 Installation, including led lights complete: 20% paid
 Final inspection, submission of final maintenance plan: 10% paid

EXHIBIT B
Hopewell Commons Site



EXHIBIT C

Project Schedule

Summary

- Within 30 days of execution of the contract: Schematic design submitted to the City for review
- December 1, 2024: Final design submitted to the City
- April 1, 2025: Fabrication complete
- June 1, 2025: Installation begins with LED lighting
- June 25, 2025: Final inspection and submitted of final maintenance plan

EXHIBIT D
Principal Personnel

- Jonathan Racek, Artist

EXHIBIT E

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

Boonyama LLC

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

Exhibit G
Proof of Insurance

[See Attached]

Attachment 1
Schematic Design

[See Attached]

Attachment 2
Final Design

[See Attached]

Attachment 3
Maintenance Manual

[See Attached]

Staff Report

To: Redevelopment Commission
CC: Larry Allen, RDC Attorney; Jane Kupersmith, Director,
Economic and Sustainable Development
From Holly Warren, Assistant Director for the Arts, ESD
Re: Recommendation of *Undulate* by local artist Jon Racek for
Hopewell Commons 1% for the Arts Commission

The Department of Economic and Sustainable Development recommends the installation of *Undulate* by local artist Jon Racek (Boonyama LLC) for the Hopewell 1% for the Arts commission. *Undulate* was chosen by a selection committee composed of members of the Bloomington Art Commission's Public Art Subcommittee and staff from the City's Engineering, Parks, and Economic and Sustainable Development departments. *Undulate* was one of four proposals submitted by finalists for the Hopewell 1% Request for Proposals. The public was invited to provide feedback on each of the four finalist proposals.

Undulate is a large-scale, eye-catching public art sculpture that will wind through the east and west sections of Hopewell Commons. Inspired by the smooth, wavy movements of waves, this artwork is meant to grab attention and get people excited as they explore the park. Instead of a singular piece of artwork, *Undulate* is a landscape incorporating forms that serve as benches, playground equipment, Instagram settings as well as more sculptural forms.

Undulate will be constructed from custom yellow large-diameter ductwork, transforming a familiar industrial material into an artistic element that stands out and complements the park's aesthetic. The ductwork would be filled with concrete at certain locations to stabilize and anchor the forms to the ground. Artist Jonathan Racek is working with a team of structural engineers and fabricators, as well as members of the City's Parks and Engineering departments to ensure the artwork's structural integrity.

The budget for this project is \$100,000, just over half of the approximately \$190,000 allocated for 1% for the Arts projects in the Hopewell development.

Installation of Hopewell is planned for Spring 2025.



[More images](#)

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: Jane Kupersmith, 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:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

Redevelopment Commission Resolution 24-67
Exhibit C

Consolidated TIF	\$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. 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 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
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	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01	June 2021 – Dec. 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
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
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	
	13a. Hopewell East “Undulate” by Jonathan Racek (Boonyama LLC)	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

2018

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
<u>2019</u>	
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
<u>2020</u>	
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
<u>2021</u>	
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
<u>2022</u>	
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
<u>2023</u>	
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 J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1 st Street Reconstruction for Hopewell
<u>2024</u>	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
24-51	Change Order Package #3 for Hopewell East
24-52	Amended READI Grant Agreement for Hopewell West
24-53	Amended Preliminary Design Agreement for Hopewell West
24-54	Relocation of Duke Power Lines in Hopewell East
24-55	Procurement and Installation of Park Cameras for Hopewell East
24-56	Agreement with Duke for 1 st Street Lighting
24-58	Second Amendment to Agreement with J.S. Held
24-59	Approval to Pay Water Meter Fee for Hopewell East
24-60	Amendment to Agreement with U3
24-62	Amendment to Agreement for Security Patrols to Extend Term
24-63	Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Agreement for Public Art in Hopewell East with Jonathan Racek (Boonyama LLC)

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-68
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROPERTY MANAGEMENT AGREEMENT WITH DIMENSION
MILL, INC., FOR TRADES DISTRICT TECH CENTER
(a.k.a THE FORGE)

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

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

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

WHEREAS, construction on The Forge is underway, and it is estimated that the building may be ready for tenants by the end of 2024 or early 2025; and

WHEREAS, as part of the EDA Grant, the RDC has partnered with the Dimension Mill, Inc. (“The Mill”) to provide project management services; and

WHEREAS, the RDC also desires to have the Mill provide the property management services for the Forge to assist the RDC and City in maintaining compliance with the EDA Grant; and

WHEREAS, EDA requires the City, RDC, and the Mill to execute a property management agreement before it will release funds back to the RDC for the Forge; and

WHEREAS, City staff along with the Mill have a negotiated a property management agreement, which is attached to this Resolution as Exhibit A (“Agreement”).

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

1. The RDC reaffirms its support for the Project, and finds that the Services serve the public's best interest.
2. The RDC hereby approves the Property Management Agreement with Dimension Mill, Inc., which is attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

THE FORGE PROPERTY MANAGEMENT AGREEMENT

This Agreement made and entered into by and between the City of Bloomington, Indiana (“City”) by its Mayor and the Redevelopment Commission (“RDC”) and Dimension Mill, Inc., an Indiana nonprofit corporation (“The Mill”), collectively referred to as “the Parties.” This Agreement is effective as of the date of the last signature (“Effective Date”).

WITNESSETH:

WHEREAS, the Trades District is a 12-acre portion of the Bloomington Certified Technology Park that is owned by the RDC; and

WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth; and

WHEREAS, the City and RDC were awarded a \$3.5M grant from the US Economic Development Administration (EDA) (“EDA Grant”) to construct the Trades District Technology Center (“The Forge”), which will be a 22,000 sq. ft. Class A office building located at 617 N Madison Street within the Trades District; and

WHEREAS, The Dimension Mill, Inc. (“The Mill”), operates Bloomington, Indiana’s center for entrepreneurship and developing the regional innovation ecosystem is central to The Mill’s mission; and

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

WHEREAS, the Parties now enter into this property management agreement for the management of the Forge.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City, RDC, and The Mill agree as follows:

Section 1. Purpose of Agreement.

The purpose of this Agreement is to establish The Mill’s management of the Forge, including continuing to use its expertise to oversee completion of the Forge; to recruit users and occupants of the Forge; to conduct and facilitate programs complementary to the mission of The Mill, The Forge and Trades District, as a whole.

Section 2. Term of Agreement.

- A. This Agreement shall be in full force and effect from and after the Effective Date through January 1, 2030, (“Initial Term”) unless early termination occurs as described in paragraph 9 below or it is otherwise extended by mutual agreement of the Parties.
- B. Upon mutual agreement of the Parties, this Agreement may be extended beyond the Initial Term for three (3) additional terms of five years each. The Parties shall execute extensions of additional terms in writing no later than 120 days prior to the extension of the current term.

Section 3. Compensation.

- A. The Mill shall use the rents from tenants of the Forge to cover any and all costs associated with management and operation of the Forge in accordance with Section 4(C) of this agreement. The Mill shall maintain a capital reserve fund from any net proceeds from lease payments that exceed the annual Forge operating expenses (“Capital Reserve Fund”). The Capital Reserve Fund may be used for those expenses outlined in Section 4D of this Agreement. Moreover, except as detailed in Section 3B, net proceeds may also be used to support programs at or supporting the Forge delivered by The Mill and in support of The Mill’s non-profit entrepreneurship support mission.
- B. The City shall deposit \$100,000.00 into the Capital Reserve Fund within 45 days of the Effective Date of this Agreement (“Fund Deposit”). Any net proceeds from Forge lease payments shall first be used to reimburse the City for its Fund Deposit up to the full amount \$100,000.00. Net proceeds may not be used for any other purpose until the City’s Fund Deposit is repaid by the Mill. Repayment of the Fund Deposit shall be sent to the City of Bloomington Controller o/b/o the Bloomington Redevelopment Commission. If the City’s Fund Deposit is not reimbursed by the Mill at end of the Initial Term, the City may, at the sole discretion of the City’s Controller, waive The Mill’s outstanding obligation to reimburse the Fund Deposit by delivering written notice to The Mill.

Section 4. The Mill’s Duties.

The Mill’s duties under this Agreement shall include the following:

A. Forge Construction.

The funds granted by the EDA to construct a facility shall be managed and accounted for directly by the City. The Mill shall continue to lead development of the Forge in accordance with Exhibit A: Trades District & Technology Center Agreements.

B. The Forge Operations

- 1. By no later than completion of construction, The Mill shall produce a plan to activate the Forge developed in collaboration with key stakeholders, as determined

appropriate by The Mill (e.g. brokers, business development and educational partners) (“Plan”). The Plan shall include but not be limited to the following:

- a. Naming, branding and marketing the Forge;
 - b. Determining and recruiting tenancies, including defined tenant mix, rental terms, conditions of facility use and related matters; and
 - c. Developing complementary programming for participants and users of the Forge.
2. The Mill shall also market and promote the Forge to potential tenants in accordance with the terms of the EDA Grant and this Agreement. All promotional materials shall reflect and advance the comprehensive vision of the Trades District.

C. Facility Management Responsibilities.

The Mill shall have the exclusive authority to operate and manage the Forge, consistent with the terms of this Agreement and the EDA grant. Such operation and management shall include the following:

1. Developing: (1) a business plan and annualized budget, and (2) a pro forma for ongoing operations of the Forge once those calculations may be reasonably determined.
2. Attracting high technology and innovation sector employer tenants for the Forge that will be complimentary to The Mill’s mission. The Mill will coordinate these efforts with the City, RDC, Indiana University, BEDC and relevant stakeholders.
3. Negotiating and submitting to the City and RDC for their approval leases for the Forge that are substantially based on the Forge Model Lease submitted to and approved by the EDA, which is attached to this Agreement as Exhibit B.
4. The Mill shall be the primary contact for all tenants in the Forge and for fulfilling duties as outlined in Exhibit B, which includes but is not limited to the following:
 - a. The Mill shall calculate base rent payments as detailed in the lease agreements as well as Common Area Rent, Common Area Maintenance costs, and all Additional Rent, as defined in Exhibit B.
 - b. The Mill shall collect and retain lease payments for the Forge tenancies as part of the Forge’s budget and using them to pay operating expenses associated with Forge operations.
 - c. The Mill shall oversee all tenant improvements as allowed under the lease agreements for the Forge.

5. The Mill shall conduct and facilitate Forge programming that supports the purpose of the EDA Grant, The Mill's mission, the Forge's mission, and the Trades District as a whole.
6. The City, as owners of The Forge, will maintain casualty loss insurance coverage for the facility.

D. Expenses, Repairs, Maintenance, and Service Agreements

1. The Mill shall ensure that the Forge is kept in a clean condition and that all business is conducted in a safe and lawful manner. The Mill and all tenants of the Forge shall use and maintain the Forge at all times in compliance with all legal requirements, and The Mill and tenants shall not permit any nuisance to exist on the premises and shall not commit waste thereon.
2. Contingent upon The Mill maintaining the Forge as required under this Agreement, the City shall only be responsible for replacement, as needed, of the building structure, including the roof, and major mechanical systems such as the HVAC system as specified in Section 2 of Exhibit C, attached hereto and by reference incorporated herein. The Mill shall pay and be solely responsible for all maintenance and repair to the Forge as provided by Exhibit C. The Mill shall pay and be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the Forge except as expressly provided by this Agreement. Operating expenses shall include inspection, repair, maintenance, and replacement of any items detailed in Exhibit C, Section 1, and that may be reasonably related to the operation of the Forge.
3. The Mill shall be responsible and solely liable for any service or repair agreement necessary to perform its obligations under this Agreement. These agreements shall include, but not be limited to, utility services, fire system maintenance, snow removal, landscape maintenance, and elevator maintenance. Any expense under this Section may be covered out of the Capital Reserve Fund.
4. All expenses outlined in this Agreement shall be payable from the rent collected from the Forge and, where appropriate, expensed back to tenants under the Terms of the Model Lease attached to this Agreement as Exhibit B. In the event that there are insufficient revenues to cover the operational expenses outlined in this Agreement from the rent collected, including additional rent charged back to the tenants, from the Forge, the Mill shall immediately report the shortfall to the City. Operating expenses not covered due to the shortfall may be deducted from the Capital Reserve Fund.

Section 5. Executive Leadership and Personnel.

In accordance with the Trades District & Technology Center Agreement and any subsequent Trades District agreement, The Mill shall employ, at its sole cost and expense, an appropriately qualified and experienced executive director for the Trades District and Forge. The Mill shall employ at its sole cost and expense such and other personnel as necessary, in its sole opinion, to successfully execute its obligations included in this Agreement.

Section 6. Reporting and Performance Indicators.

A. The Mill shall provide the City a written annual report, due July 1, and an update to the July 1 report due December 31, on its activities and results achieved under this Agreement, using the following topics and metrics as a guideline for reporting:

1. Status of the implementation of the Plan;
2. The Forge occupancy rate for leasable space;
3. Progress toward financial stabilization goal for the Forge activities;
4. All expenses related to the promotion, operation, and maintenance of the Forge;
5. Detailed list of all rents, including Additional Rent collected under the leases, collected;
6. List of projected capital expenses for the Forge in the upcoming year;
7. Percent of the Forge occupancy comprising innovation/technology entities; and
8. Estimated economic impact to the City and region.

B. The Mill shall provide the City and RDC reports and other data reasonably requested and necessary for the City to complete and remit its required reports under the EDA grant agreement, including but not limited to compliance with the U.S. Department of Commerce Financial Assistance Standard Terms and Conditions attached to this Agreement as Exhibit E.

Section 7. The Forge Ownership.

The RDC shall retain ownership of the Forge. Except as explicitly authorized in this Agreement, nothing shall circumvent or otherwise replace the RDC and City's approval process as owner of the Forge.

Section 8. Termination.

The City may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination. The Mill may terminate this Agreement following a determination by its Board to terminate and by giving written notice of the intention to terminate six (6) months prior to the intended date of termination. If the Mill and the City's contractual relationship is terminated for any reason during the term of a lease agreement that the Mill has with a tenant for the Forge, the City will honor the remaining term of such lease and receive a copy of such lease agreement. During the period of notice of termination, the Parties will work together in good faith to complete financial and other reports

necessary and incidental to account for the partnership efforts up to the point of termination and other related topics to wind-up the contractual relationship.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City through the RDC shall have the first right of refusal to purchase any The Mill-owned and funded non-fixed assets located as a part of the Forge for the depreciated net value or a price mutually agreed upon by the Parties.

GENERAL PROVISIONS

Section 9. Compliance with EDA Restrictive Covenants.

A. The Mill acknowledges that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

1. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.
2. The Mill agrees to provide the City and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
3. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

B. *Civil Rights.* The Mill shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability. By entering this Agreement, the Mill agrees to comply with all applicable federal, state, and local non-discrimination requirements including without limitation:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Department of Commerce (“DOC”) implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
6. City of Bloomington's Anti-Discrimination Ordinance found in Bloomington Municipal Code 2.23.100 through 2.23.240, or any amendments or recodifications thereto; and
7. Any other applicable non-discrimination laws.

C. *Audits and Inspections.* At any time during normal business hours and as frequently as is deemed necessary, The Mill shall make available to the City and the EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

D. *Retention of Records.* All records in the possession of the Lease pertaining to this Lease shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

Section 10. Assignment and Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns. The Mill may not assign this Agreement, or its obligations and duties hereunder, without the prior written approval of the City, which shall not be unreasonably delayed or withheld.

Section 11. Default.

If there is a default arising from this Agreement, the Parties will attempt to informally resolve the matter in dispute before resorting to litigation.

Section 12. Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create any partnership, joint venture or other association between the Parties.

Section 13. Notices.

All notices shall be sent by either personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

If to The Mill:

Dimension Mill, Inc.
Attn: Pat East, President
642 North Morton Street
Bloomington, IN 47404

Copy to

Angela F. Parker
Paganelli Law Group
116 West 6th Street, Suite 200
Bloomington, IN 47404

If to the RDC/City:

City of Bloomington Redevelopment Commission
City of Bloomington Legal Department
P.O. Box 100
Bloomington, IN 47402

Section 14. Consents.

Whenever a party is, or may be, called upon to give its consent or approval to any action, except as otherwise specifically provided herein, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

Section 15. Entire Agreement; Modification.

This Agreement (including the Recitals set forth at the beginning of this Agreement, all of which are incorporated herein by this reference) embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are

merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Section 16. Applicable Law and Jurisdiction.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court sitting in Bloomington, Indiana shall retain original jurisdiction to resolve any legal dispute between the Parties.

Section 17. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 18. Interpretation.

Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use of the terms “include,” “includes” and “including” shall be without limitation to the items which follow.

Section 19. Severability.

In case any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 20. Joint Drafting.

The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

Section 21. Time is of the Essence.

The parties acknowledge that time is of the essence in the performance of this Agreement.

Section 22. E-Verify.

The Mill and any subcontractors may not knowingly employ or contract with an authorized alien, or retain an employee or contract with a person that The Mill subsequently learns is an unauthorized alien. The Mill 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). The Mill shall sign an affidavit, attached as Exhibit D, affirming that it 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.

The Mill shall require any subcontractors performing work under this Agreement to certify to The Mill 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. The Mill shall maintain on file all subcontractors’ certifications throughout the term of this Agreement.

[Signature page follows]

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

CITY OF BLOOMINGTON, INDIANA

DIMENSION MILL, INC.

BY: _____
Kerry Thomson, Mayor

By: _____
Patrick M. East, Executive Director

Date: _____

Date: _____

REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA

By: _____
John Fernandez, Senior Vice President

Date: _____

By: _____
Deborah Myerson, President

Date: _____

Approved as to form:

Approved as to form:

Margie Rice, Corporation Counsel

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

Date: _____

Date: _____

EXHIBIT A

TRADES DISTRICT & TECHNOLOGY CENTER AGREEMENT

[Page intentionally left blank]

EXHIBIT B
FORGE MODEL LEASE

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EXHIBIT C

REPAIRS AND MAINTENANCE

Section 1. The Mill shall be responsible for repairs, maintenance, and inspection, including:

- Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Routine inspection and protective and preventative maintenance
- Repair and maintenance of all electronic and telecommunications equipment and soft goods
- Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the mechanical systems—electrical, plumbing, elevator, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the exterior of the premises, including roof, walls, doors, and windows
- Repair and maintenance of the premise's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Replacement, repair, and maintenance of security systems, cameras, door locks and window locks
- Replacement, maintenance, and repair of flooring or floor covering within the premises
- Replacement, repair, maintenance, and purchase of any Mill-owned equipment and furniture necessary for The Mill's operation
- Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or telecommunications equipment
- Repair, maintenance, and replacement of lighting, signs, and any other items and equipment associated with the premises
- Landscaping and maintenance of the outdoor space on the premise's parcel, including but not limited to snow removal from the sidewalks and other green space or landscape architecture on the premises

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

- Replacement of the Forge's exterior structure as necessary, including doors and windows
- Replacement of the roof, including the green roof system
- Replacement of mechanical systems (electrical, plumbing, elevator, and HVAC)
- Repair and maintenance of the roof top solar power system

EXHIBIT D
E-VERIFY AFFIDAVIT

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

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

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____
day of _____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT E
DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

[Attached]

DRAFT

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



12 November 2020

DEPARTMENT OF COMMERCE

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity¹ receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.²

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

¹ Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:

“Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”

“Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

² See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.
2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.
3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. **Financial Reports.** In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (*e.g.*, in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. **Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions.** Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. **Real Property Status Reports and Requests for Dispositions:** Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award.

Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. **Tangible Personal Property Status Reports and Requests for Dispositions:** DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

- iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).
2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.
3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.
- d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.
- e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:
 1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.
- f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at [Internal Control Guidance](#).

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.

3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.

5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC ***waived*** prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),³ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

³ As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA [website](#). Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's [website](#).

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.
2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

- i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);
- ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);
- iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
- iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and
- v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

I. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

- i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. *See* 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. *See* 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. *See* 15 C.F.R. § 734.15(b).
4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.
5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —*

i. *Is determined to have violated a prohibition in paragraph a.1 of this award term; or*

ii. *Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).*

b. ***Provision applicable to a recipient other than a private entity.*** *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. *Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or*

2. *Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—*

i. *Associated with performance under this award; or*

ii. *Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).*

c. ***Provisions applicable to any recipient.***

1. *You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*

2. *Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*

i. *Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*

ii. *Is in addition to all other remedies for noncompliance that are available to us under this award.*

3. *You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.*

d. Definitions. For purposes of this award term:

1. *“Employee” means either:*

i. *An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or*

ii. *Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.*

2. *“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

3. *“Private entity”:*

i. *Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;*

ii. *Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.*

4. *“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).*

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward*

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives for non-Federal entities.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile found at the System for Award Management (SAM) website located at <https://www.sam.gov>.

- ii. *By the end of the month following the month in which this award is made, and annually thereafter.*

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—*

- i. *in the subrecipient's preceding fiscal year, the subrecipient received—*

(A) *80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and*

- ii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).*

See also 2 C.F.R. § 200.300(b).

2. *Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:*

- i. *To the recipient.*

- ii. *By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.*

d. *Exemptions.* *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. Definitions. For purposes of this award term:

- 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).*
- 2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:*
 - i. A Governmental organization, which is a State, local government, or Indian tribe;*
 - ii. A foreign public entity;*
 - iii. A domestic or foreign nonprofit organization; and,*
 - iv. A domestic or foreign for-profit organization.*
- 3. Executive means officers, managing partners, or any other employees in management positions.*
- 4. Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.*
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).*
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.*
- 5. Subrecipient means a non-Federal entity or Federal agency that:*
 - i. Receives a subaward from you (the recipient) under this award; and*
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.*
- 6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):*
 - i. Salary and bonus.*
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.*

- iii. *Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.*
- iv. *Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.*
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management.*** *Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

- 1. *Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.*
- 2. *May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.*

c. ***Definitions for purposes of this term:***

- 1. *SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.SAM.gov>).*

2. *Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.*
3. *Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:*
 - i. *A foreign organization;*
 - ii. *A foreign public entity;*
 - iii. *A domestic for-profit organization; and*
 - iv. *A Federal agency.*
4. *Subaward has the meaning given in 2 C.F.R § 200.1.*
5. *Subrecipient has the meaning given in 2 C.F.R § 200.1.*

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report.** Submit the information required about each proceeding that:
 - i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - (A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.
- 2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

- 1. *The recipient must—*
 - i. *Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;*
 - ii. *Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.*

2. *The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

3. *The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities*

b. Term 2. Additional Access to Recipient Records.

1. *In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations*

2. *The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii). Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.
3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).

24-69
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER PACKAGE #4 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 Hopewell East redevelopment (“Project”); and
- WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP (“Milestone”); and
- WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements (“Construction Services”) for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90); and
- WHEREAS, the RDC approved change orders for the Project in Resolutions 23-65, 23-113, 24-35, and 24-50 which brought the total contract amount to \$13,695,491.10; and
- WHEREAS, additional work not negotiated at the time the Agreement was awarded is required, including additional grading, topsoil replacement, tree grates, additional supplies for infrastructure, additional bollards, curbing along Rogers Street, infill of trenches, communication cabling, limestone finishing, and site work for installation of pickle ball courts as outlined in the attached Exhibits A and C (collectively “Change Order #4”); and
- WHEREAS, City Staff and Milestone believe Change Order #4 to the Agreement is necessary and appropriate; and
- WHEREAS, a copy of the proposed Change Order #4 for an additional amount of \$162,332.85 is attached to the Resolution as Exhibit A; and
- WHEREAS, the funding for Change Order #4 will come from a combination of contributions: \$162,332.85 from the RDC, \$44,744.98 from the Parks Department, and \$14,620.00 from the Utilities Department; and

WHEREAS, the proposed Change Order #4 would modify the existing Agreement with Milestone from a total amount not to exceed \$13,695,491.10 to \$13,917,188.93; and

WHEREAS, this Change Order will also be considered by the Board of Public Works on October 8, 2024; and

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
2. The RDC approves Change Order Package #4 and authorizes additional funding for the Agreement in an amount not to exceed \$13,917,188.93 to pay for the additional work as detailed in Exhibit A.
3. The RDC's portion of the payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of the specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the term of the Agreement as amended. Nothing in this Resolution shall remove the requirement to comply with the City and RDC's claims process.
4. Unless extended by the RDC, the expiration date of this funding approval shall remain December 31, 2025.
5. The approvals in this Resolution are contingent upon the additional approval by the Board of Public Works. In the event the Board of Public Works does not approve the Change Order, then the approvals in this Resolution are void.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



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. Laffayette, IN
Change Order	23
Status	Pending
Date Created	08/02/2024
Type	Errors and Omissions
Summary	Revision to planned Casting types related to the Storm Sewer System.
Change Order Description	<p>This Change Order for Field Order #25 has been a pending item for a while, as REA worked with Milestone to obtain the required documentation. The Field Order was triggered by questions regarding the design initiated by Milestone and REA. The original design called for solid castings (8055) on structures that appeared to require open castings. Shrewsberry agreed and prepared plans for the Field Order. Shrewsberry's communication on the issue and their plan sheet is part of the FO and have been attached.</p> <p>Since Milestone already had the solid castings onsite, see photos included with the 8055 Casting Invoice, they are entitled to compensation for the solid castings per the material costs, see attached documentation.</p> <p>The material costs for the new castings (Type 2) have been provided by Milestone, as well as the Original castings (8055). Note that the new casting (Type 2) are more expensive than the castings in the original design (8055) so the difference between the FO castings (Type 2) and the original design castings (8055) is also due to Milestone. Please find the cost breakdown in the attached supporting documentation.</p> <p>Following review with City Engineering, this Change Order Type will be considered Errors and Omissions for the items involved, given the agreement of the required change by the design consultant (Shrewsberry).</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10

Change Order Amount	\$4,615.04
Revised Project Amount	\$13,700,106.14

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0310	720-04790	EACH	4.000	\$1,153.760	\$4,615.04
CASTING					
Reason: - Change from Planned 8055 Casting to Revised Type 2 Casting. Cost increase per casting with all associated materials and work.					
1 item					Total: \$4,615.04

Attachments

Document	Name	Description	Submission Date
7-26-24_email_Hopewell_Phase_1_East_-_F O_25_CO.pdf	7-26-24 email Hopewell Phase 1 East - F O#25 CO.pdf	Email from Patrick of REA to Roy Aten to advise of forth coming Change Order with supporting documentation.	09/18/2024 02:54 PM EDT
8055_Casting_Invoice_and_Photos.pdf	8055 Casting Invoice and Photos.pdf	Supporting Documentation with Casting Invoice and Photo verification of castings on site.	09/18/2024 02:54 PM EDT
Hopewell_Phase_1_East_Field_Order_No._25_-_Centerstone_Inlet_Castings_-_2024-04-0	Hopewell Phase 1 East Field Order No. 25 - Centerstone Inlet Castings - 2024-0	Field Order 25 from REA to City of Bloomington and Contractor.	09/18/2024 02:56 PM
5 attachments			

Document	Name	Description	Submission Date
1__002_.pdf	4-01 (002).pdf		EDT
Shrewsberry_-_Emails_Regarding_Change.pdf	Shrewsberry - Emails Regarding Change.pdf	Emails between REA and Shrewsberry to document the correspondence between the Construction Inspection Team to assess the situation & review by Roy Aten.	09/18/2024 02:57 PM EDT
Type_2_Casting_Invoice.pdf	Type 2 Casting Invoice.pdf	Contractor Invoice from the Supplier for the Castings.	09/18/2024 02:59 PM EDT
5 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Field Order No. 25

Date of Issuance:	April 1, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	33 4200 - Stormwater Conveyance	C203
	Specification(s)	Drawing(s) / Detail(s)




Description: Shrewsberry issued the updated C203 plan sheet indicating a change in casting type for structures CS-1, CS-2, CS-3 and CS-4. The update changes the casting from EJIW 8055, solid manhole cover, to INDOT Type 2, an open grate manhole cover.

It appears Milestone recognized the need for a change in casting and currently has open grate castings installed.

Attachments:

C203 - Centerstone Lot Utility Plan

ISSUED:	RECEIVED:
By: 	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Landscape Architect	Title:
Date: April 1, 2024	Date:

CC: Roy Aten, City of Bloomington
Andrew Cibor, City of Bloomington

REVISIONS		DESCRIPTION	
NO.	DATE	DATE	DESCRIPTION
FO 25	03/26/24		INLET CASTING TYPE UPDATE

CITY OF
BLOOMINGTON

Bloomington, IN
47403

DESIGN TEAM

shrewsberry

REA

BEE

ARCHITECTURAL
CIVIL ENGINEERING
PLANNING
LAND SURVEYING

SYNTH FANNO & ASSOCIATES, INC.
520 North Walnut Street
Bloomington, Indiana 47404 (317) 332-6030

CERTIFIED BY:

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HOPEWELL INFRASTRUCTURE & SITE
ENGINEERING

PHASE 1 EAST - RE-BID

CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023 PROJECT NO: 21-0049

DRAWN BY: RDR CHECKED BY: MDW

DRAWING STATUS: RE-BID

SHEET TITLE: CENTERSTONE LOT UTILITY PLAN

SHEET NO: C203

LEGEND:

- RIGHT OF WAY LINE (EXISTING RW)
- EASEMENT LINE
- CENTER LINE
- RIGHT OF WAY LINE (NEW R/W)
- PARKING STRIPPING
- STORM SEWER
- 6" UNDERDRAIN
- STORMWATER STRUCTURE
- EXISTING
- INVERT ELEVATION
- MANHOLE
- REINFORCED CONCRETE PIPE
- TOP OF CURB/TOP OF CASTING GRADE

UTILITY NOTES

- CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES (CBU) DEPARTMENT PRIOR TO THE START OF CONSTRUCTION. CALL THE UTILITIES TECHNICIAN AT 812-349-3676 TO INITIATE THIS PROCESS.
- THE UTILITIES INDICATED ON THE PLANS AND SURVEY MAY NOT BE A COMPLETE INVENTORY OF ALL EXISTING UTILITIES ON AND AROUND THE SITE. THE LOCATION AND SIZE OF THESE UTILITIES MAY BE APPROXIMATE. UTILITY INFORMATION WAS GATHERED OR SUPPLIED BY OTHERS AND THE DESIGN SHOWN ON THESE PLANS RELIES ON THE ACCURACY OF THE UTILITY INFORMATION. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR INCORRECT OR MISLEADING UTILITY INFORMATION INDICATED, IMPLIED, OR NOT INDICATED ON THESE PLANS.
- CONTRACTOR SHALL TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFYING FIELD LOCATIONS OF EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. FIELD LOCATIONS OF EXISTING UTILITIES SHALL BE DETERMINED EITHER BY AN AUTHORIZED REPRESENTATIVE OF THE UTILITY OR A PRIVATE UNDERGROUND UTILITY LOCATER SERVICE PRIOR TO THE START OF EXCAVATING. VERIFY MINIMUM UTILITY COVER REQUIREMENTS BY THE UTILITY. MAINTAIN MINIMUM UTILITY COVER REQUIREMENTS DURING CONSTRUCTION WITHOUT DAMAGING UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITIES 72 HOURS BEFORE CONSTRUCTION IS TO START TO VERIFY UTILITIES PRESENT ON THE SITE. ALL VERIFICATIONS, LOCATIONS, SIZE, AND DEPTHS SHALL BE MADE BY THE APPROPRIATE UTILITY. WHEN EXCAVATING AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THE UTILITY CAN BE PRESENT DURING THE EXCAVATION TO OBSERVE EXCAVATIONS.
- THE CONTRACTOR SHALL BEAR EXPENSES TO REMOVE, RELOCATE, AND / OR MODIFY UTILITIES REQUIRED TO BE ADJUSTED FOR SUCCESSFUL COMPLETION OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY WITH UTILITIES EXISTING UTILITIES THAT MAY CONFLICT WITH CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY PLANNED FUTURE UTILITY IMPROVEMENTS THAT MAY IMPACT CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ADJUST ALL UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS IN SUCH A MANNER TO BE FLUSH WITH PROPOSED FINISH GRADES. CONTRACTOR SHALL TAKE CARE TO NOT DAMAGE UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS DURING CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR RELOCATION, REMOVAL OR ABANDONMENT OF UTILITY FACILITIES ON-SITE OR CROSSING THE SITE. DO NOT INTERRUPT UTILITY FACILITIES SERVING OCCUPIED FACILITIES USED BY THE OWNER OR OTHERS WITHOUT PRIOR WRITTEN AUTHORIZATION.
- COSTS INCURRED BY THE CONTRACTOR COORDINATING NEW UTILITY SERVICES SHALL BE PAID FOR BY THE CONTRACTOR.
- UTILITY CONNECTIONS TO EXISTING FACILITIES SHALL BE VERIFIED WITH THE OWNERS REPRESENTATIVE AND COORDINATED WITH THE UTILITY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
- MAINTAIN SEPARATION REQUIRED BY UTILITIES AND AUTHORITIES HAVING JURISDICTION BETWEEN UTILITIES AND STRUCTURES.
- UTILITY SLEEVES SHALL WHERE INDICATED SHALL BE SCHEDULE 80 PVC PIPE OF DIAMETER NOTED ON DRAWINGS UNLESS NOTED OTHERWISE. WHERE POSSIBLE MULTIPLE PIPE LOCATIONS SHALL BE GANGED OR STACKED TO MINIMIZE SPACE REQUIREMENTS. UTILITY SLEEVES SHALL EXTEND A MINIMUM OF 24" BEYOND PAVEMENT, FOOTING OR ROCK EDGES. CONTRACTOR SHALL MARK SLEEVE EDGES ABOVE GROUND.
- SLEEVES SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINISH GRADE TO THE TOP OF THE PIPE UNLESS NOTED OTHERWISE OR OTHERWISE DETERMINED BY THE OWNERS REPRESENTATIVE.
- SLEEVES SHALL BE LOCATED IN ACCESSIBLE CORNERS, ALONG PAVEMENT EDGES AND EDGES OF PLANTING BEDS. AVOID EXTENDING SLEEVES TO CENTER OF PLANTING AREAS.
- LABOR AND MATERIALS REQUIRED TO REDIRECT AND/OR CONNECT EXISTING CENTERSTONE BUILDING ROOF DRAINS TO PROPOSED STORM SEWER SYSTEM AS SHOWN ON THIS SHEET SHALL BE CONSIDERED IN THE COST OF OTHER ITEMS.

GENERAL UTILITY NOTES

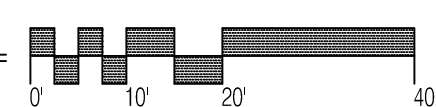
- THE CONTRACTOR IS CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OR VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURATE LOCATION OF ALL UTILITIES AND HAZARDS WHETHER SHOWN OR NOT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
- ALL UTILITY TRENCHES SHALL BEGIN AT THE LOWEST ELEVATION AND SHALL PROGRESS UPWARD.
- WHERE POSSIBLE, ALL UTILITY TRENCHES SHALL BE CUT THROUGH THE COMPACTED SUBGRADE SOIL, AND BACKFILLED PRIOR TO THE PLACEMENT OF THE COMPACTED AGGREGATE PAVEMENT BASE.
- UNLESS STATED OTHERWISE IN THESE CONTRACT DOCUMENTS, THE INSTALLATION OF THE ROOF DRAIN COLLECTOR PIPING SHALL BE THE RESPONSIBILITY OF THE SITE UTILITY CONTRACTOR.
- ALL STORM PIPE (12" DIAMETER OR LARGER) SHALL BE REINFORCED CONCRETE PIPE (CLASS III).

STRUCTURE DATA TABLE

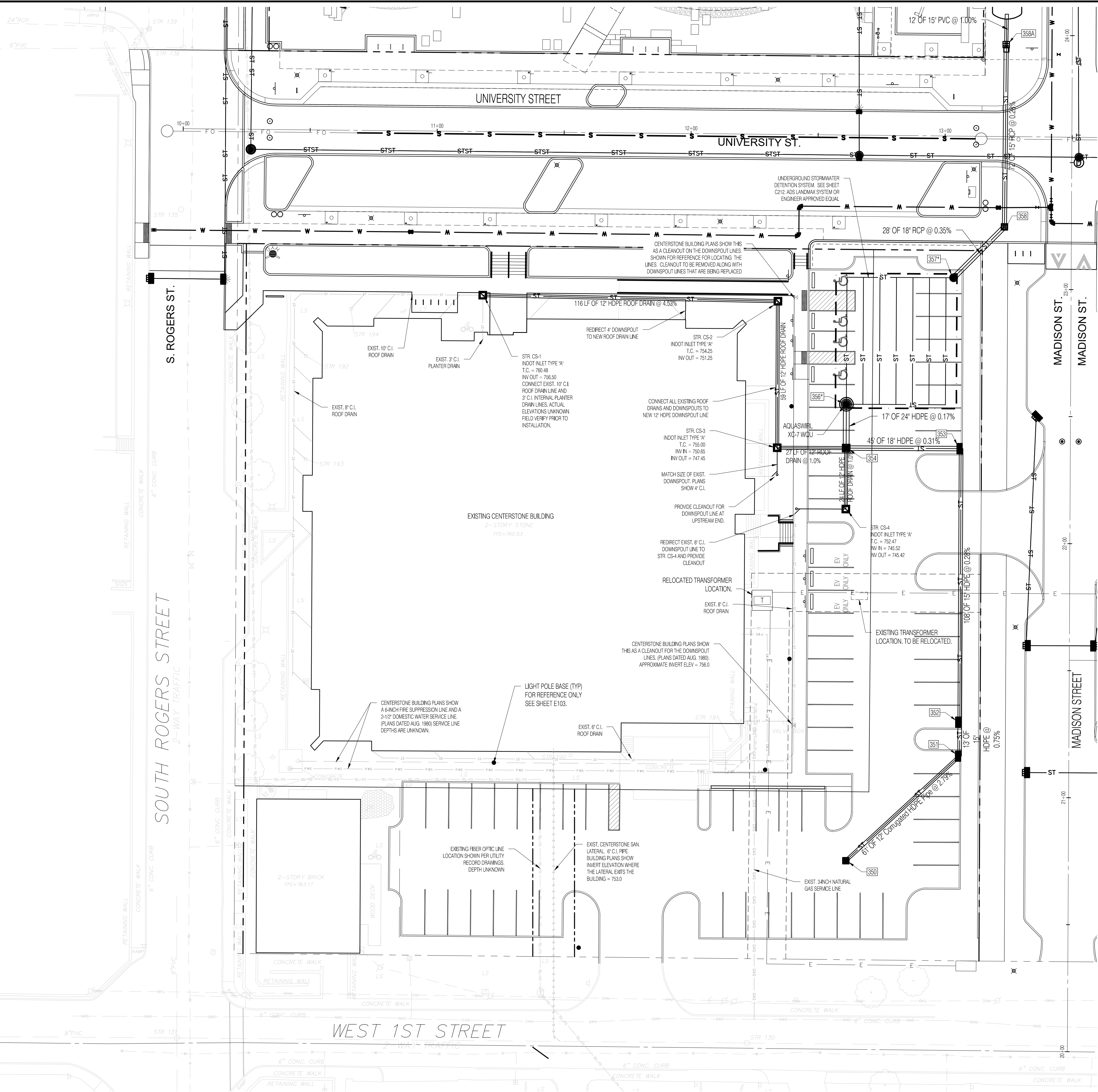
STR. #	TC	INV. IN	INV. OUT	PIPES IN	PIPES OUT	STRUCTURE	CASTING
350	751.70		749.20 (NE)		12" Corrugated HDPE Pipe	INDOT Inlet Type A	EJWW 5340
351	749.59	747.50 (SW)	747.40 (N)	12" Corrugated HDPE Pipe	15" HDPE	INDOT Inlet Type J Curb Inlet	INDOT Type 10
352	749.42	747.30 (S)	747.20 (N)	15" HDPE	15" HDPE	INDOT Inlet Type J Curb Inlet (24x36)	INDOT Type 10
353	750.77	746.90 (S)	746.80 (W)	15" HDPE	18" HDPE	INDOT Inlet Type J Curb Inlet (24x36)	INDOT Type 10
354	752.17	746.66 (E) 747.06 (W) 747.06 (S)	746.26 (N)	18" HDPE 12" HDPE 12" HDPE	24" HDPE	INDOT Type C Manhole (48" Dia.)	EJWW R-1077-A
356*	752.55	746.23 (S)		24" HDPE		72" Dia. Manhole	EJWW R-1077-A
357*	751.89		745.40 (NE)		18" RCP	96" Cylindrical Outlet Control Structure	Standard
358	750.25	745.30 (SW)	745.30 (N)	18" RCP	15" RCP	24 x 24 inch Rectangular Structure	Standard
CS-1	757.60		756.50 (E)		12" HDPE	INDOT Inlet Type A	INDOT Type 2
CS-2	754.78	751.25 (W)	751.25 (S)	12" HDPE	12" HDPE	INDOT Inlet Type A	INDOT Type 2
CS-3	755.45	750.65 (N)	750.45 (E)	12" HDPE	12" HDPE	INDOT Inlet Type A	INDOT Type 2
CS-4	751.91		747.30 (N)	12" HDPE		INDOT Inlet Type A	INDOT Type 2

UTILITY PLAN

Scale: 1" = 20'-0"



NOTE: ALL STORMWATER INFRASTRUCTURE LOCATED WITHIN LOTS 3 AND 4, INCLUDING ALL INLETS, MANHOLES, STORM SEWERS, WATER QUALITY UNITS, DETENTION SYSTEMS, ROOF DRAINS, AND OTHER SIMILAR ITEMS, ARE TO BE MAINTAINED BY THE PROPERTY OWNER.



From: [Patrick Dierkes](#)
To: [Roy Aten](#)
Cc: zac.rogers@bloomington.in.gov; [Judson Huber](#); [Michael Roth](#); [Cecil Penland](#)
Subject: Hopewell Phase 1 East - FO#25 CO
Date: Friday, July 26, 2024 9:30:26 AM
Attachments: [image002.png](#)
[Type 2 Casting Invoice.pdf](#)
[8055 Casting Invoice and Photos.pdf](#)
[Shrewsberry - Emails Regarding Change.pdf](#)
[Hopewell Phase 1 East Field Order No. 25 - Centerstone Inlet Castings - 2024-04-01.pdf](#)

Caution: Internal (pdierkes@reasite.com)

Sensitive Content, QR Code [Details](#)

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Roy,

The CO for FO#25 has been a pending item for a while as I worked with Milestone to obtain the required documentation. The FO was triggered by questions regarding the design initiated by Milestone and REA. The original design called for solid castings (8055) on structures that appeared to require open castings. Shrewsberry agreed and prepared plans for the FO. I've attached Shrewsberry's communication on the issue and their plan sheet is part of the FO.

Since Milestone has the solid castings onsite, see photos included with the 8055 Casting Invoice, they are entitled to compensation for the solid castings per the material costs, see attached documentation. Milestone provided their material costs for the new castings (Type 2) which are more expensive so the difference between the FO castings (Type 2) and the original design castings (8055) is also due to Milestone. Cost breakdown is below.

FO #25 Direct Costs CO				
Category	Item	Quantity	Unit Price	Total
Compensation for Difference in Material Costs	FO #25 Type 2 Casting	4	\$1,153.76	\$4,615.04
	Contract Casting - 8055	-4	\$888.01	-\$3,552.04
			Sub-Total:	\$1,063.00
Compensation for Materials on Hand	Contract Casting - 8055	4	\$888.01	\$3,552.04
			CO Total:	\$4,615.04

I would consider this Errors and Omissions item given the agreement of the required change by the design consultant.

Jud and Michael please put together the CO per this information.

Let me know if you have any questions.

Thank you,
Patrick

PATRICK DIERKES, PE
PROJECT ENGINEER

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / M 573.808.6870 / REASITE.COM

Patrick Dierkes

From: Joel Stevens <jstevens@shrewsusa.com>
Sent: Tuesday, March 19, 2024 10:27 AM
To: Patrick Dierkes
Cc: Cecil Penland; Roy Aten; Judson Huber; Michael Buchanan
Subject: RE: Hopewell Phase 1 East - Updates
Attachments: C203 Rev 007 20240312.pdf

External (jstevens@shrewsusa.com)

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Greeting Patrick-

Yes, please proceed as you have noted below.

Also, please find attached the revised plan documents for sheet C203 which updates the CS 1-4 structures to an open grate.

Regarding Morton Street, Shrewsberry will issue reconstruction plans to address the impacts related to the sanitary sewer conflicts. Please note that Shrewsberry is acting in the best interest of the project to keep the contractor moving forward and considers the redesign of the sanitary system and related roadway improvements to be additional scope items outside of our contractual obligations.

Respectfully,

Joel Stevens, PLA
Director - Landscape Architecture



7321 Shadeland Station, Suite 160
Indianapolis, IN 46256
jstevens@shrewsusa.com
D 317.350.4665 M 317.563.2319

SHREWSUSA.COM



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From: Patrick Dierkes <pdierkes@reasite.com>
Sent: Tuesday, March 19, 2024 8:15 AM
To: Joel Stevens <jstevens@shrewsusa.com>

Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>; Michael Buchanan <mbuchanan@shrewsusa.com>

Subject: RE: Hopewell Phase 1 East - Updates

Thank you for the clarification, Joel. I've summarized my understanding of this issue per our phone conversation and your email. I will move forward per the summary below unless notified otherwise by noon tomorrow, 3/20/24.

- Shrewsberry is withdrawing the statement that STR 305 and STR 306 are installed in the wrong location and at the wrong elevation.
- The reviewed submittal is incorrect so the inspection team will advise Milestone to replace the top to STR 305 to match the plan specified casting and install the plan specified casting.

Please note we are waiting for the following items from Shrewsberry:

- Reconstruction plans for the improvements impacted by the Morton St sanitary sewer location updates.
- Clarification on the casting type for structures CS-1, CS-2, CS-3 & CS-4. Per the structure data table on C203 the castings are EJ 8055 which are solid top MH castings. Based upon their location and the grading of the site it appears these casting should be open grates to collect surface runoff.

Thank you,
Patrick

PATRICK DIERKES, PE
PROJECT ENGINEER

RUNDELL ERNSTBERGER ASSOCIATES

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O 317.263.0127 / M 573.808.6870 / REASITE.COM

From: Joel Stevens <jstevens@shrewsusa.com>

Sent: Friday, March 15, 2024 12:48 PM

To: Patrick Dierkes <pdierkes@reasite.com>

Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>; Michael Buchanan <mbuchanan@shrewsusa.com>

Subject: RE: Hopewell Phase 1 East - Updates

Patrick et al,

After visiting the site our recommendation is to exchange the current casting and grate for an INDOT type 2 casting and open grate.

Let me know if you have any questions. Thanks!

Joel Stevens, PLA
Director - Landscape Architecture



7321 Shadeland Station, Suite 160
Indianapolis, IN 46256
jstevens@shrewsusa.com
D 317.350.4665 **M** 317.563.2319

SHREWSUSA.COM



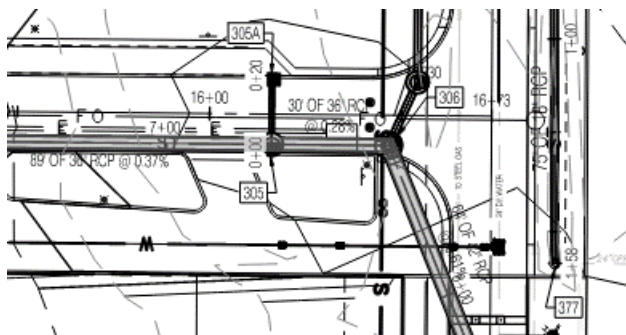
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From: Patrick Dierkes <pdierkes@reasite.com>
Sent: Tuesday, March 12, 2024 7:01 PM
To: Fred Dean <fdean@shrewsusa.com>; Harry Strasser <hstrasser@shrewsusa.com>; Mia Schrilla <mschrilla@shrewsusa.com>; Eric Rolle <erolle@shrewsusa.com>; Joel Stevens <jstevens@shrewsusa.com>
Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>
Subject: RE: Hopewell Phase 1 East - Updates

I'm not following your response, Fred. Can you please provide more detail on how you arrived at your assessment of the location and elevation of the structure?

The plan sheet, see screenshot below of C302, which appears to show the curb over STR 305. In addition, the reviewed submittal provides the following dimensions: str height 50.75", str top height 8". With the proposed invert at 739.10 it appears, in comparison to the installed curb, the structure is at or below the design elevation.

In addition, as mentioned previously, the reviewed submittal had a round opening. See attached submittal. Per your response it appears this needs to be a rectangular opening to accept the correct casting. Can you please advise how the contractor should modify the structure top to fit the design?



PATRICK DIERKES, PE
PROJECT ENGINEER

RUNDELL ERNSTBERGER ASSOCIATES

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O 317.263.0127 / M 573.808.6870 / REASITE.COM

From: Fred Dean <fdean@shrewsusa.com>
Sent: Tuesday, March 12, 2024 9:42 AM
To: Patrick Dierkes <pdierkes@reasite.com>; Harry Strasser <hstrasser@shrewsusa.com>; Mia Schrilla <mschrilla@shrewsusa.com>; Eric Rolle <erolle@shrewsusa.com>; Joel Stevens <jstevens@shrewsusa.com>
Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>
Subject: RE: Hopewell Phase 1 East - Updates

Patrick,

It appears the STR. 305 and STR. 306 manholes are in the wrong location and the manholes are rotated incorrectly compared to the design drawings. It also appears the manholes are high from the pictures, compared to the design. If the manholes are rotated correctly and at the correct design level, a casting type INDOT 8 should be used for the inlet, with the curb of the casting in line with the curb and gutter.

The curb and gutter for Morton is being designed by Shrewsberry's roadway team and will be completed next week.

Thanks,

Fred R. Dean

Senior Designer



From: Patrick Dierkes <pdierkes@reasite.com>

Sent: Tuesday, March 12, 2024 6:51 AM

To: Harry Strasser <hstrasser@shrewsusa.com>; Mia Schrilla <mschrilla@shrewsusa.com>; Fred Dean <fdean@shrewsusa.com>; Eric Rolle <erolle@shrewsusa.com>; Joel Stevens <jstevens@shrewsusa.com>

Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>

Subject: RE: Hopewell Phase 1 East - Updates

Shrewsberry Team,

The contractor is pushing for a response regarding STR 305. They've been holding on that section of curb since I emailed two weeks ago. Please advise today.

In addition, I'm holding on issuing the Field Order for the sanitary change in Morton until I have the reconstruction plans for the surface improvements. Please advise if I should wait for Shrewsberry to provide those.

Feel free to reach out to discuss.

Thank you,
Patrick

PATRICK DIERKES, PE
PROJECT ENGINEER

RUNDELL ERNSTBERGER ASSOCIATES

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618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / M 573.808.6870 / REASITE.COM

From: Patrick Dierkes

Sent: Friday, March 8, 2024 2:20 PM

To: Harry Strasser <hstrasser@shrewsusa.com>; Mia Schrilla <mschrilla@shrewsusa.com>; Fred Dean <fdean@shrewsusa.com>; erolle@shrewsusa.com; Joel Stevens <jstevens@shrewsusa.com>

Cc: Cecil Penland <cpenland@reasite.com>; Roy Aten <atenro@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>

Subject: Hopewell Phase 1 East - Updates

Shrewsberry Team,

I wanted to provide you updates on the various issues at Hopewell and request responses on the below items.

Morton St Sanitary

- The plan is acceptable, and Milestone has checked elevations to ensure minimum pipe slopes can be met.
- The City has asked for plans for the required drive approach and sidewalk reconstruction caused by the updated design. Is this something Shrewsbury is planning to provide?

Rogers St Storm Line Conflict with Lot 1 Detention

- CBU provided camera verification of the inaccessible storm connections and approved abandoning the private storm line in conflict with Lot 1 detention.
- The City has requested the Contractor grout full the system to be abandoned. REA is coordinating with the contractor.

Storm Structure Casting Difference between Plans and Approved Submittal

- Following up on question from 2/27 regarding STR 305. Approved shop drawing does not match plans. Please confirm what casting should be used. If needed, provide guidance for the contractor regarding modifying the structure top to accept the correct casting.

Additional Structure Casting Questions

- CS-1, CS-2, CS-3 & CS-4 per the structure data table on C203 call for EJ 8055 castings which are solid top MH castings. Based upon their location and the grading of the site it appears these casting should be open grates to collect surface runoff. Please review and let us know design intent with these structures.

Feel free to reach out to discuss.

Thank you,
Patrick

PATRICK DIERKES, PE
PROJECT ENGINEER

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / M 573.808.6870 / REASITE.COM



Ferguson Waterworks INDY #1934
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

Phone: 317-546-2013
Fax: 317-546-2318

Deliver To: Thomas Gott
From: Daniel Massey
Comments:

Resolution 24-69
Exhibit A

08:42:44 APR 02 2024

Page 1 of 1

FERGUSON WATERWORKS #1934
Order Confirmation
Phone: 317-546-2013
Fax: 317-546-2318

Order No: 0364663
Order Date: 04/01/24
Writer: JAT

Req Date: 04/05/24

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: MILESTONE CONTRACTORS LP
4755 WEST ARLINGTON ROAD
BLOOMINGTON OFFICE
HOPEWELL EAST PH1
BLOOMINGTON, IN 47404

Ship To: MILESTONE CONTRACTORS LP
501 W 2ND ST
HOPEWELL EAST PH1
BLOOMINGTON, IN 47403

Cust PO#: HOPEWELL EAST PH1

Job Name: HOPEWELL EAST PH1

Item	Description	Quantity	Net Price	UM	Total
E00534010	5340Z UND FRM INTY2	4	739.218	EA	2956.87
E00534034	5340M UND GI TROUT LO DNW GR	4	414.545	EA	1658.18
Net Total:					\$4615.05
Tax:					\$0.00
Freight:					\$0.00
Total:					\$4615.05

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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<https://survey.medallia.com/?bidsorder&fc=3747&on=17042>

Milestone Contractors, L.P.
B20454-1P-25 Copy of HOPEWELL PHASE I EAST - TYPE 2 C
Gott, Thomas

Direct Cost Report

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

BID ITEM = 1 Land Item SCHEDULE: 1 100
Description = TYPE 2 CASTINGS Unit = EA Takeoff Quan: 4.000 Engr Quan: 4.000

1 TYPE 2 CASTINGS Quan: 4.00 EA Hrs/Shift: 10.00 Cal: 510 WC: 1

2HC36	INDOT TYPE 2- 5340 (R3	1.00	4.00 EA	1,153.760	4,615
=====> Item Totals: 1 - TYPE 2 CASTINGS					
\$4,615.04				[]	4,615
1,153.760		4 EA			1,153.76

\$4,615.04 *** Report Totals *** 4,615

>>> indicates Non Additive Activity
-----Report Notes:-----
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

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

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----
508 40 HR WEEK (5 X 8)
509 45 HR WEEK (5 X 9)
510 50 HR WEEK (5 X 10) (Default Calendar)
511 55 HR WEEK (5 X 11)
512 60 HR WEEK (5 X 12)
513 65 HR WEEK (5 X 13)
514 70 HR WEEK (5 X 14)
608 48 HR WEEK (6 X 8)
609 54 HR WEEK (6 X 9)
610 60 HR WEEK (6 X 10)
611 66 HR WEEK (6 X 11)
612 72 HR WEEK (6 X 12)
613 78 HR WEEK (6 X 13)
614 84 HR WEEK (6 X 14)
800 SATURDAY ONLY (TIME & 1/2)
900 SUNDAY ONLY (DOUBLE TIME)



FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

EMAIL DUPLICATE INVOICE

Resolution 24-69
Exhibit A

Deliver To:
From: Jackson Thomas
Comments:

Please Contact With Questions:
317-546-2013

Invoice Number	Customer	Page
0336277	17042	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 3552.05

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

Sold To:

MILESTONE CONTRACTORS LP
4755 WEST ARLINGTON ROAD
BLOOMINGTON OFFICE
HOPEWELL EAST PH1

Ship To:

MILESTONE CONTRACTORS LP
501 W 2ND ST
HOPEWELL EAST PH1
BLOOMINGTON, IN 47403

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1934	1934	INE	235032 CASTING	DPM	HOPEWELL EAST PH1	01/23/2024	28281
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
4	4	SP43090*1934		888.013		3552.05	

Invoice Sub-Total 3552.05
Tax 0.00
Total Amt 3552.05

TOTAL DUE ---> 3552.05

See second page showing
additional detail on casting type.
See following pages for photos
of castings onsite.

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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MILESTONE CONTRACTORS LP

=====									
Ref#	OrdQty	Item	ShipQty	B/OQty	Formula	Net Price	Total	Cmt	
		Description		AR	PC PO Tag	UOM			

1.	4	SP-E00805525	4		0	888.013	3552.05	N	
		1130APT 8055ZPT ASSY		N	F1934-550				









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. Laffayette, IN
Change Order	24
Status	Pending
Date Created	08/23/2024
Type	Scope Changes
Summary	Top Soil as requested for defined areas along Madison St.
Change Order Description	<p>This Change Order is to add an item to the contract for Top Soil to be utilized in specified areas along Madison St. The material will be placed between the Curbs and Sidewalks on both the East and West sides of Madison St. at an approximate depth of 4 inches. The defined area as described by the attached Field Order will yield the need for approximately 100 CYS. Milestone has provided the attached unit price documentation.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,736,501.08
Change Order Amount	\$5,817.00
Revised Project Amount	\$13,742,318.08

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0320	621-06570	CYS	100.000	\$58.170	\$5,817.00
TOPSOIL					
Reason: Additional for Madison St.					
1 item					Total: \$5,817.00

Attachments

Document	Name	Description	Submission Date
CO_24_-_Submittal__99_TOPSOIL_REA_review.pdf	CO 24 - Submittal_99 TOPSOIL_REA review.pdf	Submittal from Milestone for the Material to be provided at the Unit Price referenced, with REA review comments.	09/18/2024 03:37 PM EDT
Hopewell_Phase_1_East_Field_Order_No_10-Centerstone_Madison_Topsoil_2023-11-06.pdf	Hopewell Phase 1 East_Field Order No 10-Centerstone_Madison Topsoil_2023-11-06.pdf	Field Order #10	09/30/2024 03:57 PM EDT
Milestone_Quote_-_INDOT_CO_price_for_Topsoil_on_Madison.pdf	Milestone Quote - INDOT CO price for Topsoil on Madison.pdf	Attachment from Tom Gott Email with Unit Price work sheet.	09/18/2024 03:36 PM EDT
HOPEWELL_22_0925_11C_ONSITE_STOCKPILE_F23334_0221_-_01.pdf	Topsoil Test.pdf	Topsoil Test	09/30/2024 03:54 PM EDT
4 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

RUNDELL ERNSTBERGER ASSOCIATES

Field Order No. 10

Date of Issuance: November 6, 2023 **Owner:** City of Bloomington
Project Name: Hopewell Phase 1 East **Contractor:** Milestone Contractors LP
Project Location: Bloomington, IN **Project Engineer:** Cecil Penland
Project No: 1671

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference: NA L101
 Specification(s) **Drawing(s) / Detail(s)**

Description: **THIS FIELD ORDER VOIDS AND REPLACES FIELD ORDER 09.**
 Topsoil for Centerstone's parking lot and Madison Street north and south of University Street. See attached L101 with markups showing the location and depth of topsoil required. The total volume of topsoil required is approximately 276 CYs. Topsoil stockpiled onsite during clearing operations shall be utilized as indicated. Topsoil imported to the site shall meet the following specifications:
The topsoil shall consist of loose friable soil, free of refuse, stumps, large roots, rocks, brush, weeds, or other material detrimental to the proper development of vegetative growth. It shall be capable of supporting the specified vegetation as demonstrated by the growth of healthy vegetation on it. The topsoil shall meet the requirements shown in the table below. The sum of the combined percentages of all sand, silt, and clay components utilized in any topsoil mixture shall be no less than 90% of the total weight of the mixture.

Requirement	Measurement	Range
pH		5.0-7.3
Clay	Weight	5%-30%
Silt	Weight	30%-80%
Sand	Weight	5%-50%
Organic Material	Weight	3%-10%
Phosphorus	Weight	46-110 ppm/92-220 lb/ac
Potassium	Weight	105-250 ppm/210-500 lb/ac

Topsoil testing to verify compliance with specifications will be conducted by Owner after installation. In situ soil amendments to meet specifications are acceptable.

Failed Material will be handled in accordance with INDOT Standard Specification 105.03

Attachments: L101 - Centerstone Landscape Plan - Topsoil Requirements Markup

ISSUED:

RECEIVED:

By: Cecil A. Penland III
 Engineer (Authorized Signature)

By: _____
 Contractor (Authorized Signature)

Title: **Partner**

Title:


Date: **November 6, 2023**

Date:






CLIENT:

 CITY OF
BLOOMINGTON

Bloomington, IN
47403

CERTIFIED BY:



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**HOPEWELL INFRASTRUCTURE & SITE
ENGINEERING
PHASE 1 EAST - RE-BID**

**CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403**

L101



Milestone Contractors, L.P. Submittal Form

DATE: 6/27/2024

Contract No.:

MCLP Job No.:

Project Title: HOPEWELL PHASE 1 EAST From: THOMAS GOTT

Submittal Number: #99

Submittal Information:

Owner: CITY OF BLOOMINGTON

Architect/Engineer/ REA/SHREWSBERRY/

Specification: topsoil Title; topsoil

Manufacture: GREENDELL

Supplier:

Subcontractor:

Notes:
For approval

☒ Response Required

Reply:



Milestone Contractors, L.P.

Submittal Form

Signed By

Date of Reply

Cc: Project Owner Project File Job File

Report Number
F24158-0230
Account Number
18198



Resolution 24-69
3505 Conestoga Dr.
Fort Wayne, IN 46808
260.483.4759
algreatlakes.com

To: GREENDELL MULCH & MIX
749 W STATE ROAD 42
MOORESVILLE, IN 46158-6045

Date Received: 6/6/2024

Date Reported: 6/10/2024

Page: 1 of 1

Attn: FRANK GEISKING

SOIL TEST REPORT

Sample ID	Lab Number	Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	Soil pH	Buffer pH	CEC meq/100g	Percent Cation Saturation				
			Bray-1 Equiv ppm-P	Bray P2 ppm-P								% K	% Mg	% Ca	% H	% Na
GLS 6-24	80066	2.1	29 M		✓ 190 H	✓ 260 H	1400 M	15 VL	7.0 ✓		9.7	5.0	22.3	72.0		0.7
		Per spec. 32 9133 Article 2.1(A)(3), topsoil organic mater shall be 6-15%		basis-of-design: 3-5%		Per spec. 32 9133 Article 2.1(A)(3), calcium shall be 1600 ppm										

VL = Very Low L = Low M = Medium H = High VH = Very High

Sample ID	Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmhos/cm	Nitrate NO ₃ -N ppm	Ammonium NH ₄ -N ppm	Bicarb-P P ppm					Comments
GLS 6-24							0.1 VL ✓								

Report reviewed and approved by our professional agronomy staff.

A&L-R

Report Number
F24158-0230
Account Number
18198



Resolution 24-69
Exhibit A
3505 Chestnut Dr.
Fort Wayne, IN 46808
260.483.4759
algreatlakes.com

To: GREENDELL MULCH & MIX
749 W STATE ROAD 42
MOORESVILLE, IN 46158-6045

Attn: FRANK GEISKING

REPORT OF ANALYSIS

Date Received: 06/06/2024

Date Reported: 06/10/2024 Page: 1 of 1

Lab Number	Sample ID	Analysis	Result	Unit	Method
80066	GLS 6-24	Sand	34	%	Bouyoucos 1962
		Silt	44	%	Bouyoucos 1962
		Clay	22	%	Bouyoucos 1962
		Soil Textural Classification	✓ Loam		USDA-NRCS

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<h2 style="text-align: center;">PCO Pricing Sheet</h2>				
	www.milestonelp.com		Date: July 1, 2024				
			Pages: 1				
To: ROY ATEN/CITY OF BLOOMINGTON Attn: Mr. ROY ATEN			Project: HOPEWELL PHASE 1 EAST				
			Description: TOPSOIL MADISON STREET				
Est. No.			Ref: TOPSOIL Qty: 100.00 CY				
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:							
						\$	3,600.00
						Material Subtotal \$	3,600.00
Trucking Total Trucking cost from Attached Sheets:							
						\$	1,312.50
						Trucking Subtotal \$	1,312.50
Subcontractor Total Trucking cost from Attached Sheets:							
						\$	-
						Subcontractor Subtotal \$	-
						Subtotal \$	4,912.50
						Bond (.75% rate) 10% \$	40.53
						Labor Markup 20% \$	-
						Equipment Markup 12% \$	-
						Material Markup 12% \$	432.00
						Trucking Markup 12% \$	432.00
						Subcontract Markup 7% \$	-
						Total \$	5,817.03
						Unit Price \$	58.17
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:		TOPSOIL FOR MADISON STREET					
Date: July 1, 2024							
Terms: Upon Receipt							
Submitted By: THOMAS GOTT		Approved By:		Date			
		Printed:		Date			

Report Number
F23334-0221
Account Number
67065



Resolution 24-69
3505 Cornerpoint Dr.
Fort Wayne, IN 46808
260.483.4759
algreatlakes.com

Exhibit A

To: PATRIOT ENG & ENV, INC
STE 1
3900 W INDUSTRIAL BLVD
BLOOMINGTON, IN 47403-5150
Attn: PAIGE LENNON

For: HOPEWELL

Farm: 22-0925-11C
Field: ONSITE STOCKPILES

Date Received: 11/30/2023
Date Reported: 12/04/2023
P.O. Number: 22-0925-11C

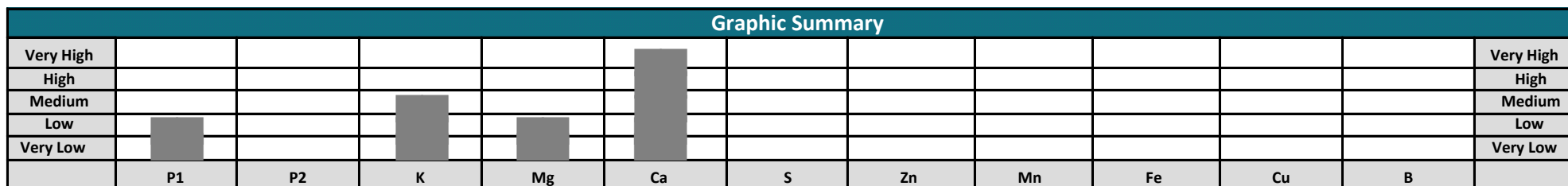
Sample ID: 1

Lab Number: 35624

SOIL TEST REPORT

Page: 1 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
5.7	15		165	140	3800		8.1		20.6	2.1	5.7	92.3		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO ₃ -N ppm	Ammonium NH ₄ -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm				Aluminum Al-M3 ppm



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P ₂ O ₅	Potash K ₂ O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	2	0						
Lawn - Maintenance			0	4	2	1	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

Sample 1: LAWN - Split the recommended amount into 3-4 applications during a growing season.

Sample 1: LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

Sample 1: LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

Sample 1: Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.

Report Number
F23334-0221
Account Number
67065



Resolution 24-69
3505 Cornerstone Dr.
Fort Wayne, IN 46808
260.483.4759
algreatlakes.com

Exhibit A

To: PATRIOT ENG & ENV, INC
STE 1
3900 W INDUSTRIAL BLVD
BLOOMINGTON, IN 47403-5150
Attn: PAIGE LENNON

For: HOPEWELL

Farm: 22-0925-11C
Field: ONSITE STOCKPILES

Date Received: 11/30/2023
Date Reported: 12/04/2023
P.O. Number: 22-0925-11C

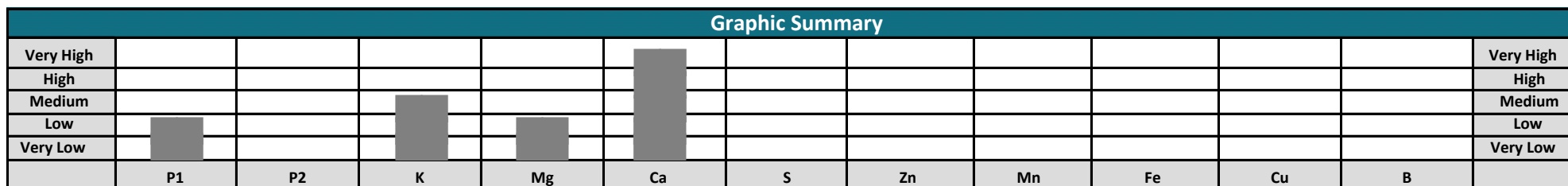
Sample ID: 2

Lab Number: 35625

SOIL TEST REPORT

Page: 2 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
5.3	12		169	145	3750		8.0		20.4	2.1	5.9	91.9		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO ₃ -N ppm	Ammonium NH ₄ -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm				Aluminum Al-M3 ppm



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P ₂ O ₅	Potash K ₂ O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	2	0						
Lawn - Maintenance			0	4	2	1	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

Sample 2: LAWN - Split the recommended amount into 3-4 applications during a growing season.

Sample 2: LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

Sample 2: LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

Sample 2: Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.

Report Number
F23334-0221
Account Number
67065



Resolution 24-69
3505 Cornerstone Dr.
Fort Wayne, IN 46808
260.483.4759
algreatlakes.com

Exhibit A

To: PATRIOT ENG & ENV, INC
STE 1
3900 W INDUSTRIAL BLVD
BLOOMINGTON, IN 47403-5150
Attn: PAIGE LENNON

For: HOPEWELL

Farm: 22-0925-11C
Field: ONSITE STOCKPILES

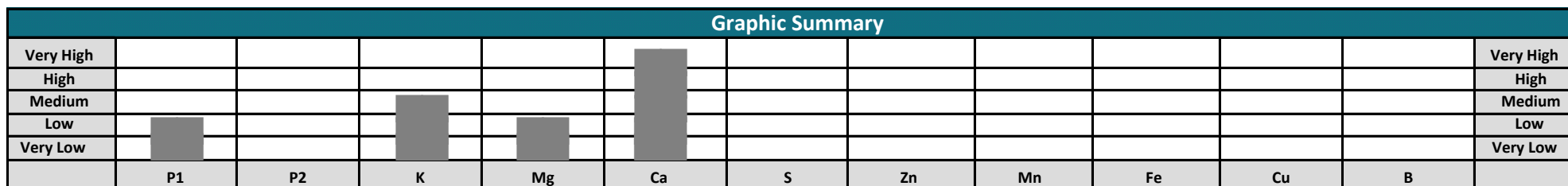
Date Received: 11/30/2023
Date Reported: 12/04/2023
P.O. Number: 22-0925-11C

Sample ID: 3 Lab Number: 35626

SOIL TEST REPORT

Page: 3 of 3

Test Results														
Organic Matter %	Phosphorus		Potassium K ppm	Magnesium Mg ppm	Calcium Ca ppm	Sodium Na ppm	pH		CEC meq/100g	Cation Saturation				
	Bray-1 Equiv ppm-P	Bray P2 ppm-P					Soil pH	Buffer pH		% K	% Mg	% Ca	% H	% Na
4.0	18		116	185	3500		8.0		19.3	1.5	8.0	90.5		
Sulfur S ppm	Zinc Zn ppm	Manganese Mn ppm	Iron Fe ppm	Copper Cu ppm	Boron B ppm	Soluble Salts (1:2) mmho/cm	Nitrate NO ₃ -N ppm	Ammonium NH ₄ -N ppm	Bicarbonate-P P ppm	Chloride Cl ppm				Aluminum Al-M3 ppm



Soil Fertility Recommendations - Pounds per 1,000 Square Feet													
Intended Crop	Yield Goal	Previous Crop	Lime	Nitrogen N	Phosphate P ₂ O ₅	Potash K ₂ O	Magnesium Mg	Sulfur S	Zinc Zn	Manganese Mn	Iron Fe	Copper Cu	Boron B
Lawn - Establishment			0	2	4	4	0						
Lawn - Maintenance			0	4	2	3	0						

Report reviewed and approved by our professional agronomy staff.

A&L-GLAWN

Sample 3: LAWN - Split the recommended amount into 3-4 applications during a growing season.

Sample 3: LAWN - The soil pH is high (alkaline soil) and may cause chlorosis (yellowing) of the grass. Apply an iron-containing fertilizer 2 to 3 times per year to improve color.

Sample 3: LAWN SEEDING - Apply and incorporate the recommended amount before seeding.

Sample 3: Because of the high alkaline soil, pH adjustment is recommended. Apply and till in 10 lbs of elemental sulfur per 1000 sq. ft. Additional applications of 10 lbs of elemental sulfur per year in the fall may be needed until the desired pH is achieved.



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. Laffayette, IN
Change Order	26
Status	Pending
Date Created	08/23/2024
Type	Other
Summary	New pay item to account for Bollard correction from previous CO.
Change Order Description	<p>During the creation of the Field Order and associated Change Order to modify the Removable Bollards, it was not readily observed that a misunderstanding of the work and quantity being requested was not exactly what the Contractor provided in the quote.</p> <p>As work progressed in the field with the bollard installation, it became apparent that the quantity and location modifications previously requested did not match the materials that had been received on site. Further review yielded the fact that Milestone had provided a priced based on their understanding of the quantities, but the quantity was not what the Field Order was requesting. All parties are in agreement that a clear misunderstanding is what took place between all involved. Milestone has provided further documentation to support the request to be compensated for the additional 4 bollards.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$5,175.08
Revised Project Amount	\$13,700,666.18

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0330	802-03896	EACH	4.000	\$1,293.770	\$5,175.08
BOLLARD					
Reason: - Additional Sleeve Quantity needed.					
1 item					Total: \$5,175.08

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	10.0 Days	11/14/2024
Substantial Completion Date				
Reason: Procurement & Phasing Delays.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
11-7-23_Milestone_-_Orig_Bollard_Material_Quote_-_Hopewell.pdf	11-7-23 Milestone - Orig Bollard Material Quote - Hopewell.pdf	The original material quote to Milestone from the supplier on 11-7-23, provided for comparison in the 7-26-24 email from Gott-Dierkes.	09/19/2024 10:19 AM
3 attachments			

Document	Name	Description	
			EDT
7-29-24_Milestone_Shallow_Bollar d_Quote_-_Hopewell.pdf	7-29-24 Milestone Shallow Bollard Quote - Hopewell.pdf	Attachment to Gott-Dierkes email with 7-29-24 Revised Material costs.	09/19/2024 10:16 AM EDT
7-29-24_Spec_S-20_Shallow_Remova ble_Post-Sale.pdf	7-29-24 Spec S-20 Shallow Remova ble Post-Sale.pdf	2nd attachment to 7-30-24 email Gott-Dierkes with the Shallow Bollard Info / Spec.	09/19/2024 10:17 AM EDT
3 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Project Quotation

TrafficGuard® Inc.
PO Box 201, Geneva, Illinois 60134
www.trafficguard.net
sales@trafficguard.net
877-727-7347 FAX: 800-814-7194



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

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

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

This bid is valid 30 days

We accept Visa, MasterCard & American Express

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

Project Quotation

TrafficGuard® Inc.
PO Box 201, Geneva, Illinois 60134
www.trafficguard.net
sales@trafficguard.net
877-727-7347 FAX: 800-814-7194



Created Date 7/29/2024 Quote Number 24-18645
Project Name Milestone Contractors North Inc.-Milestone
Contractors North Inc.-#2

Materials				
Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 P02 HL	Galvanized ground sleeve filler piece for flush mount when bollard is removed.	\$418.00	8.00	\$3,344.00
HL 2008 W02 18	Heavy Traffic" Galvanized, 18 inch tall ground sleeve with welded in place stop pins.	\$849.00	8.00	\$6,792.00

Subtotal \$10,136.00
Shipping and Handling \$168.00
Grand Total \$10,304.00

This bid is valid 30 days

We accept Visa, MasterCard & American Express

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

Project Quotation

TrafficGuard® Inc.
PO Box 201, Geneva, Illinois 60134
www.trafficguard.net
sales@trafficguard.net
877-727-7347 FAX: 800-814-7194



Created Date 7/24/2024 Quote Number 24-18621
Project Name Milestone Contractors North Inc.-Milestone
Contractors North Inc.

Materials				
Product	Product Description	Sales Price	Quantity	Total Price
HL 2008 P02 HL	Galvanized ground sleeve filler piece for flush mount when bollard is removed.	\$418.00	4.00	\$1,672.00
HL 2008 S30 W02 24	Heavy Traffic" Galvanized, 24 inch tall ground sleeve with welded in place stop pins.	\$707.00	4.00	\$2,828.00

Subtotal \$4,500.00
Shipping and Handling \$168.00
Grand Total \$4,668.00

This bid is valid 30 days

We accept Visa, MasterCard & American Express

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



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. Laffayette, IN
Change Order	25
Status	Pending
Date Created	08/23/2024
Type	Errors and Omissions
Summary	Grade Discrepancies found between the Hopewell Project and the adjacent project design surfaces.
Change Order Description	<p>As multiple projects that are located adjacent to The Hopewell Infrastructure, Phase 1 East Project were progressing in the design process or others were moving into the start of construction, it became apparent that there existed an elevation differential between the survey / design surface datum. While under review, it was discovered that The Hopewell project was the project that was approximately 0.61 feet in elevation lower than all the other adjacent projects.</p> <p>After much review and discussion, it was learned that the correction to this problem would involve the removal of approximately 100 Lineal Feet of Concrete Curb that had already been installed on the south end of Madison St. The alignment of the curbs remain the same as the original plan, but require the transition of the elevations from the approximate STA of 21+00 to the south match line of the 1st Street Project. The corrective efforts necessary to remedy the problem will be paid under existing items and isolated to this Change Order.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$1,500.00

Revised Project Amount \$13,696,991.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	202-02278	LFT	\$15.000	3,398.000	\$50,970.00	100.000	\$1,500.00	3,498.000	\$52,470.00
CURB, REMOVE									
Reason: Madison St., curb grade correction to planned curb already installed at the 1st St. approach / match line.									
1 item			Totals		\$50,970.00		\$1,500.00		\$52,470.00

Attachments

Document	Name	Description	Submission Date
FO_38_-_1st_St___Madison_Intersection_Updates_-_2024-07-31.pdf	FO 38 - 1st St & Madison Intersection Updates - 2024-07-31.pdf	Copy of Field Order 38 to outline the needed grade revisions to the Madison and 1st Street grade discrepancies.	09/18/2024 03:52 PM EDT
1 attachment			

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

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

Field Order No. 38

Date of Issuance:	July 31, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	<u>N/A</u>	<u>C105 & C107</u>
	Specification(s)	Drawing(s) / Detail(s)



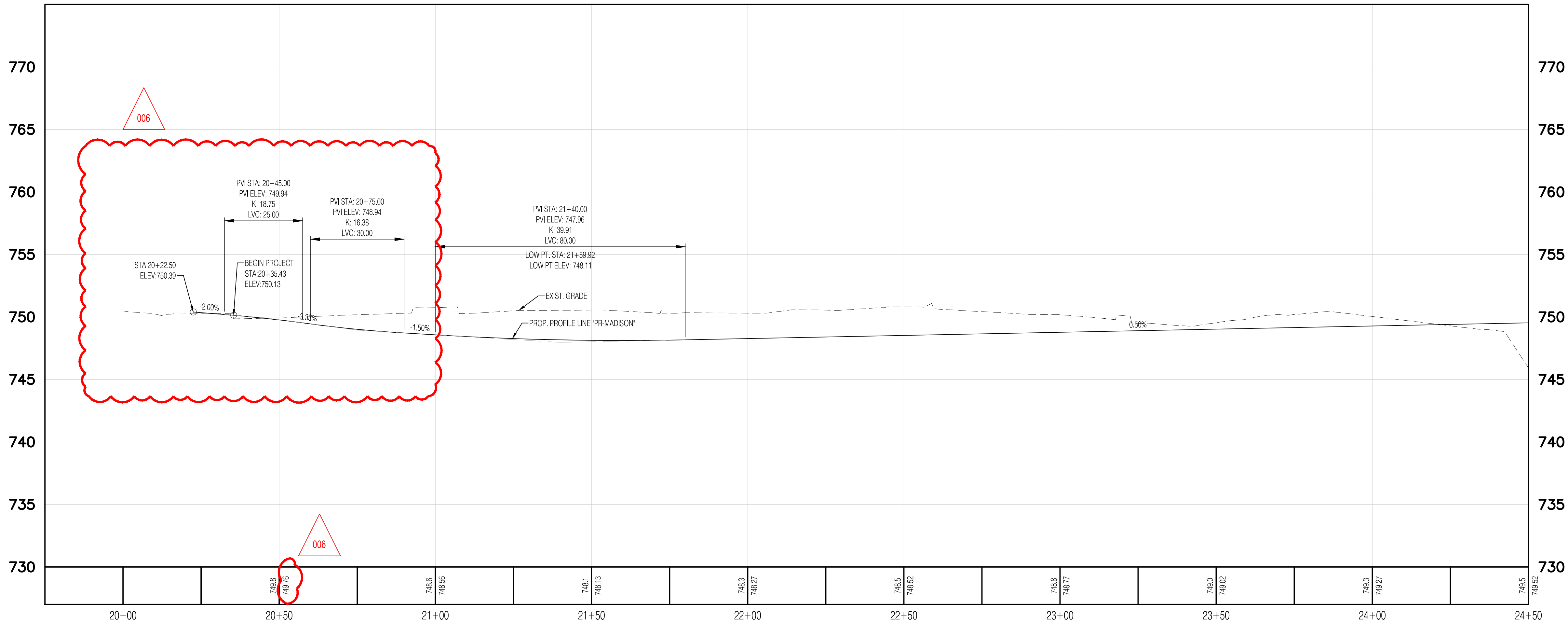
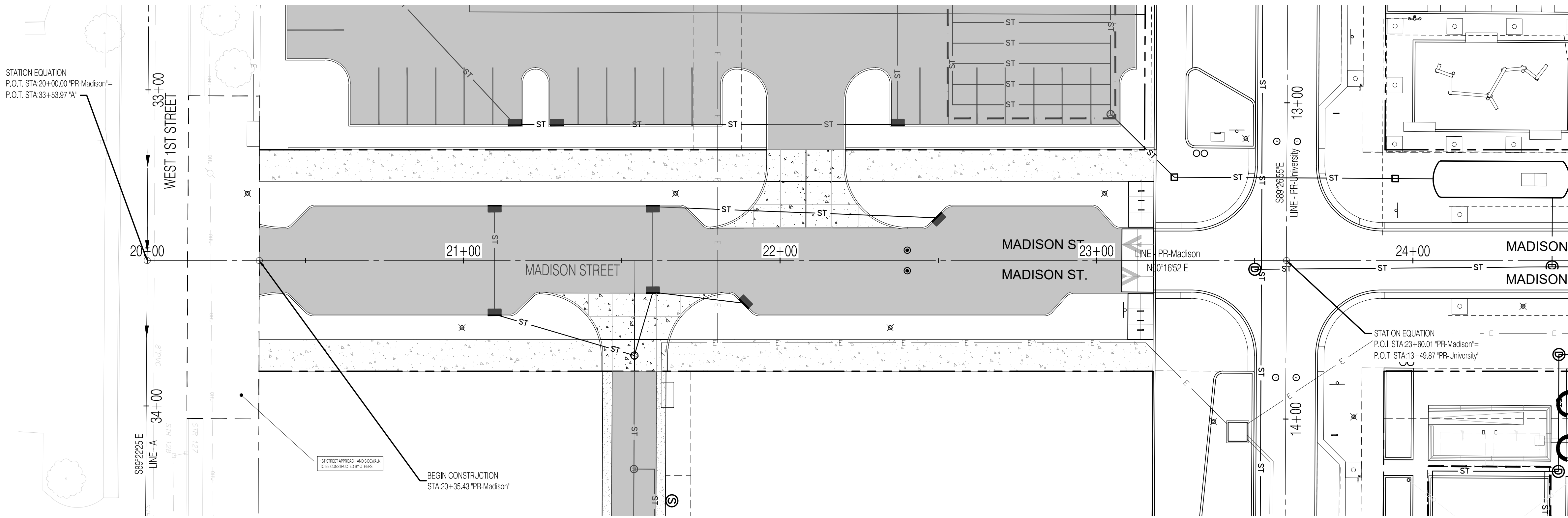
Description: A discrepancy in the horizontal datum was identified between the Hopewell Phase 1 East project and the 1st Street Reconstruction project. This discrepancy resulted in an apparent elevation difference of 0.61’ between the two projects. This elevation difference was determined to impact the Hopewell Phase 1 East tie-in elevation at the 1st Street and Madison Street intersection. To correct this the Madison Street profile was adjusted to raise the tie-in point at 1st St by 0.61’.

This correction will result in the removal and reconstruction of vertical curbs on the north and south side of Madison St starting at STA 21+00. The sidewalk constructed on the north side of Madison St shall remain as constructed.

Attachments: C105 – Madison Street Plan & Profile
C107 – Madison Street Spot Elevation Detail

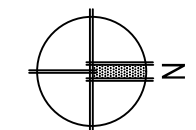
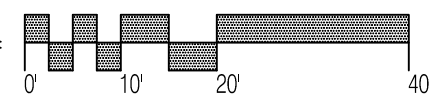
ISSUED:	RECEIVED:
By: <u>Cecil A. Penland III</u>	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Landscape Architect	Title:
Date: July 31, 2024	Date:

CC: Roy Aten, City of Bloomington
Andrew Cibor, City of Bloomington



ROADWAY PLAN

Scale: 1" = 20'-0"



REVISIONS

NO.	DATE	DESCRIPTION
006	7/28/24	REISED PROFILE

CLIENT:



DESIGN TEAM:



CERTIFIED BY:



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HOPEWELL INFRASTRUCTURE & SITE
ENGINEERING
PHASE 1 EAST - RE-BID

CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS:	

RE-BID

SHEET TITLE:
MADISON STREET PLAN &
PROFILE

SHEET NO.:
C105

REVISIONS

NO.	DATE	DESCRIPTION
006	7/28/24	REMOVED SPOT ELEVATIONS

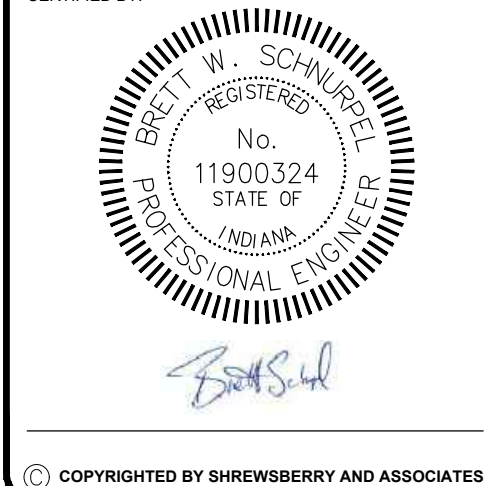
CLIENT:



DESIGN TEAM:



CERTIFIED BY:



© COPYRIGHTED BY SHREWSBERRY AND ASSOCIATES

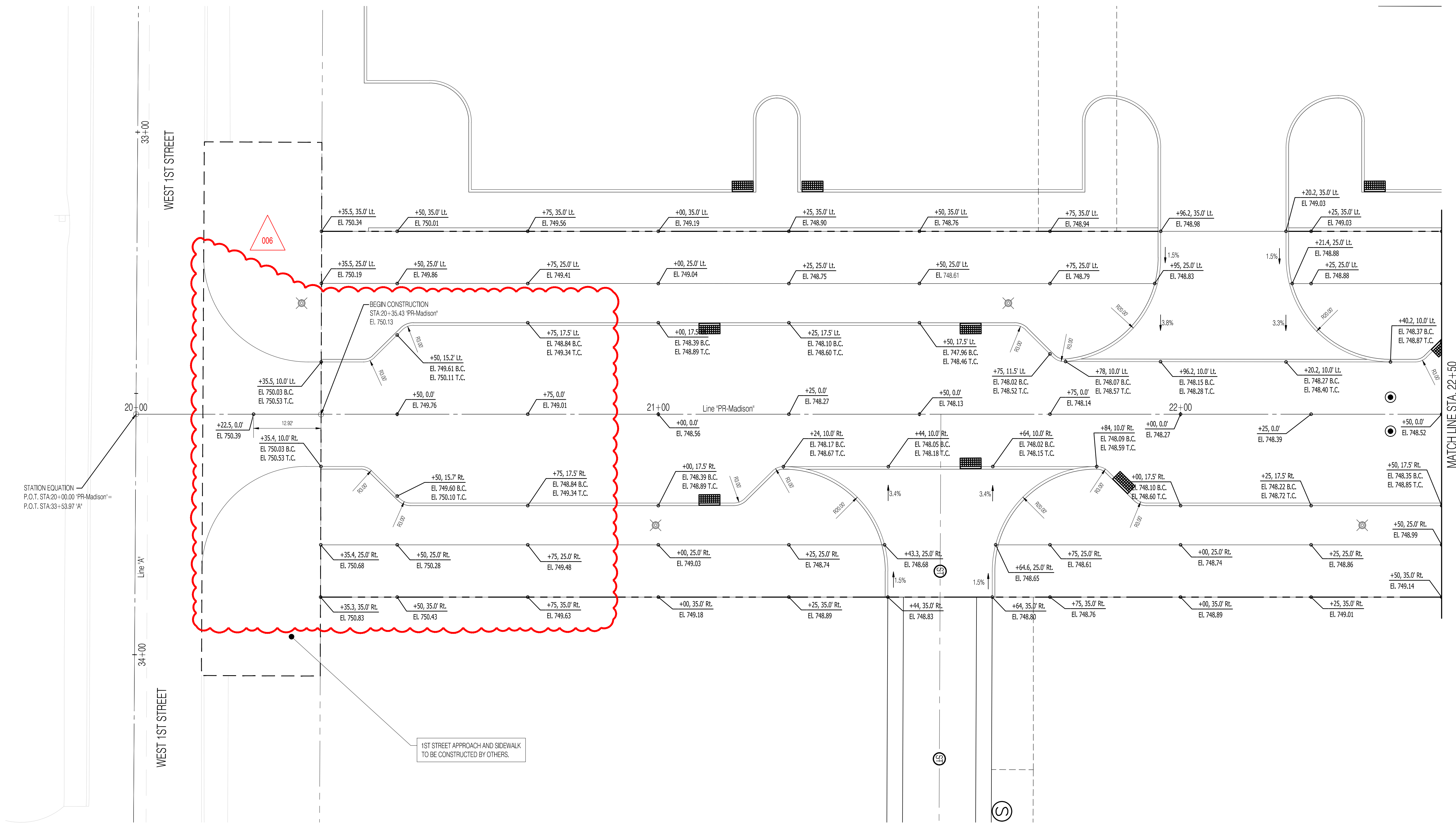
HOPEWELL INFRASTRUCTURE & SITE
ENGINEERING
PHASE 1 EAST - RE-BID
CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 03/15/2023	PROJECT NO.: 21-0049
DRAWN BY: ###	CHECKED BY: ###
DRAWING STATUS:	

RE-BID

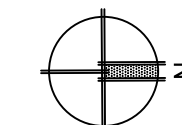
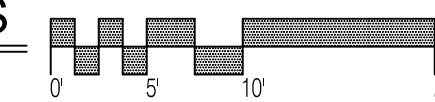
SHEET TITLE:
MADISON STREET SPOT
ELEVATION DETAIL

SHEET NO.:
C107



SPOT ELEVATION DETAILS

Scale: 1" = 10'-0"





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. Laffayette, IN
Change Order	27
Status	Pending
Date Created	08/23/2024
Type	Errors and Omissions
Summary	New Item for Paver Grate for the Trees with an increase in Material Cost.
Change Order Description	<p>There are 2 items that exist for Paver Grates for the Hopewell Phase 1, East Project. The first of the 2 existing items listed on the Schedule of Items is Item #148 for Paver Grate, Type 1 is 10.0 Each at a unit cost of \$5,500.00 / EA. The second of the 2 existing items listed on the Schedule of Items is Item #149 for Paver Grate, Type 2 is 24.0 Each at a unit cost of \$6,000.00 / EA. The error that this Change Order is being created to correct is that there are a total of 41 Tree Grates identified on the plans.</p> <p>After review, the planned design is still the preferred course of action. There would be an increase in cost to the contract by the defined Line item and unit cost, we discovered that the supplier would no longer honor the quoted pricing for the Paver Grate products and associated materials since the quote had been issued over a year ago.</p> <p>Two additional work days will be added with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$44,744.98
Revised Project Amount	\$13,740,236.08

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0340	622-04648	EACH	7.000	\$6,392.140	\$44,744.98
TREE GRATE					
Reason: - Additional, with Material Mark-up					
1 item					Total: \$44,744.98

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
Reason: Material Procurement & Phasing Delays.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
Milestone_-_Change_Order_Request_Unit_Price_and_Added_Days_for_Tree_Grates.pdf	Milestone - Change_Order_Request_Unit Price and Added Days for Tree Grates.pdf	Milestone CO Request form, outlining the new unit cost, total CO cost and the addition of 2 days to the Contract Completion Date.	09/18/2024 04:49 PM
3 attachments			

Document	Name	Description	Submission Date
			EDT
Milestone_-_Unit_Pricing_INDOT_CO_for_Tree_Grates__002_.pdf	Milestone - Unit Pricing INDOT CO for Tree Grates (002).pdf	Milestone Unit Cost break-down supporting document with 2 additional days requested.	09/18/2024 04:50 PM EDT
Tree_Grate_-_Requested_Days_of_2.pdf	Tree Grate - Requested Days of 2.pdf	Milestone table of Requested Extra days per Project Change Orders. 2 days requested for CO 27 regarding Additional Tree Grates.	09/18/2024 04:51 PM EDT
3 attachments			

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

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

CHANGE ORDER REQUEST FORM

CONTRACT NO.

HOPEWELL

DATE OF SUBMISSION

August 5, 2024

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	HOPEWELL PHASE 1 EAST
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	ADDED ADDITIONAL 7 TREE GRATES
PROPOSED SOLUTION SUMMARY	Click here to enter text.

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	July 12, 2024	CHANGE ORDER TYPE	104.03 Extra Work
----------------------	---------------	-------------------	-------------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$

\$56,935.K71

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay CostsPROPOSED COST CHANGE INCLUDES: ☐ Labor ☐ Material ☐ Equipment ☐ Lease Agreement ☒ SubcontractorTIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

2

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.

CHANGE ORDER REQUEST FORM

<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
--	---------------	--	---------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

QUANTITY OF 7 TREE GRATES WERE NOT ACCOUNTED FOR ON ORIGINAL PAY ITEMS. CHANGE ORDER WAS SENT IN TO ACCOMADATE AND ALSO REQUESTING FOR 2 ADDITIONAL DAYS TO INSTALL THESE

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.

SIGNATURE

Contractor:

Name: (print) THOMAS GOTT _____

(signature) _____ Date: 8/5/2024

THOMAS GOTT _____

CHANGE ORDER REQUEST FORM


NOTE: The Contractor should retain a signed copy of this document for record.

CONTRACT NO.

[Click here to enter text.](#)

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<h2 style="text-align: center;">PCO Pricing Sheet</h2>				
	www.milestonelp.com		Date: August 5, 2024				
			Pages: 1				
To: CITY OF BLOOMINGTON Attn: ROY ATEN		Project: HOPEWELL PHASE 1 EAST					
		Description: TREE GRATES					
		ADDED DAYS: 2					
Est. No.		Ref: ADD TREE GRATES		Qty: 7.00 TOTAL			
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 \$ 43,686.43	
Trucking							
Total Trucking cost from Attached Sheets:							
Trucking						Trucking Subtotal	
Subcontractor							
Total Trucking cost from Attached Sheets:							
						Subcontractor Subtotal	
						Subtotal \$ 43,686.43	
						Bond (.75% rate) 10% \$ 360.41	
						Labor Markup 10% \$ -	
						Equipment Markup 10% \$ -	
						Material Markup 10% \$ 4,368.64	
						Trucking Markup 10% \$ -	
						Subcontract Markup 10% \$ -	
						Total \$ 48,415.49	
						Unit Price \$ 6,916.50	
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:							
Date: July 24, 2024		ADDED DAYS 2 TOTAL					
Terms: Upon Receipt							
Submitted By: THOMAS GOTT		Approved By:		Date			
		Printed:		Date			

REQUESTED DAYS

CHANGE ORDER	DAYS REQUESTED
BOLLARDS CO	4 DAYS - ONGOING
BOX CULVERT CO	3 DAYS - FINISHED
FIELD ORDER #26	3 DAYS – ONGOING
UNDERCUT CO	4 DAYS – CO SENT IN FOR REVIEW
MOVING STOCKPILES	6 DAYS - ONGOING
TREE GRATES	2 DAYS

TOTAL REQUESTED DAYS= ~~20 DAYS~~ 22 DAYS



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. Laffayette, IN
Change Order	28
Status	Pending
Date Created	09/05/2024
Type	Scope Changes
Summary	Communication Cables
Change Order Description	<p>This Change Order will account for the additional work requested by Field Order 36 for the installation of two (2) Cat6A cables in each of the low voltage conduits (labeled PoE) depicted on E201 – Site Systems Plan and E202 – Site Systems Plan. (as shown on the exhibit included in the attached FO 36, with the cut sheet for the preferred, shielded cable.) The contractor shall provide adequate cable at each pole location to allow for the future connection to cameras and wireless access points (provided by others) at the top of the poles. All work shall be done in accordance with the City of Bloomington ITS Cabling Policy, attached. The work & pricing shall include the installation of a twelve-gauge tracer wire in the empty 1" low voltage and " power conduits that run from the utility enclosure east to the east end of the gathering lawn in the east block of University St. as shown on E202 – Site Systems Plan.</p> <p>No additional contract time is being considered with this Change Order.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$12,031.27
Revised Project Amount	\$13,707,522.37

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0360	809-07115	LS	1.000	\$12,031.270	\$12,031.27
ITS VIDEO SURVEILLANCE					
1 item					Total: \$12,031.27

Attachments

Document	Name	Description	Submission Date
Email_from_Penland_for_CO_28_-_LOW_VOLTAGE_CAT6A_OSP_on_Hopewell.pdf	Email from Penland for CO 28 - LOW VOLTAGE CAT6A OSP on Hopewell.pdf	7-31-24 email from REA to City advising of the new pricing from Milestone / Electric Plus for the work requested by FO 36.	09/20/2024 11:56 AM EDT
FO_36-Low_Voltage_Conduit_Cat6A_Cable_-_2024-06-04.pdf	FO 36-Low Voltage Conduit Cat6A Cable - 2024-06-04.pdf	Field Order 36 outlining the request for additional work to the contract and the need for a new item & price quote.	09/20/2024 11:55 AM EDT
INDOT_CHANGE_ORDER_LOW_VOLTAGE.pdf	INDOT CHANGE ORDER LOW VOLTAGE.pdf	Lump Sum Price for the additional work requested by The City to have low voltage cable ran that was not previously identified in the original scope of work.	09/20/2024 11:39 AM EDT
Low_Voltage_Quote_from_E+_to_Milestone_-_Exterior_Wap_Cam_Cabling_CAT6_-_Hopewell.pdf	Low Voltage Quote from E+ to Milestone - Exterior Wap_Cam Cabling CAT6 - Hopewell.pdf	Supporting price from Electric Plus to Milestone, attached to 7-31-24 REA Email.	09/20/2024 11:57 AM EDT
4 attachments			

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

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

Field Order No. 36

Date of Issuance:	June 4, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	<u>N/A</u>	<u>E201 & E202</u>
	Specification(s)	Drawing(s) / Detail(s)



Description: The City would like to solicit a cost proposal from the Contractor for the installation of two (2) Cat6A cables in each of the low voltage conduits (labeled PoE) depicted on E201 - Site Systems Plan and E202 - Site Systems Plan. Please find the attached cut sheet for the preferred, shielded cable. The contractor shall provide adequate cable at each pole location to allow for the future connection to cameras and wireless access points (provided by others) at the top of the poles. All work shall be done in accordance with the City of Bloomington ITS Cabling Policy, attached.

In addition, please provide a cost proposal for the installation of a twelve-gauge tracer wire in the empty 1" low voltage and ¾" power conduits that run from the utility enclosure east to the east end of the gathering lawn in the east block of University St. as shown on E202 - Site Systems Plan.

(2)
Attachments: trueCABLE Cat6A Riser Shielded Cut Sheet
City of Bloomington ITS Cabling Policy

ISSUED:	RECEIVED:
By: <u>Cecil A. Penland III</u>	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)

Title: Landscape Architect	Title:
Date: June 4, 2024	Date:

CC: Roy Aten, City of Bloomington
Andrew Cibor, City of Bloomington

Cat6A Riser Shielded

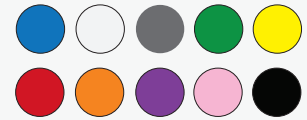
23AWG • 4 Twisted Pairs • CMR
F/UTP • 750MHz • Solid Copper



Lengths Available

• 1000ft

Jacket Colors



Key Features

- Bandwidth tested up to 750 MHz
- Suitable for 1 Gigabit and 10 Gigabit Ethernet up to 328 ft
- In compliance with ANSI/TIA 568.2-D
- RoHS-3 Compliant
- Easily identified color striped pairs
- Supports Power over Ethernet: PoE/PoE+ / PoE++ (IEEE 802.3af/at/bt) 4PPoE up to 100W
- Sequential footage markings every 2ft

Technical Data

Insulation	PE
Average Thickness (mm)	0.278
Min Point Thickness (mm)	0.255
Conductor Insulation Dia. (±0.02mm)	1.14
Twisted Pair Dia. (±0.02mm)	2.28
Ripcord	Nylon
Spline	PE
Polyethylene Tape	Yes
Shielding	F/UTP
Drain Wire - Solid Tinned Copper (mm)	0.40

Conductor	Solid Bare Copper
Size	23AWG
Conductor Dia. (±0.05mm)	0.585

Color of Pairs

Pair 1	Blue- White/Blue
Pair 2	Orange- White/Orange
Pair 3	Green- White/Green
Pair 4	Brown- White/Brown

Cable Jacket

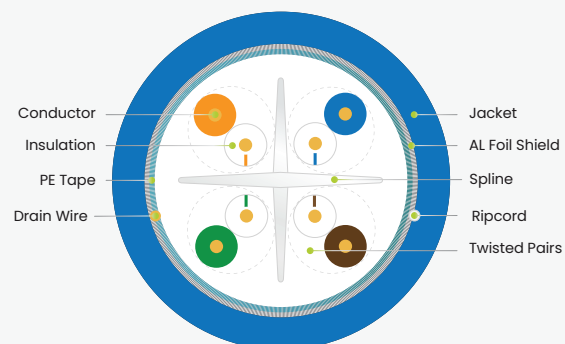
	PVC
Average Thickness (mm)	0.60
Min. Point Thickness (mm)	0.55
Outer Diameter (±0.2mm)	7.40

Standards Reference

UL-444 /
cETLus

ANSI/TIA
568-2.D

ISO/IEC
11801



Print Legend

trueCABLE CAT6A CMR F/UTP 75°C 4PR 23AWG c(ETL)us VERIFIED to ANSI/TIA 568-2.D 750MHz ROHS-3 XXXXT MM/YY

Cat6A Riser Shielded

23AWG • 4 Twisted Pairs • CMR
F/UTP • 750MHz • Solid Copper



Lengths Available

• 1000ft

Jacket Colors



Electrical Characteristics

PoE Certification	PoE/PoE+/PoE++ 4PPoE
Maximum PoE Wattage	100W
PoE Application Compatibility	802.3af/at/bt Type 4
TIA 568-2.D Cat6A Permanent Link +PoE	CERTIFIED
Maximum Application Speed @ 295ft	10GBASE-T
Nominal Velocity of Propagation (NVP)	70
Maximum Operating Voltage	300V
1.0 - 750MHz Impedance (Ω)	100 \pm 15
Maximum Operating Frequency	750MHz
1.0 - 750MHz Delay Skew (ns/100m)	\leq 45
Pair-to-Ground Capacitance Unbalance (pF/km)	\leq 3300
Max. Conductor DC Resistance 20°C (Ω /km)	68



Mechanical & Environmental Operating Parameters

Test Object	Jacket	Aging Condition (°C x hrs)	100 x 168
Test Material	PVC	After Tensile Strength (Mpa)	\geq 85% of unaged
Before- Tensile Strength (Mpa)	\geq 13.8	Aging Condition - Elongation (%)	\geq 50% of unaged
Aging- Elongation (%)	\geq 100	Cold Bend (-20 \pm 2°C x 4hrs)	No Crack
Min. Bend Radius	5.0cm/2.00in	Operating & Storage Temp.	-40°C to 75°C -40°F to 167°F
Max. Installation Tension	110N/25lb-ft	Installation Temp.	-20°C to 75°C -4°F to 167°F

Tested Compatible Accessories

Product

Part Number

Cat6A Toolless Keystone Jack Shielded	6ASTL90CMPT
Cat6/6A Pass Through RJ45 Connectors Shielded	LGEGPTRJ45
Cat6A Field Term Plug Shielded	6ASFT
Conductive Copper Fabric Strips	CUSTrips_100pc
Large Slip-On RJ45 Strain Relief Boot 8.00mm	LGLSLIP

Last Updated
3/19/2024

*Specs subject to
change without notice.
Current version available
at www.trueCABLE.com



**Cable ID: 6ASCMR STP JACK > STP RJ45 JACKET DATE 01/22****Test Limit: TIA Cat 6A MPTL (+PoE)**

Limits Version: V7.6

Date / Time: 02/14/2022 12:58:42 PM

Operator: DON S

Headroom 3.0 dB (NEXT 3,6-7,8)

Cable Type: Cat 6A F/UTP

NVP: 70.0%

Main: Versiv

S/N: 1924100

Software Version: V6.7 Build 1

Calibration Date: 11/14/2020

Adapter: DSX-8000 (DSX-PLA804)

S/N: 4523169

Test Summary: PASS

Remote: Versiv

S/N: 1917273

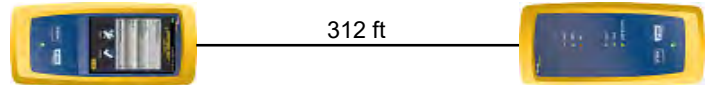
Software Version: V6.7 Build 1

Calibration Date: 11/14/2020

Adapter: DSX-8000R (DSX-PC6A)

S/N: 4716155

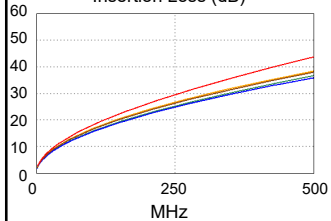
Length (ft), Limit 295	[Pair 4,5]	312
Prop. Delay (ns), Limit 498	[Pair 1,2]	489
Delay Skew (ns), Limit 44	[Pair 1,2]	36
Resistance (ohms), Limit 21.00	[Pair 1,2]	13.10
Resist. Unbal. (ohms)	[Pair 3,6]	0.135
Resist. P2P Unbal. (ohms)	[Pair 1,2-4,5]	0.219
Insertion Loss Margin (dB)	[Pair 1,2]	5.4
Frequency (MHz)	[Pair 1,2]	500.0
Limit (dB)	[Pair 1,2]	43.8



Wire Map (T568B)

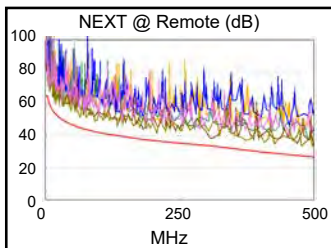
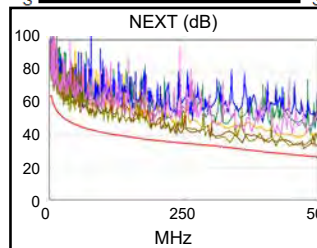
PASS

Insertion Loss (dB)

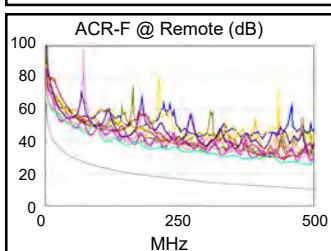
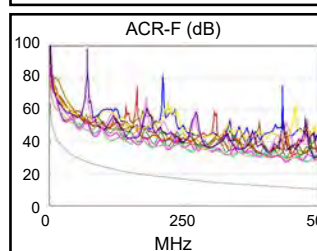


Worst Case Margin Worst Case Value

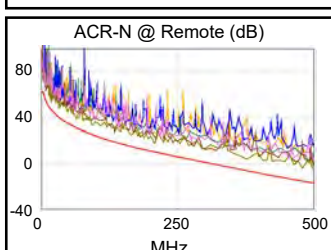
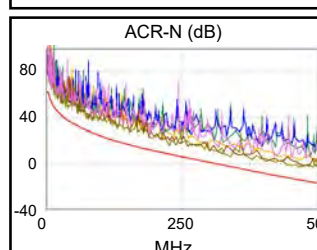
PASS	MAIN	SR	MAIN	SR
Worst Pair	3,6-7,8	3,6-4,5	3,6-4,5	3,6-4,5
NEXT (dB)	3.0	3.4	3.8	5.9
Freq. (MHz)	424.0	318.0	474.0	500.0
Limit (dB)	29.0	33.2	27.4	26.7
Worst Pair	3,6	3,6	3,6	3,6
PS NEXT (dB)	3.7	5.1	4.8	7.2
Freq. (MHz)	424.0	317.0	474.0	500.0
Limit (dB)	26.2	30.6	24.6	23.8



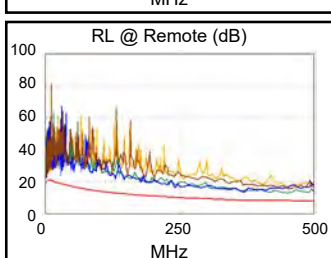
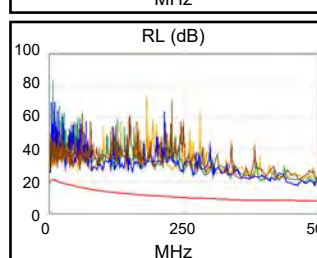
PASS	MAIN	SR	MAIN	SR
Worst Pair	4,5-1,2	4,5-7,8	4,5-7,8	4,5-7,8
ACR-F (dB)	15.8	14.9	16.1	14.9
Freq. (MHz)	442.0	489.0	479.0	489.0
Limit (dB)	11.3	10.4	10.6	10.4
Worst Pair	4,5	7,8	4,5	7,8
PS ACR-F (dB)	16.4	16.7	16.4	16.7
Freq. (MHz)	441.0	491.0	441.0	491.0
Limit (dB)	8.3	7.4	8.3	7.4



N/A	MAIN	SR	MAIN	SR
Worst Pair	3,6-7,8	3,6-7,8	3,6-7,8	3,6-7,8
ACR-N (dB)	7.5	6.8	12.4	10.9
Freq. (MHz)	336.0	17.6	490.0	478.0
Limit (dB)	-2.4	46.6	-16.3	-15.3
Worst Pair	3,6	3,6	3,6	3,6
PS ACR-N (dB)	9.2	8.7	13.3	14.3
Freq. (MHz)	226.5	17.6	500.0	500.0
Limit (dB)	5.5	44.2	-20.0	-20.0



PASS	MAIN	SR	MAIN	SR
Worst Pair	4,5	3,6	4,5	3,6
RL (dB)	9.4	4.6	9.4	4.6
Freq. (MHz)	494.0	450.0	494.0	450.0
Limit (dB)	8.0	8.0	8.0	8.0

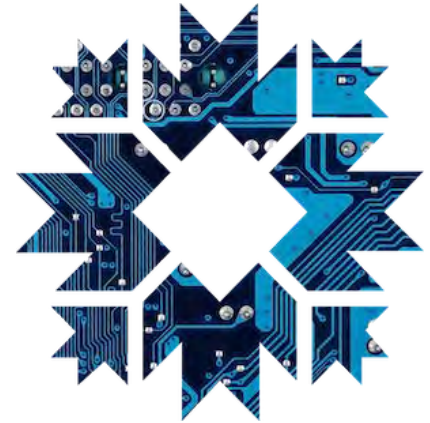


Compliant Network Standards:

10BASE-T	100BASE-TX	100BASE-T4
1000BASE-T	2.5GBASE-T	5GBASE-T
10GBASE-T	ATM-25	ATM-51
ATM-155	100VG-AnyLan	TR-4
TR-16 Active	TR-16 Passive	

ITS Cabling Policy

Version 1.0



Policy Owner	Infrastructure Security Team
Policy Approver(s)	Director, Information & Technology Services
Related Policies	n/a.
Related Procedures	n/a.
Document Number	Control Number
Effective Date	April 8th, 2021
Next Review Date	April 8th, 2024

Revision History

Version ID	Date of Change	Author	Rationale
1.0	4/18/2024	Rob Cronk	Draft

Purpose:

To establish principles and provisions to guide the City in the construction and ongoing management of its telecommunications cabling infrastructure.

Applies to:

City of Bloomington employees (faculty, staff, and interns), City affiliates, vendors, independent contractors, and visitors who come in contact with the City of Bloomington telecommunications cabling systems.

Definitions:

These definitions apply to institutions and regulations as they are used in this policy. Refer to ISO/IEC 11801 series to define any terms that appear in this policy that are not outlined in this section.

City Network:

The City Network infrastructure consists of the city-wide wired and wireless media used to support the transmission of information, electronic and optical distribution device hardware, distribution device control software, and the services created to support these systems. The CoB network begins at the point an end-user device located on or around City property gains access to the network; includes all

hardware and software used to establish or maintain the transport path across City property; and ends at the point where CoB's physical network attaches to external non-City networks.

City Property:

Any property owned by the City of Bloomington and managed by City services.

City of Bloomington Telecommunications Wiring Standard:

A set of rules governing the type of cabling, cabling support systems, installation practices, and installation procedures used when constructing the telecommunications delivery media. The City of Bloomington Wiring Standard incorporates advanced components, component interconnection technologies, industry codes, industry standards, and best practices, and is subject to regular revision based upon ongoing experience, new industry standards, new industry codes, and technological advances. The City of Bloomington Telecommunications Wiring Standard is based on the nationally and/or internationally-accepted codes and standard-making bodies including, but not limited to, National Electrical Code (NEC), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) Telecommunications Infrastructure Standards, Federal Communications Commission (FCC), Institute of Electrical and Electronics Engineers (IEEE), and BICSI's Telecommunications Distribution Methods Manual (BICSI TDMM) and Customer Owned Outside Plant Manual.

City of Bloomington Structured Telecommunications Cabling System:

A structured system of mixed cabling types and cabling support systems that adopts a uniform wiring standard. The primary purpose of a structured telecommunications cabling system is to improve network quality, stability, and supportability and to reduce labor and material costs associated with the delivery of telecommunications services.

ITS:

Information and Technology Support department for the City of Bloomington

Policy Statements

The priorities established for the City's physical plant of telecommunications cabling systems are safety, security, economy, reliability, and capability. The goal of City ITS is to ensure the integrity and stability of the City's Network and the efficiency and effectiveness of its construction and operation. To this end the City of Bloomington adopts the following principles:

1. Enterprise Class Systems that support a majority of City facilities, represent the most effective way to provide for the City's priorities in information transport. Enterprise Class Systems reduce the total cost of ownership to the City as a whole, and maximize the availability and reliability of its information transport systems for all of its constituents. Enterprise Class Systems reduce the total number of separate and distinct systems required to service all the diverse information transport needs of City staff & citizens.
2. The City's Network, as with any metropolitan-wide utility infrastructure, must be considered part of the basic infrastructure and utility services of the City of Bloomington. Consequently, telecommunications cabling shall be considered part of the basic infrastructure and utility services of the City. Installation of the telecommunications cabling infrastructure is to be considered part of the "up front" basic building and renovation costs and is not considered a discretionary option in construction and renovation design.
3. The City Network requires management to ensure reliability and effective operation. Enterprise level planning and management is best served by centralized planning and management in order to ensure that the network infrastructure resource is constructed and operated in an integrated, cost-efficient, and effective manner.
4. The City of Bloomington Enterprise Telecommunications Cabling System is for the overall use of the City as a whole and is managed for the benefit of all City units taken together as a whole. To maximize the effectiveness and efficiency of the use of this infrastructure, the network system utilizing this cabling system shall be designed and implemented to handle a wide variety of information transport requirements. This network system is offered to Units to satisfy their video, voice, and digital data transport needs. To control information transport costs, this system is preferred over the creation of single use information transport systems.
5. All telecommunications cabling including, but not limited to copper wiring, copper cable, coaxial cable, fiber optic cable, conduit, duct banks, maintenance holes, and any other cabling support system installed on City of Bloomington property shall be considered the property of the City and part of the City of Bloomington Structured Telecommunications Cabling System.
6. All new construction or renovation projects involving the design, installation, maintenance, and use of all telecommunications cabling and support systems whether inside buildings, externally attached to buildings, or between buildings (above or below ground) as well as in structures and

tunnels are considered part of the City of Bloomington Structured Telecommunications Cabling System.

7. All the City of Bloomington Information Technology (IT) networking equipment, electronic door access and power equipment and associated cabling, shall be located in locked rooms, locked cabinets or locked enclosures. To include but not be limited to: the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF), equipment rooms and wiring closets. Access to these spaces shall be controlled utilizing keyed-alike entry lock sets, or with the use of card access devices or other comparable physical security measures.
8. The City, through ITS, shall adopt a uniform standard of components, construction practices, construction process procedures, and an ongoing operational methodology. This standard shall be considered part of the City design standards to which all installations must conform. This standard shall be known as the City of Bloomington Uniform Telecommunications Wiring Standard. ITS will maintain documentation of best practices and procedures, in consultation with City Units, including Engineering, Facilities, and Planning and Development. and is responsible for updates.
9. All new construction, remodeling, and extensions of the City Structured Telecommunications Cabling System will comply with the City of Bloomington Uniform Telecommunications Wiring Standard to ensure that the cabling system is constructed and managed in a strategic manner consistent with City of Bloomington priorities.
10. Any modification or new installations that would be incorporated into the City of Bloomington Enterprise Telecommunications Cabling System must be approved by Assistant-Director or Director level ITS staff before commencing.
11. Third party network systems and network systems where located on private property may be required to be certified before they are allowed to directly connect to City systems.
12. No entity may modify or repair any component associated with the City of Bloomington's Structured Telecommunications Cabling System without approval of ITS.
13. No entity may install or attach any telecommunications cabling or cabling component to City property without approval of ITS.
14. Dedicated links of cabling (e.g; copper or fiber) to implement single purpose information transport systems are not offered as part of the City of Bloomington's Structured Telecommunications Cabling System. Approval for dedicated links of cabling shall only be

granted when it is not feasible to utilize the existing enterprise network system and only when approved by ITS.

15. A codified set of practices and processes shall be established in order to clearly identify and delineate the roles and responsibilities of the various City of Bloomington entities involved in telecommunications construction activity. All City departments and ITS take joint responsibility for ensuring that these practices and processes are effectively developed and maintained.
16. Units contracting vendors may request a list of secured networking and telecommunications cabling and equipment locations that require access approval from ITS by contacting ITS.
17. All new installations or modifications to The City of Bloomington Enterprise Telecommunications Cabling System must be compliant with ISO/IEC 11801 and ANSI/TIA-568 Standards.

EXCLUSIONS OR SPECIAL CIRCUMSTANCES:

Exceptions to this policy shall only be allowed if previously approved by the City of Bloomington ITS department and this approval is documented and verified by the ITS Director.

Non-Compliance:

Failure to abide by the requirements of this policy and/or any standards or procedures that are developed to implement this policy may result in termination of the user's or departmental information services and/or access to the City network. The department will be responsible for expenses associated with correction of any unauthorized installation, modification, or repair. Units/users may also be subject to other City sanctions, including disciplinary action, suspension, termination of employment, dismissal from the City, fines, and legal action. Some violations may constitute criminal offenses under local, state, and federal laws. The City will carry out its responsibility to report such violations to the appropriate authorities.

References:

ISO/IEC 11801 Standard

(https://drive.google.com/file/d/1P3J1GSSI5YVq3lda4J6QN9Jd-_MMqr6g/view?usp=drive_link)

ANSI/TIA-568

(https://drive.google.com/file/d/1QSCvwRbmN-wivAVYRc5hsW65iRzuElwX/view?usp=drive_link)

ANSI/TIA-568-C

(https://drive.google.com/file/d/1mUi0nVHYZG3CANnMtoNMJhMcl4wtvZfc/view?usp=drive_link)

From: [Cecil Penland](#)
To: [Roy Aten](#); zac.rogers@bloomington.in.gov; [Rob Cronk](#)
Cc: [Patrick Dierkes](#); [Judson Huber](#); [Michael Roth](#)
Subject: FW: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP
Date: Wednesday, July 31, 2024 4:39:22 PM
Attachments: [Quote E+ Systems - Milestone Hopewell Project - Phase 1 Exterior Wap Cam Cabling rev.1.pdf](#)
[INDOT CHANGE ORDER LOW VOLTAGE.pdf](#)
[HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP.msg](#)

Internal (cpenland@reasite.com)

[Report This Email](#) [Protection by Teknabyte Consulting](#)

Roy, Zac, & Rob,

We received the updated Field Order 36 pricing for the low voltage (CAT 6A) cable on Hopewell. This updated price includes the terminations and testing that were requested after receiving the original quote.

The original quote was for \$9,833.26 and this updated quote is for \$12,031.27, a difference of \$2,198.01. I have attached the original email and backup documentation to this email (third attachment). Please review this and let us know your thoughts on whether or not you'd like to proceed. I've gone ahead and copied Rob Cronk on this email as well in case he would like to review the documentation and offer an opinion.

Thanks,

CECIL PENLAND, PLA, ASLA
PARTNER / LANDSCAPE ARCHITECT

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / M 937.533.1730 / REASITE.COM

From: Gott, Thomas <Thomas.Gott@milestonelp.com>
Sent: Wednesday, July 31, 2024 1:33 PM
To: Cecil Penland <cpenland@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>
Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Julie Anderson <janderson@electricplus.com>
Subject: RE: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Cecil, attached is the revised CO for the Cat6 A low voltage field order work.
Let me know if you have any questions

From: Cecil Penland <cpenland@reasite.com>

Sent: Tuesday, July 2, 2024 11:02 AM

To: Gott, Thomas <Thomas.Gott@milestonelp.com>; Patrick Dierkes <pdierkes@reasite.com>

Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Julie Anderson <janderson@electricplus.com>

Subject: [EXT] RE: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Tom,

We received feedback from the City on the proposed change order for field order 36. It appears they would like to proceed, however, they are requesting a slight modification to the scope of work. Could you please update your pricing to include testing and termination of the cables? The City advised they use T568-A termination standards with RF-45 connectors. Also, for clarification, the cost should assume 10'-15' of spare cable spooled up within each of the runs.

Let me know if you need any additional clarification. Once you revise your price, we should be able to provide approval to proceed quickly.

Thanks,

CECIL PENLAND, PLA, ASLA
PARTNER / LANDSCAPE ARCHITECT

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / M 937.533.1730 / REASITE.COM

From: Gott, Thomas <Thomas.Gott@milestonelp.com>

Sent: Thursday, June 20, 2024 2:11 PM

To: Patrick Dierkes <pdierkes@reasite.com>; Cecil Penland <cpenland@reasite.com>

Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Judson Huber <jhuber@reasite.com>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Julie Anderson <janderson@electricplus.com>

Subject: HOPEWELL PHASE 1 EAST LOW VOLTAGE CAT6A OSP

Patrick,

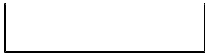
ATTACHED IS CHANGE ORDER TO ACCOMADATE FIELD ORDER #36.

Let me know if you have any questions

thanks


Thomas Gott
Superintendent

4755 W. Arlington Road
Bloomington, IN 47404
Office:
Mobile:+1 (812) 318-5546



Thomas Gott
Superintendent
4755 W. Arlington Road
Bloomington, IN 47404
Office:
Mobile:+1 (812) 318-5546



	Milestone Contractors, L.P. 4755 West Arlington Rd. Bloomington, IN 47404 Phone: (812) 330-2037 Fax: (812) 330-2118		<h2 style="text-align: center;">PCO Pricing Sheet</h2>				
	www.milestonelp.com		Date: July 31, 2024				
				Pages: 1			
To: CITY OF BLOOMINGTON Attn: ROY ATEN		Project: HOPEWELL PHASE 1 EAST					
		Description: CAT 6A LOW VOLTAGE					
Est. No.				Ref: LOW VOLTAGE CABLE			
				Qty: 1.00 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	
Trucking Total Trucking cost from Attached Sheets:							
Trucking						Trucking Subtotal	
Subcontractor Total Trucking cost from Attached Sheets:							
						Subcontractor Subtotal \$ 11,365.00	
						Subtotal \$ 11,365.00	
						Bond (.75% rate) 10% \$ 98.02	
						Labor Markup 10% \$ -	
						Equipment Markup 10% \$ -	
						Material Markup 10% \$ -	
						Trucking Markup 5% \$ -	
						Subcontract Markup 5% \$ 568.25	
						Total \$ 12,031.27	
						Unit Price \$ 12,031.27	
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:							
Date: July 31, 2024							
Terms: Upon Receipt							
Submitted By: THOMAS GOTT		Approved By:				Date	
		Printed:				Date	



173 S CR 525 E
Avon, IN 46123
(317) 718-0100
Fax (317) 718-0101

PROPOSAL FOR SYSTEMS WORK

ATTENTION: Julie Anderson

Date: 7/10/2024

Project Name: Milestone Hopewell Project - Phase 1 Exterior Wap_Cam Cabling rev.1

In accordance with the specifications and drawings for the above project, we are pleased to offer the following quotation for Systems work:

Scope of Work:

- Provide & install Cat 6A OSP for (6) pole locations
 - (2) Cat 6A per low voltage conduits (labeled POE) as depicted on E201 & E202 drawings.
 - Includes terminations & testing of cable. (utilize T568A standard & RJ45 modular connectors)
 - 10'-15' service coil to be left at each end of cabling at bottom of pole.
 - Installation of cameras & wireless access points is by others.
- Provide & install tracer wire in empty 1" low voltage & 3/4" power conduits that run from utility enclosure east to the east end of gathering lawn in the east block of University St. Drawing E202

EXCLUDED:

- All Network Equipment
- Concrete cutting, demolition and patching
- Payment and performance bond
- Allowances or contingencies
- Painting & Patching
- Shiftwork or OT
- Lift Rental
- Surveillance Equipment Enclosure APX#TC503017
- Cameras & Wireless Access Points

Base Bid price for the above-described work is: \$11,365.00

Electrical License Number – E0020107

Electric Plus is a CCS "Certified Partner" safety contractor Current EMR = 0.54

Terms are Net 30 Days. This proposal is void if not accepted in writing within 30 days after this date. No work shall commence until this proposal is returned to the Contractor signed below by the Customer. This quotation is based on a mutually agreed upon contract and a reasonable schedule.

Accepted by: _____
Customer

By: _____
Joseph E Wilson
Electric Plus, Inc.

Date: _____

Date: 7/10/2024



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. Laffayette, IN
Change Order	29
Status	Pending
Date Created	09/05/2024
Type	Scope Changes
Summary	Limestone Block Caulking
Change Order Description	The need to provide joint caulking adjacent to the Limestone Blocks has been realized as the appropriate method to seal the void between adjacent concrete work that was not previously specified. Milestone has provided a LS price from a subcontracting partner (Rock Solid) to perform this work. No additional contract time is being considered with this Change Order.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$1,672.10
Revised Project Amount	\$13,697,163.20

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0370	105-06807	LS	1.000	\$1,672.100	\$1,672.10
ADDITIONAL					
Reason: Limestone work for Joint Caulking.					
1 item					Total: \$1,672.10

Attachments

Document	Name	Description	Submission Date
Milestone_INDOT_CO_CAULKING_Price.pdf	Milestone INDOT CO CAULKING Price.pdf	Milestone price for the Lump Sum work of caulking the Limestone Block joints where needed with subcontractor Rock Solid.	09/20/2024 11:36 AM EDT
Rock_Solid_Hopewell_Caulking_Bid_101.pdf	Rock Solid Hopewell Caulking Bid_101.pdf	Lump Sum Pricing from Rock Solid to Milestone for the caulking of Joints adjacent to the Limestone Block work and match points with Concrete work.	09/20/2024 11:35 AM EDT
2 attachments			

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

_____	_____	_____
Engineer	Contractor	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		<h2 style="text-align: center;">PCO Pricing Sheet</h2>				
	www.milestonelp.com				Date: August 13, 2024		
					Pages: 1		
To: CITY OF BLOOMINGTON Attn: ROY ATEN			Project: HOPEWELL PHASE 1 EAST				
			Description: LIMESTONE CAULKING				
Est. No.			Ref: CAULKING Qty: 1.00 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	
Trucking Total Trucking cost from Attached Sheets:							
						Trucking Subtotal	
Subcontractor Total Trucking cost from Attached Sheets:							
						Subcontractor Subtotal \$ 1,579.50	
						Subtotal \$ 1,579.50	
						Bond (.75% rate) 10% \$ 13.62	
						Labor Markup 10% \$ -	
						Equipment Markup 10% \$ -	
						Material Markup 10% \$ -	
						Trucking Markup 5% \$ -	
						Subcontract Markup 5% \$ 78.98	
						Total \$ 1,672.10	
						Unit Price \$ 1,672.10	
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:							
Date: August 13, 2024							
Terms: Upon Receipt							
Submitted By: THOMAS GOTT				Approved By:			
				Date			
				Printed:			
				Date			

Rock Solid Masonry LLC

Resolution 24-69
Exhibit A

5069 S Production Dr
Bloomington, IN 47403
USA

Phone: (812) 824-9237
Fax: (812) 824-6616

To: Milestone	Contact: Tom Gott
Address: 4755 W Arlington Road Bloomington, IN 47404	Phone: 317-912-1565
	Fax:
Project Name: Hopewell Caulking	Bid Number:
Project Location:	Bid Date:

SCOPE OF WORK

To caulk stone joints per visit with Tom Gott at site

GENERAL EXCLUSIONS

Excludes, unless noted otherwise, all other work including but not limited to: all CIP concrete and concrete reinforcement, winter and/or weather protection, any type of weatherproofing or dampproofing, furnishing of steel lintels by others, restoration of hardscapes and/or landscapes due to masonry scope of work, traffic control and/or right of way permits, any allowances, permits and/or right of entry/easements, engineering, design, Layout, or remobilizing due to delays beyond our control.

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Item Description	Total Price
------------------	-------------

02 Exterior

Exterior Stone

\$1,579.50

Total Price for above 02 Exterior Items: **\$1,579.50**

Total Bid Price: **\$1,579.50**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rock Solid Masonry LLC

Authorized Signature: _____

Estimator: David Jones

8128249238 david@rocksolidmasons.com



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. Laffayette, IN
Change Order	30
Status	Pending
Date Created	09/05/2024
Type	Scope Changes
Summary	Provide asphalt patching for CBU trench cuts on Rogers St.
Change Order Description	<p>This Change Order is being created to account for an increase in the quantities for the 3 asphalt items in the Hopewell Phase 1, East Contract:</p> <p>Item 32 - Hot Mix Asphalt, 2, 64, Surface, 9.5 mm: at \$165.00 / Ton for a 21.0 Ton Increase = \$3,465.00 Cost Increase.</p> <p>Item 33 - Hot Mix Asphalt, 2, 64, Intermed., 19.5 mm: at \$115.00 / Ton for a 42.0 Ton Increase = \$4,830.00 Cost Increase.</p> <p>Item 34 - Hot Mix Asphalt, 3, 64, Base, 25.0 mm: at \$115.00 / Ton for a 55.0 Ton Increase = \$6,325.00 Cost Increase.</p> <p>The work associated with this change order is limited to the trench patching of trenches that were cut for the installation of new underground infrastructure by CBU on Rogers St., and parameters agreed to by City Engineering for the following installations and related work: new CBU water mains.</p> <p>The net total cost increase to the contract resulting from this Change Order is \$14,620.00.</p> <p>This Change Order will add 3 days to the contract time.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$14,620.00
Revised Project Amount	\$13,710,111.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0032	SP	TON	\$165.000	693.000	\$114,345.00	21.000	\$3,465.00	714.000	\$117,810.00
HOT MIX ASPHALT, 2, 64, SURFACE, 9.5MM									
Reason: Trench patching on Rogers St.									
0033	SP	TON	\$115.000	601.000	\$69,115.00	42.000	\$4,830.00	643.000	\$73,945.00
HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM									
Reason: Trench patching on Rogers St.									
0034	SP	TON	\$115.000	903.000	\$103,845.00	55.000	\$6,325.00	958.000	\$110,170.00
HOT MIX ASPHALT, 3, 64, BASE, 25MM									
Reason: Trench patching on Rogers St.									
3 items			Totals		\$287,305.00		\$14,620.00		\$301,925.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	3.0 Days	11/07/2024
Substantial Completion Date				
Reason: Extra Work for CBU on Rogers St.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
8-27-24_Rogers_St_Trench_Patching_-_Engineering_and_CBU.jpg	8-27-24 Rogers St Trench Patching - Engineering and CBU.jpg	Pic of field sketch and patching dimensions.	09/17/2024 12:31 AM EDT
9-18-24_Hopewell_Rogers_Trench_Patching_B2-jh.pdf	9-18-24 Hopewell Rogers Trench Patching B2-jh.pdf	Slight adjustment to quantities and cost from 9-3-24 calculations by way of minimal quantity rounding.	09/20/2024 10:51 AM EDT
9-18-24_Hopewell_Rogers_Trench_Patching_B2-jh.xlsx	9-18-24 Hopewell Rogers Trench Patching B2-jh.xlsx	Slight adjustment to quantities and cost from 9-3-24 calculations by way of minimal quantity rounding.	09/20/2024 10:51 AM EDT
9-3-24_Hopewell_Rogers_Trench_Patching_B-jh.pdf	9-3-24 Hopewell Rogers Trench Patching B-jh.pdf	9-3-24 Estimate of quantities and cost based on the measured areas in the field.	09/17/2024 12:29 AM EDT
4 attachments			

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

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

TRENCH REPAIR ON ROGERS ST. WITHIN THE HOPEWELL PROJECT AREA FOR BLOOMINGTON ENGINEERING:

*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

MEASURED AREA		ROUNDED AREA					
2052.50 Sq. Ft.		2100.00 Sq. Ft.					
228.06 Sq. Yds.		230.00 Sq. Yds.					
Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST	
			(LBS)	(TONS)	(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	37950.0	18.975	\$ 165.00	\$ 3,130.88	
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	75900.0	37.95	\$ 115.00	\$ 4,364.25	
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	101200.0	50.6	\$ 115.00	\$ 5,819.00	
						\$ 13,314.13	

Material	MATERIAL QUANTITY	UNIT PRICE	COST
	<u>ROUNDED</u>	(\$ / TON)	(Estimated)
9.5 mm Surface, Type B.	TONS 20.00	\$ 165.00	\$ 3,300.00
19.0 mm Intermediate, Type B.	40.00	\$ 115.00	\$ 4,600.00
25.0 mm Base, Type B.	52.00	\$ 115.00	\$ 5,980.00
			\$ 13,880.00

CBU TRENCH REPAIR ON ROGERS ST. FOR BLOOMINGTON UTILITIES, OUTSIDE OF THE HOPEWELL PROJECT LIMIT:

*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

MEASURED AREA		ROUNDED AREA					
2161.26 Sq. Ft.		2200.00 Sq. Ft.					
240.14 Sq. Yds.		245.00 Sq. Yds.					
Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST	
			(LBS)	(TONS)	(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	40425.0	20.2125	\$ 165.00	\$ 3,335.06	
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	80850.0	40.425	\$ 115.00	\$ 4,648.88	
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	107800.0	53.9	\$ 115.00	\$ 6,198.50	
						\$ 14,182.44	
Material			MATERIAL QUANTITY		UNIT PRICE	COST	
			ROUNDED		(\$ / TON)	(Estimated)	
9.5 mm Surface, Type B.			TONS 21.00		\$ 165.00	\$ 3,465.00	
19.0 mm Intermediate, Type B.			42.00		\$ 115.00	\$ 4,830.00	
25.0 mm Base, Type B.			55.00		\$ 115.00	\$ 6,325.00	
						\$ 14,620.00	

TS:

TRENCH REPAIR ON ROGERS ST. WITHIN THE HOPEWELL PROJECT AREA FOR BLOOMINGTON ENGINEERING:

*Existing pavement thickness in Rogers St. is 12 inches or greater. Given the future plans by the City to have Rogers St. reconstructed in the near future, REA believed this pavement patch repair could be reduced in an effort to reduce cost. The Pavement section on Madison within the Hopewell East Project is 6 inches of asphalt (1.5 inches surface, 2 inches intermediate & 3 inches of Base), on 9 inches of stone base (No. 53).

*Given the higher volume of traffic the Rogers St. experiences as a primary North-South thoroughfare, and that the pipe trenches have already been backfilled with compacted stone fill (No. 11 & No. 8 Stone) we are recommending an asphalt section as follows:

<u>MEASURED AREA</u>		<u>ROUNDED AREA</u>					
2052.50 Sq. Ft.		2100.00 Sq. Ft.					
228.06 Sq. Yds.		230.00 Sq. Yds.					
<u>Material</u>	<u>Thickness</u>	<u>Application Rate</u>		<u>MATERIAL QUANTITY</u>		<u>UNIT PRICE</u>	<u>COST</u>
				(LBS)	(TONS)	(\$ / TON)	(Estimated)
9.5 mm Surface, Type B.	1.5 inches	165	LBS / SYD	37950.0	18.975	\$ 165.00	\$ 3,130.88
19.0 mm Intermediate, Type B.	3.0 inches	330	LBS / SYD	75900.0	37.95	\$ 115.00	\$ 4,364.25
25.0 mm Base, Type B.	4.0 inches	440	LBS / SYD	101200.0	50.6	\$ 115.00	\$ 5,819.00
							\$ 13,314.13

<u>Material</u>	<u>MATERIAL QUANTITY</u>		<u>UNIT PRICE</u>	<u>COST</u>
	<u>ROUNDED</u>		(\$ / TON)	(Estimated)
	TONS			
9.5 mm Surface, Type B.	20.00		\$ 165.00	\$ 3,300.00
19.0 mm Intermediate, Type B.	40.00		\$ 115.00	\$ 4,600.00
25.0 mm Base, Type B.	52.00		\$ 115.00	\$ 5,980.00

MEASURED AREA		ROUNDED AREA	
2161.26 Sq. Ft.		2200.00 Sq. Ft.	
240.14 Sq. Yds.		245.00 Sq. Yds.	

Material	Thickness	Application Rate	MATERIAL QUANTITY		UNIT PRICE	COST
			(LBS)	(TONS)	(\$ / TON)	(Estimated)
9.5 mm Surface, Type B.	1.5 inches	165 LBS / SYD	40425.0	20.2125	\$ 165.00	\$ 3,335.06
19.0 mm Intermediate, Type B.	3.0 inches	330 LBS / SYD	80850.0	40.425	\$ 115.00	\$ 4,648.88
25.0 mm Base, Type B.	4.0 inches	440 LBS / SYD	107800.0	53.9	\$ 115.00	\$ 6,198.50
						\$ 14,182.44
Material			MATERIAL QUANTITY		UNIT PRICE	COST
			ROUNDED	TONS	(\$ / TON)	(Estimated)
9.5 mm Surface, Type B.				21.00	\$ 165.00	\$ 3,465.00
19.0 mm Intermediate, Type B.				42.00	\$ 115.00	\$ 4,830.00
25.0 mm Base, Type B.				55.00	\$ 115.00	\$ 6,325.00
						\$ 14,620.00

$$\textcircled{B} (25.0 \text{ FT}) \cdot (5.5 \text{ FT})$$

$$= 137.5 \text{ FT}^2$$

$$\textcircled{C} \left(\frac{8.5 + 4.5}{2} \right) \cdot (6.0)$$

$$= 39.0 \text{ FT}^2$$

$$\textcircled{D} (66.0 \text{ FT}) \cdot (4.5 \text{ FT})$$

$$= 297.0 \text{ FT}^2$$

$$\textcircled{E} \left(\frac{7.0 + 4.5}{2} \right) \cdot (12.0 \text{ FT})$$

$$= 69.0 \text{ FT}^2$$

$$\textcircled{F} (29.6 \text{ FT}) \cdot (10.6 \text{ FT})$$

$$= 313.76 \text{ FT}^2$$

$$\textcircled{G} (185.0 \text{ FT}) \cdot (4.5 \text{ FT})$$

$$= 832.5 \text{ FT}^2$$

$$\text{CBU}_{\text{TOTAL}} = 2,161.26 \text{ FT}^2$$

STORM TRENCH

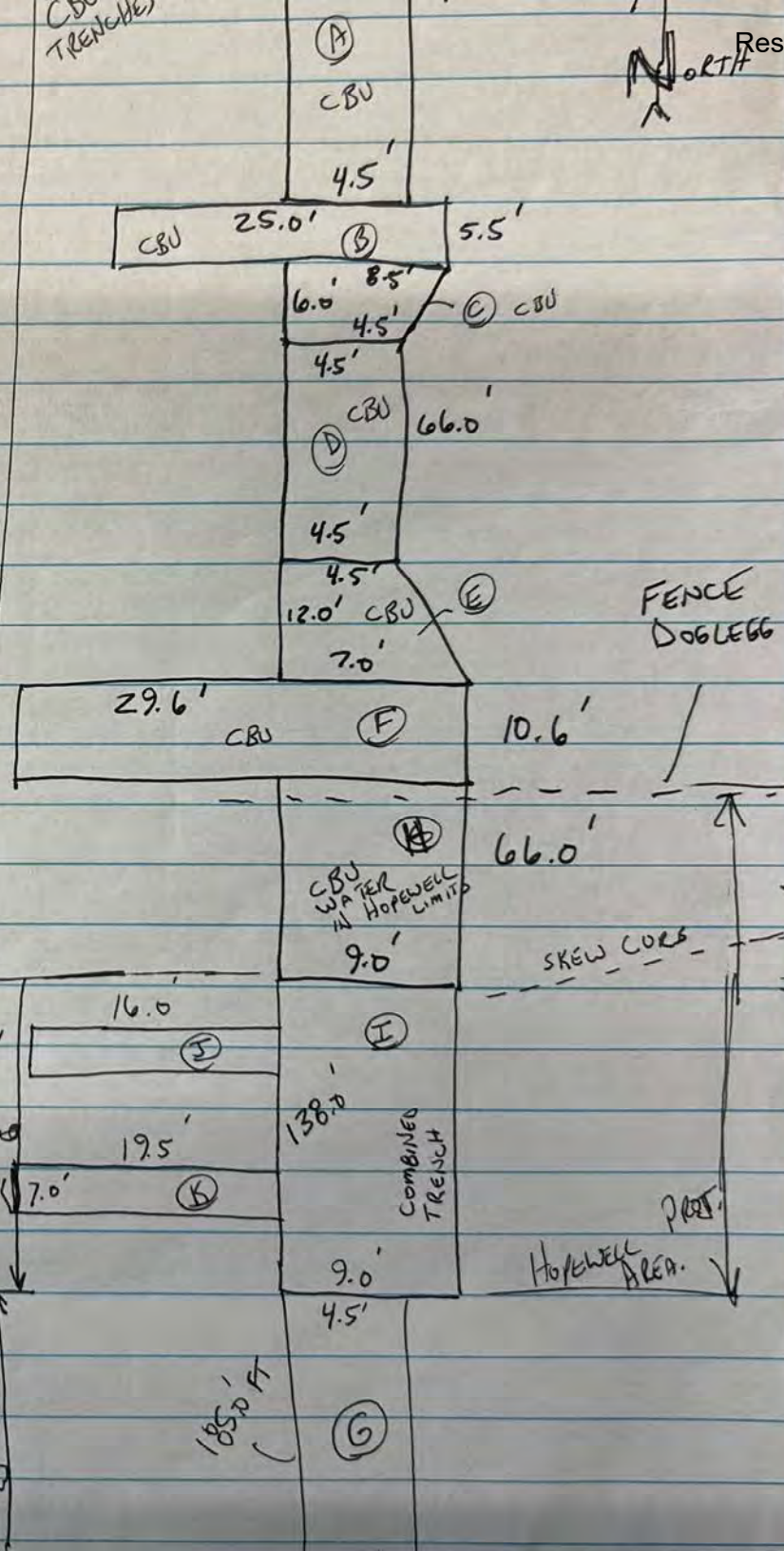
$$\textcircled{H} (9.0) \cdot (66.0 \text{ FT}) = 594.0 \text{ FT}^2$$

$$\textcircled{I} (9.0') \cdot (138.0') = 1242.0 \text{ FT}^2$$

$$\textcircled{J} (5.0') \cdot (16.0') = 80.0 \text{ FT}^2$$

$$\textcircled{K} (7.0') \cdot (19.5') = 136.5 \text{ FT}^2$$

CBU ONLY
TRENCHES





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. Laffayette, IN
Change Order	31
Status	Pending
Date Created	09/27/2024
Type	Scope Changes
Summary	Pickle Ball Courts Site Work
Change Order Description	<p>Addition of site work for the future installation of Pickle Ball Courts, including grading, installation of an HMA pad, and segments of sidewalk. Future Pickle Ball courts and nets will be installed by the City Parks Department.</p> <p>The contractor shall be responsible for earthwork/grading, placement of aggregate, and construction of concrete and asphalt pavements as indicated. Contractor pricing shall be in accordance with project unit pricing.</p> <p>Three days will be added to the contract time.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$22,423.30
Revised Project Amount	\$13,717,914.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0025	203-02000	CYS	\$46.000	13,777.230	\$633,752.58	148.000	\$6,808.00	13,925.230	\$640,560.58
EXCAVATION, COMMON									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0031	SP	TON	\$90.000	2,112.840	\$190,155.60	101.870	\$9,168.30	2,214.710	\$199,323.90
COMPACTED AGGREGATE NO. 53									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0033	SP	TON	\$115.000	601.000	\$69,115.00	49.800	\$5,727.00	650.800	\$74,842.00
HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
0121	SP	SFT	\$8.000	12,683.000	\$101,464.00	90.000	\$720.00	12,773.000	\$102,184.00
SIDEWALK, CONCRETE, MODIFIED									
Reason: Temporary Pickle Ball Courts being added to Hopewell Construction.									
4 items			Totals		\$994,487.18		\$22,423.30		\$1,016,910.48

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	3.0 Days	11/07/2024
Substantial Completion Date				
Reason: Extra work for Temporary Pickle Ball Courts.				
1 time limit				

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Calendar Days	3.0 Calendar Days	\$0.00
Additional Time in Days is being requested by Milestone for the extra work that has been proposed and accepted by City Parks for the installation of Temporary Pickle Ball Courts in the future developmental lots.		
1 time limit		

Attachments

Document	Name	Description	Submission Date
9-25-24_email_Gott_to_Penland_for_Pickle_Ball_Court_pricing.pdf	9-25-24 email Gott to Penland for Pickle Ball Court pricing.pdf	Email from Tom Gott of Milestone to Cecil Penland of REA with the attached Change Order form for quantity increases and estimated cost.	09/27/2024 02:23 PM EDT
9-25-24_Milestone_Change_Order_Form-Temp_Pickleball_Cts.xls	9-25-24 Milestone Change Order Form- Temp Pickleball Cts.xls	The attached Change Order form from Milestone that was issued in the 9-25-24 email to REA / City of Bloomington.	09/27/2024 02:24 PM
3 attachments			

Document	Name	Description	Submission Date
			EDT
FO_41-_Temporary_Pickleball_Courts_2024-09-19.pdf	FO 41- Temporary Pickleball Courts_2024-09-19.pdf	Field Order 41 for the addition of Temporary Pickle Ball courts and the request for pricing and defined work.	09/27/2024 01:29 PM EDT
3 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Field Order No. 41

Date of Issuance:	September 19, 2024	Owner:	City of Bloomington
Project Name:	Hopewell Phase 1 East	Contractor:	Milestone Contractors LP
Project Location:	Bloomington, IN	Project Engineer:	Cecil Penland
Project No:	REA # 1671		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference:	<u>N/A</u>	<u>LA102, LA202</u>
	Specification(s)	Drawing(s) / Detail(s)



Description: The City of Bloomington is considering the construction of temporary pickleball courts to be sited on portions of future development lots 6 and 7C. Provide pricing for construction of the pickleball courts as indicated in the attached, revised sheets. Please note the City will place temporary court surfaces over the asphalt and will provide pickleball amenities such as temporary nets and posts. The contractor shall be responsible for earthwork/grading, placement of aggregate, and construction of concrete and asphalt pavements as indicated. Contractor pricing shall be in accordance with project unit pricing.

Attachments: LA102 - Site Layout Plan, LA202 - Site Grading Plan

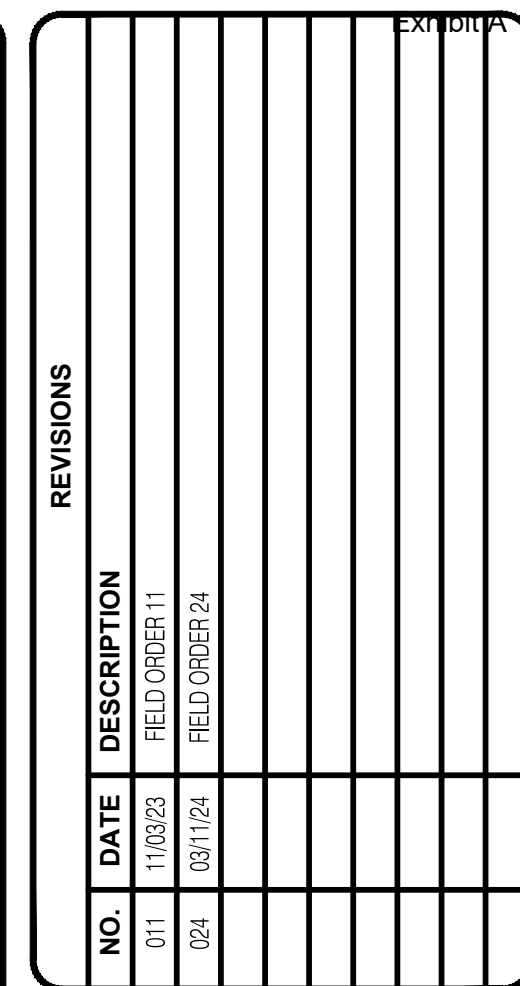
ISSUED:	RECEIVED:
By: <u>Cecil A. Penland III</u>	By: _____
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Landscape Architect	Title:
Date: September 19, 2024	Date:
CC: Roy Aten, City of Bloomington Andrew Cibor, City of Bloomingtons	



<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DETAIL REFERENCE</u>
-------------	--------------------	-------------------------

LAYOUT GENERAL NOTES

- 



DESIGN TEAM:


 **shrewsberry**
REA

RENDALL HUNTER-THOMAS ASSOCIATES


 **ARCHITECTURAL
CIVIL ENGINEERING
PLANNING
LAND SURVEYING**

BYNUM FANYO & ASSOCIATES, INC.
520 North Walnut Street
Bloomington, Indiana 47404 (812) 332-8000

CERTIFIED BY:



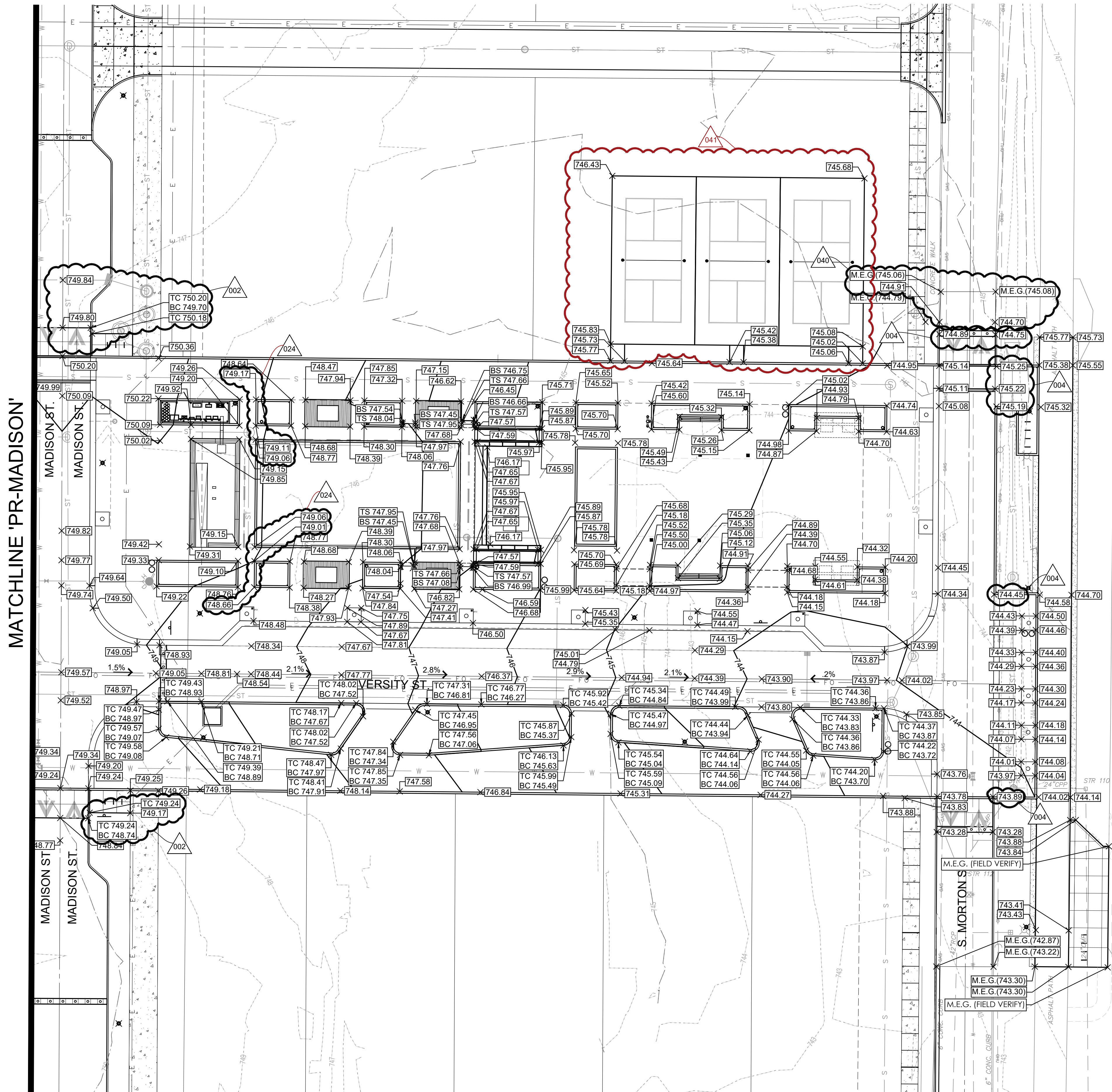
Cecil A. Penland III

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**BLOOMINGTON HOSPITAL RE-USE
INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST**

**CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403**

DATE:	06/28/2023	PROJECT NO.:	2021-1623
DRAWN BY:	PS, KK	CHECKED BY:	CP
DRAWING STATUS:			
CONSTRUCTION ISSUE SET			
SHEET TITLE:			
SITE LAYOUT PLAN			
SHEET NO.:			
LA102			

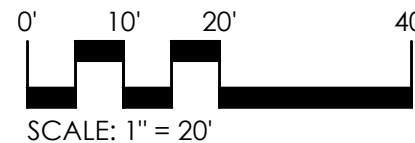


GRADING LEGEND

- EXISTING CONTOUR LINE
- EXISTING SPOT ELEVATION
- VERIFY EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION (FINISH)
- PROPOSED SLOPE
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED BOTTOM OF CURB ELEVATION
- PROPOSED TOP OF WALL ELEVATION
- PROPOSED BOTTOM OF WALL ELEVATION
- PROPOSED TOP OF FRAME ELEVATION
- PROPOSED TOP OF STEP ELEVATION
- PROPOSED BOTTOM OF STEP ELEVATION
- PROPOSED TOP OF RAMP
- PROPOSED BOTTOM OF RAMP
- PROPOSED FLOW LINE ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED LOW POINT ELEVATION
- MEET EXISTING GRADE
- PROPOSED CONTOUR AND GRADE

GRADING GENERAL NOTES

- SITE LAYOUT DATE, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PERFORMED BY BYNUM, FANYO, AND ASSOCIATES. REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS TO THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY. RUNDLE ERNSTBERGER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION.
- THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE LANDSCAPE ARCHITECT ANY DISCREPANCIES BETWEEN THE EXISTING GRADES SHOWN ON THESE PLANS AND ACTUAL FIELD CONDITIONS.
- UNLESS NOTED OTHERWISE, PROPOSED SPOT ELEVATIONS REPRESENT FINISH GRADE OF PAVEMENTS AND GROUND, IN LAWN OR PLANT BED AREAS. PROPOSED ELEVATIONS INDICATE REQUIRED ELEVATIONS AFTER SETTLING OF SOIL.
- THE CONTRACTOR SHALL REFER TO EARTHWORK SPECIFICATIONS AND THIS SHEET FOR SUBGRADE REQUIREMENT WORK TO ACCOMMODATE AND COORDINATE TOPSOILING AND LANDSCAPE WORK.
- CONFINE WORK WITHIN THE LIMITS SHOWN ON THESE PLANS.
- UNLESS NOTED OTHERWISE, ALL EXISTING STORM AND SANITARY SEWER CASTINGS TO REMAIN SHALL BE ADJUSTED TO GRADE.
- REFER TO UTILITY PLAN FOR CASTINGS AND PIPING.



REVISIONS		NO.	DATE	DESCRIPTION
		001	08/07/23	FIELD ORDER 2
		002	09/11/23	FIELD ORDER 4

CITY OF
BLOOMINGTON

Bloomington, IN
47403

shrewsberry
REA

ARCHITECTURAL
CIVIL ENGINEERING
PLANNING
LAND SURVEYING

CERTIFIED BY:

CECIL A. PENLAND II
REGISTERED
No. 21200004
STATE OF
INDIANA
LANDSCAPE ARCHITECT

Copyrighted by SHREWSBERRY AND ASSOCIATES

BLOOMINGTON HOSPITAL RE-USE
INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST

CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 06/28/2023	PROJECT NO.: 2021-1623
DRAWN BY: PS, KK	CHECKED BY: CP
DRAWING STATUS: CONSTRUCTION ISSUE SET	
SHEET TITLE: SITE GRADING PLAN	
SHEET NO.: LA202	

From: [Gott, Thomas](#)
To: [Cecil Penland](#); [Judson Huber](#); [Patrick Dierkes](#)
Cc: [Roy Aten](#); [Zac Rogers](#); [Foster, Brent](#); [Rood, Robert](#); [Tim Street](#)
Subject: RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO
Date: Wednesday, September 25, 2024 9:00:02 AM
Attachments: [image001.png](#)
[Change Order Form.xls](#)

External (thomas.gott@milestonelp.com)

[Report This Email](#) [Protection by Teknabyte Consulting](#)

My apologies Cecil, see attached updated units.

thanks

From: Cecil Penland <cpenland@reasite.com>
Sent: Wednesday, September 25, 2024 8:56 AM
To: Gott, Thomas <Thomas.Gott@milestonelp.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>
Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Tim Street <tim.street@bloomington.in.gov>
Subject: [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Thanks, Tom.

It appears you have the incorrect units in your spreadsheet for Common Excavation, Compacted 53's, and Concrete Sidewalk. Would you mind updating the spreadsheet and resending along with any other change order documentation? Once received, I will forward it along to Tim and Roy for final review. If they move forward, they will need to get Redevelopment Commission approval before doing so because of the scope of the change.

Thanks,

CECIL PENLAND, PLA, ASLA
PARTNER / LANDSCAPE ARCHITECT

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / REASITE.COM

From: Gott, Thomas <Thomas.Gott@milestonelp.com>
Sent: Tuesday, September 24, 2024 1:16 PM
To: Cecil Penland <cpenland@reasite.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>
Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Tim Street <tim.street@bloomington.in.gov>
Subject: Re: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Stockpiling covers the stockpiling of the material on-site. Common covers the excavation

Get [Outlook for iOS](#)

From: Cecil Penland <cpenland@reasite.com>

Sent: Tuesday, September 24, 2024 1:12:05 PM

To: Gott, Thomas <Thomas.Gott@milestonelp.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>

Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>; Tim Street <tim.street@bloomington.in.gov>

Subject: [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Thanks, Tom. I do have one additional question. Can you clarify what the line items for Excavation, Common vs. Stockpile are covering? I was assuming Excavation, Common was covering all earthwork.

CECIL PENLAND, PLA, ASLA
PARTNER / LANDSCAPE ARCHITECT

RUNDELL ERNSTBERGER ASSOCIATES

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618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / REASITE.COM

From: Gott, Thomas <Thomas.Gott@milestonelp.com>

Sent: Tuesday, September 24, 2024 12:02 PM

To: Cecil Penland <cpenland@reasite.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>

Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>

Subject: RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Cecil, see attached. I added stockpiling to this as well.

Let me know if you have any questions

thanks

From: Cecil Penland <cpenland@reasite.com>

Sent: Tuesday, September 24, 2024 9:51 AM

To: Gott, Thomas <Thomas.Gott@milestonelp.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>

Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>

Subject: [EXT] RE: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Tom,

In reviewing the proposed change order for the pickleball courts, it appears some adjustments need to be made. We have double checked the numbers using your earthwork quantity, the project's established unit prices, and INDOT standard tolerances. Below is a summary of our calculations. Please review this and let us know your thoughts. If

this is agreeable, please update your pricing accordingly.

Temporary Pickleball Court Construction (REA Quantities)					
25	Excavation, Common	CY	\$46.00	(200 TON)	148.15 \$6,814.90
31	Compacted Aggregate No. 53	Ton	\$90.00	3 in.	101.87 \$9,168.30
33	Hot Mix Asphalt, 2, 64, Intermediate, 19.0 MM	Ton	\$115.00	1.5 in.	49.8 \$5,727.00
35	Sidewalk, Concrete	SF	\$8.00		90 \$720.00
					Total: \$22,430.20

CECIL PENLAND, PLA, ASLA
PARTNER / LANDSCAPE ARCHITECT

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
O 317.263.0127 / D 317.296.7580 / M 937.533.1730 / REASITE.COM

From: Gott, Thomas <Thomas.Gott@milestonelp.com>
Sent: Monday, September 23, 2024 1:49 PM
To: Cecil Penland <cpenland@reasite.com>; Judson Huber <jhuber@reasite.com>; Patrick Dierkes <pdierkes@reasite.com>
Cc: Roy Aten <atenro@bloomington.in.gov>; Zac Rogers <zac.rogers@bloomington.in.gov>; Foster, Brent <bfoster@milestonelp.com>; Rood, Robert <Robert.Rood@milestonelp.com>
Subject: HOPEWELL PHASE 1 EAST PICKLE BALL COURTS CO

Cecil,
Attached is the change order for field order #41. As well as up to date requested days for all CO's for this project.
Please let me know if you have any questions

thanks

Thomas Gott
MCLP - Project Superintendent
3110 N Westbury Village Dr
Bloomington, Indiana 47404-1532
Office:
Mobile:+1 (812) 318-5546

Thomas Gott
MCLP - Project Superintendent
3110 N Westbury Village Dr
Bloomington, Indiana 47404-1532

Office:
Mobile:+1 (812) 318-5546



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3110 N Westbury Village Dr
Bloomington, Indiana 47404-1532
Office:
Mobile:+1 (812) 318-5546

Thomas Gott
MCLP - Project Superintendent
3110 N Westbury Village Dr
Bloomington, Indiana 47404-1532
Office:
Mobile:+1 (812) 318-5546





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. Laffayette, IN
Change Order	32
Status	Pending
Date Created	09/27/2024
Type	Scope Changes
Summary	Topsoil for Development Lots
Change Order Description	The addition of 2 in. of Topsoil to be added to the development lots in order to support the growth of grass. Two additional days are being added to the contract time.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$37,604.16
Revised Project Amount	\$13,733,095.26

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0380	621-09908	CYS	792.000	\$47.480	\$37,604.16
SOIL: - for Future Lots.					
Reason: - for Future Developmental Lots					
1 item					Total: \$37,604.16

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
1 time limit				

Attachments

Document	Name	Description	Submission Date
9-27-24_CO_32_DIRECT_COST_for_Milestone.pdf	9-27-24 CO 32 DIRECT COST for Milestone.pdf	Direct Cost attachment from Milestone on the 9-27-24 email.	09/27/2024 03:05 PM EDT
2 attachments			

Document	Name	Description	Submission Date
9-27-24_CO32_TOPSOIL_FUTURE_LOTS_-_02_for_Milestone.pdf	9-27-24 CO32 TOPSOIL FUTURE LOTS - 02 for Milestone.pdf	Cost Quote #2 attachment to Email-B on 9-27-24 to provide the written request for the 2 days of additional time to be added to the contract.	09/27/2024 03:11 PM EDT
2 attachments			

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

_____	_____	_____
Engineer	Contractor	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		<h2 style="text-align: center;">PCO Pricing Sheet</h2>		
	www.milestonelp.com		Date: September 27, 2024		
		Pages: 4			
To: City of Bloomington Attn: Cecil Penland/ ROY ATEN		Project: Hopewell East Phase 1			
		Description: TOPSOIL FUTURE LOTS			
Est. No.		Ref: FUTURE LOT TOPSOIL Qty: 792 CY			
Labor: Total Labor Cost from Estimate Sheet:					
					Labor Subtotal \$ 2,492.00
Equipment: Total Equipment Cost from Estimate Sheet:					
					Equipment Subtotal \$ 2,927.00
Material: Total Material Cost from Estimate Sheet:					
					\$ 28,512.00
					Material Subtotal \$ 28,512.00
Subcontractors: Total Subcontractor cost from Attached Sheets:					
					Subcontractor Subtotal
					Subtotal \$ 33,931.00
					Bond (.75% rate) 10% \$ 279.93
					Labor Markup 10% \$ 249.20
					Equipment Markup 10% \$ 292.70
					Material Markup 10% \$ 2,851.20
					Subcontractor Markup 5% \$ -
					Total \$ 37,604.03
					Per CY
					Unit Price \$ 47.48
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		THIS ADDS 2 DAYS OF WORK			
Date: September 27, 2024		THIS IS 1 TIME MOB/ IF WE NEED TO COME BACK LATER IN TIME THIS WILL BE THE COST OF EACH MOB TO RE SEED AND STRAW			
Terms: Upon Receipt					
Submitted By: Tommy Gott		Approved By:		Date	
		Printed:		Date	

Milestone Contractors, L.P.
B20454-1P-41 HOPEWELL TOPSOIL LOTS
Gott, Thomas

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
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BID ITEM = 1
Description = TOPSOIL FUTURE LOTS

Land Item Unit = SCHEDULE: 1 100
CY Takeoff Quan: 792.000 Engr Quan: 792.000

1	TOPSOIL FUTURE LOTS	Quan:	792.00 CY	Hrs/Shift:	10.00	Cal:	510	WC:	1
<u>BLANK</u>	(Mod) Blank Crew	20.00	CH	Prod:	2.0000 S	Lab Pcs:	2.00	Eqp Pcs:	1.00
56	TOPSOIL	1.00	792.00 CY	36.000					28,512
8DZ2	Dozer D6K 22320	1.00	20.00 HR	146.350	2,927				
LAB	laborers (all except 41/81)	1.00	20.00 MH	27.400	1,072				
OPR841	operator841	1.00	20.00 MH	34.850	1,420				
\$33,930.98	0.0505 MH/CY	40.00	MH	[1.729]	2,492	2,927			28,512
====> Item Totals: 1 - TOPSOIL FUTURE LOTS									
\$33,930.98	0.0505 MH/CY	40.00	MH	[1.729]	2,492	2,927			28,512
42.842	792 CY				3.15	3.70			36.00

\$33,930.98 * Report Totals *** 40.00 MH 2,492 2,927 28,512**

>>> indicates Non Additive Activity
-----Report Notes:-----
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

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

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----
508 40 HR WEEK (5 X 8)
509 45 HR WEEK (5 X 9)
510 50 HR WEEK (5 X 10) (Default Calendar)
511 55 HR WEEK (5 X 11)
512 60 HR WEEK (5 X 12)
513 65 HR WEEK (5 X 13)
514 70 HR WEEK (5 X 14)
608 48 HR WEEK (6 X 8)
609 54 HR WEEK (6 X 9)
610 60 HR WEEK (6 X 10)
611 66 HR WEEK (6 X 11)
612 72 HR WEEK (6 X 12)
613 78 HR WEEK (6 X 13)
614 84 HR WEEK (6 X 14)
800 SATURDAY ONLY (TIME & 1/2)
900 SUNDAY ONLY (DOUBLE TIME)



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	33
Status	Pending
Date Created	09/28/2024
Type	Scope Changes
Summary	Additional concrete curb on the East side of Rogers, just south of 2nd St. to help control drainage.
Change Order Description	The extension of the concrete curb along the east side of Rogers Street, along with the removal of the drive entrance on Rogers. The approximate length of Concrete Curb that is being added is 250.0 LFT. The contract time will be extended by an additional 2 days.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$11,000.00
Revised Project Amount	\$13,706,491.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0036	605-06120	LFT	\$44.000	2,313.000	\$101,772.00	250.000	\$11,000.00	2,563.000	\$112,772.00
CURB, CONCRETE									
Reason: - Additional Concrete Curb being added along the East side of Rogers St, South of 2nd St.									
1 item			Totals	\$101,772.00		\$11,000.00		\$112,772.00	

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	2.0 Days	11/06/2024
Substantial Completion Date				
Reason: Extra Curb and related work being added on Rogers St.				
1 time limit				

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

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



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	11
Status	Pending
Date Created	03/07/2024
Type	Errors and Omissions
Summary	Adjust item quantities related to Storm Pipe types.
Change Order Description	<p>It was discovered after construction had begun and the installation of various storm structures impacted by certain pipe types and sizes, that there was a discrepancy between the Plan & Profile sheets and the Structure Datasheets, in conjunction with the lack of the proper pipe type as a Pay Item in the Schedule of Items. This Change Order will adjust quantities in order to utilize existing items for pipe of the same size, but to install the type of pipe shown in the drawings.</p> <p>Therefore, The 2 existing pipe items shown below are being increase to provide payment for the work performed.</p> <p><u>Item 0084 (Pipe, Storm SWR, 12 IN, HDPE):</u></p> <p>*Planned QTY: 226.0 LFT. *Installed QTY: 360.0 LFT. *Increased QTY: 134.0 LFT. *C.O. Cost: \$8040.00.</p> <p><u>Item 0085 (Pipe, Storm SWR, 15 IN, HDPE):</u></p> <p>*Planned QTY: 32.0 LFT. *Installed QTY: 141.0 LFT.</p>

*Increased QTY: 109.0 LFT.
*C.O. Cost: \$11445.00

The Total Net Cost Increase Change to the Contract by this Change Order (No. 0011) is: \$19,485.00
No additional contract time is being considered with this Change Order.

Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$19,485.00
Revised Project Amount	\$13,714,976.10

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0084	SP	LFT	\$60.000	226.000	\$13,560.00	134.000	\$8,040.00	360.000	\$21,600.00
PIPE, STORM SEWER, 12 IN., HDPE									
0085	SP	LFT	\$105.000	32.000	\$3,360.00	109.000	\$11,445.00	141.000	\$14,805.00
PIPE, STORM SEWER, 15 IN., HDPE									
2 items			Totals	\$16,920.00		\$19,485.00		\$36,405.00	

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	22
Status	Pending
Date Created	06/15/2024
Type	Errors and Omissions
Summary	Additional Grading and Earthwork deemed necessary in the area of the Developmental Lots to be used in the future where the proposed Stockpiles required additional attention.
Change Order Description	<p>Throughout the duration of the project, the final appearance of the Developmental Lots and the Stockpiles that were called out to remain have been a point of discussion to seek the best finished product as the overall status of the Hopewell Phase 1 East Infrastructure Project transitions from the Construction Phase to the Development Phase.</p> <p>It became apparent that the information conveyed in the design, given some changes to the Field Conditions, would require some attention and revisions in order to yield the desired and acceptable end project to be ready for the forth coming Development.</p> <p>Milestone has requested an additional 6 Days be added to the Contract Completion Date to accommodate this added work. Given the nature and scope of the work, it is believed this request is justified and acceptable. Therefore, this Change Order (22) will include a Time Extension of 6 Additional Work Day and hence move the Completion Date out 6 days into the future.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,695,491.10
Change Order Amount	\$41,009.98
Revised Project Amount	\$13,736,501.08

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0300	105-06807	LS	1.000	\$41,009.980	\$41,009.98
ADDITIONAL					
Reason: Stockpile Hauling and Grading for Development Lots.					
1 item					Total: \$41,009.98

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	10/31/2024	11/04/2024	6.0 Days	11/10/2024
Substantial Completion Date				
Reason: Extra Work				
1 time limit				

Attachments

Document	Name	Description	Submission Date
Change_Order_Request_Template_FO R_MOVING_STOCKPILES.pdf	Change_Order_Request_Template FOR M OVING STOCKPILES.pdf	Change Order Request Form from Milestone for the reworking and grading of Stockpiles.	06/15/2024 12:17 PM EDT
3 attachments			

Document	Name	Description	Submission Date
DIRECT_COST_FOR_MOVING_STOCK PILES.pdf	DIRECT COST FOR MOVING STOCKP ILES.pdf	Milestone provided price and supporting documentation for the mov ing and grading of the Stockpile materials.	06/15/2024 12:15 PM EDT
REQUESTED_DAYS.pdf	REQUESTED DAYS.pdf	Table tracking Milestone's request for additional days for various Ch ange Orders. This CO is asking for 6 Days.	06/15/2024 12:17 PM EDT
3 attachments			

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

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

CHANGE ORDER REQUEST FORM

CONTRACT NO.	HOPEWELL PH1 EAST PROJECT	DATE OF SUBMISSION	June 14, 2024
--------------	---------------------------------	--------------------	---------------

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	HOPEWELL PHASE 1 EAST
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	CHANGE ORDER REQUEST FOR MOVING STOCKPILES IN FUTURE LOTS/ ADDING A TOTAL OF 6 DAYS TO THE PROJECT.
PROPOSED SOLUTION SUMMARY	THE WERE ORIGINALLY 3 STOCKPILE LOCATIONS FOR THIS PROJECT TO SAVE ALL DIRT. NO ELEVATIONS WERE PROVIDED FOR THESE LOTS. WE TRIED TO MANAGE OUR STOCKPILES THE BEST WE COULD IN EACH LOCATION. SOME OF THESE STOCKPILES NEEDED MOVED AROUND TO BUILD UP EACH LOT

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	June 14, 2024	CHANGE ORDER TYPE	104.02 Changed Conditions
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PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ 41,009.98

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☐ Labor ☐ Material ☐ Equipment ☐ Lease Agreement ☒ Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

4

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	

CHANGE ORDER REQUEST FORM

<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Click here to enter text.
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

CONTRACT NO.

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
--	---------------	--	---------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

MOVING DIRT FROM STOCKPILE LOCATIONS TO BUILD UP FUTURE LOTS. THIS WORK WILL ADD 4 DAYS OF MOVING MATERIAL. THEN AT THE END OF THE JOB WE CALCULATED 2 DAYS TO FINEGRADE ALL OF THESE LOTS.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.

SIGNATURE

Contractor:

Name: (print) THOMAS GOTT _____

CHANGE ORDER REQUEST FORM

(signature) THOMAS GOTT _____ Date:6/14/2024

THOMAS GOTT _____

*NOTE: The Contractor should retain a signed copy of this document for record.***CONTRACT NO.****HOPEWELL PH1****ATTACHMENT: UNIT PRICE ITEMS DETAIL**

Attach or paste a unit price item detail.

Milestone Contractors, L.P.
B20454-1P-36 HOPEWELL STOCKPILES
Gott, Thomas

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
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BID ITEM = 1	Land Item	SCHEDULE: 1	100							
Description = STOCKPILE LOADS MOVED AROUND	Unit =	LDS	Takeoff Quan:	141.000	Engr Quan:	141.000				

1	LOADS	Quan:	141.00	LDS	Hrs/Shft:	10.00	Cal:	510	WC:	1
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BLANK	(Mod) Blank Crew		40.00	CH	Prod:	4.0000	S	Lab Pcs:	3.00	Eqp Pcs:	3.00
5103	Haul Exc (HR)	1.00	37.00	HR	132.000						4,884
8DZ4	Dozer D6N DS XL 22294	1.00	40.00	HR	153.930		6,157				
8EX3	Excavator - Large Cat	1.00	40.00	HR	190.400		7,616				
8LO4	Skid Steer 52479	1.00	40.00	HR	96.260		3,850				
HSUP41-81	Hourly Superintendent 41/8	1.00	40.00	MH	40.650	3,076					
LAB	laborers (all except 41/81)	1.00	40.00	MH	27.400	2,144					
OPR841	operator841	1.00	40.00	MH	34.850	2,840					
\$30,567.53	0.8510 MH/LDS		120.00	MH	[32.111]	8,060	17,624				4,884

2	GRADE LOTS	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal:	510	WC:	1
---	------------	-------	------	----	-----------	-------	------	-----	-----	---

BLANK	(Mod) Blank Crew		20.00	CH	Prod:	2.0000	S	Lab Pcs:	4.00	Eqp Pcs:	2.00	**Unreviewed
8DZ5	D5 Dozer 22311	1.00	20.00	HR	152.630		3,053					
8LO4	Skid Steer 52479	1.00	20.00	HR	96.260		1,925					
LAB41-81	laborers 41/81	2.00	40.00	MH	31.740	2,625						
OPR841	operator841	2.00	40.00	MH	34.850	2,840						
\$10,442.45	80.0000 MH/LS		80.00	MH	[2929.96]	5,465	4,978					

====>	Item Totals:	1	- STOCKPILE LOADS MOVED AROUND									
\$41,009.98	1.4184 MH/LDS		200.00	MH	[52.89]	13,525	22,601				4,884	
290.851	141 LDS					95.92	160.29				34.64	

\$41,009.98	*** Report Totals ***		200.00	MH		13,525	22,601				4,884	
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>>> indicates Non Additive Activity
-----Report Notes:-----
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

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

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----
508 40 HR WEEK (5 X 8)
509 45 HR WEEK (5 X 9)
510 50 HR WEEK (5 X 10) (Default Calendar)
511 55 HR WEEK (5 X 11)
512 60 HR WEEK (5 X 12)
513 65 HR WEEK (5 X 13)
514 70 HR WEEK (5 X 14)
608 48 HR WEEK (6 X 8)
609 54 HR WEEK (6 X 9)

Gott, Thomas

Page 2

10:47

Direct Cost Report

BID ITEM	=	1	Land Item	SCHEDULE:	1	100		
Description =		STOCKPILE LOADS MOVED AROUND	Unit =	LDS	Takeoff Quan:	141.000	Engr Quan:	141.000
610		60 HR WEEK (6 X 10)						
611		66 HR WEEK (6 X 11)						
612		72 HR WEEK (6 X 12)						
613		78 HR WEEK (6 X 13)						
614		84 HR WEEK (6 X 14)						
800		SATURDAY ONLY (TIME & 1/2)						
900		SUNDAY ONLY (DOUBLE TIME)						

REQUESTED DAYS

CHANGE ORDER	DAYS REQUESTED
BOLLARDS CO	4 DAYS - ONGOING
BOX CULVERT CO	3 DAYS - FINISHED
FIELD ORDER #26	3 DAYS – ONGOING
UNDERCUT CO	4 DAYS – CO SENT IN FOR REVIEW
MOVING STOCKPILES	6 DAYS - ONGOING

TOTAL REQUESTED DAYS= 20 DAYS

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: Jane Kupersmith, 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:	\$37,824,734.00 \$37,987,067
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000 \$31,617,333
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. 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 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
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	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01 \$18,003,102.86	June 2021 – Dec. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
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	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
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
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	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
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	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

2018

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
<u>2019</u>	
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
<u>2020</u>	
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
<u>2021</u>	
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
<u>2022</u>	
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
<u>2023</u>	
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 J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Agreement for Public Art in Hopewell East with Jonathan Racek (Boonyama LLC)
- 24-69 Approval of Change Order Package #4 for Hopewell East

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Board of Public Works Staff Report

Project/Event: Approve Change Order Package #4 for the Hopewell East Project
Petitioner/Representative: Engineering Department
Staff Representative: Roy Aten
Date: October 8th, 2024

- **Report:** This project was awarded to Milestone Contractors LLC at the June 21st, 2023 meeting of the Board in the amount of \$13,373,284.90. The Board has approved prior change orders in the amount of \$322,206.20, for a current authorized contract amount of \$13,695,491.10. This package of change orders include the following change orders totaling an addition of \$221,697.83 to the contract, for a final contract amount of \$13,917,188.93. Funding for this Change Order will be a combination of \$162,332.85 from the RDC, \$44,744.98 from the Parks Department, and \$14,620.00 from CBU. A total of 18 days are being added to the contract time for a revised final completion date of November 22nd, 2024.
 - CO #11, Adjustment to pipe quantities, +\$19,485.00 – The original pay item quantities did not match the pipe type or quantities that were shown on the plans. This Change Order will add 243 LFT of pipe and the bid unit price.
 - CO #22, Additional Grading, +\$41,009.98 – The original plans did not take into account any grading work in the development lots. This change order will cover additional hours and equipment to complete the final grading of the lots. An additional 6 days will be added to the contract.
 - CO #23, Revision to casting type, Storm Sewer, +\$4,615.04 - During excavation a large storm sewer culvert was discovered crossing lot #1. It was determined that the culvert was no longer required and it was removed. This change order covers the cost of removal.
 - CO #24, Madison Topsoil, +\$5,817.00 – The original plans did not include the addition of topsoil in the tree plot of Madison Street. This change order will add 100 CYD of topsoil to the project.
 - CO #25, Plan Grade Discrepancies, +\$1,500.00 – Elevation errors in the original Hopewell survey caused the Hopewell and 1st Street projects to not line up. This change order is for the removal of some constructed curb and replaced at the new corrected elevation.
 - CO #26, Additional Bollards, +\$5,175.08 – Change Order #6 change the bollard types. It was later determined that the change order missed four bollards in the quantities. This change order will correct the quantities.
 - CO #27, Tree Grates, +\$44,744.98 – The Schedule of Items shows 34 tree grates while the plan set depicts 41 tree grates. This Change Order will add seven tree grates to the quantities. Two additional work days will be added to the project. (Parks Department)
 - CO #28, Communication Cables, +\$12,031.27 – This change order is for the installation and testing of Cat6A communication cables.
 - CO #29, Limestone Block Caulking, +\$1,672.10 – Installation of colored caulking between the limestone blocks and other surfaces.
 - CO #30, HMA Patching on CBU trench, +\$14,620.00 - During excavation a large storm sewer culvert was discovered crossing lot #1. It was determined that the culvert was no longer required and it was removed. This change order covers the cost of removal. (CBU)
 - CO #31, Pickle Ball Courts, +\$22,423.30 – Additional site work for the future installation of Pickle Ball Courts.
 - CO #32 Topsoil for Development Lots +\$37,604.16 – Addition of topsoil on the development lots in order to support grass growth.
 - CO #33, Concrete Curb on Rogers, +\$11,000.00 – Removal of a drive entrance and the installation of concrete curb along Rogers for the 413 W. 2nd St lot.

24-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF ADDITIONAL FUNDING FOR SITE FURNISHINGS AT HOPEWELL

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved funding for site furnishings including furniture and planter boxes for the greenway in Hopewell East in Resolution 23-97 for an amount not to exceed \$116,424.78; and
- WHEREAS, as part of that approval, the RDC authorized the purchase of site furniture from Landscape Forms, Inc. for \$76,532.64; and
- WHEREAS, the overall price for the furniture increased by \$2,200 because the furniture needed to be altered to affixed to the permanent infrastructure in the greenway; and
- WHEREAS, as a result, City staff are requested an increased in the authorized funding for site furniture from \$76,532.64 to \$78,732.64, as detailed in the invoice attached to this resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, staff have attached an Amended Project Review and Approval Form (“Amended Form”) to this Resolution as Exhibit B; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves an additional payment of \$2,200 to pay for the purchase of site furnishings for Hopewell from Landscape Forms, Inc., which shall bring the total amount for the furniture to \$78,732.64. The new grand total for the purchase of the site furnishings authorized in Resolution 23-97 shall not exceed \$118,624.78.
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Invoice Date: 6/24/2024

Reference/P.O.#: Signed Quote - Tim Street

Order #: 0000389650

Invoice #: 0000205161

Project: Bloomington Hospital Reuse (Hopewell) Owner Purchase - 2021

Please remit to our lockbox:

LANDSCAPE FORMS, INC

PO BOX 78000

DEPT. 78073

DETROIT, MICHIGAN 48278-0073

Bill To: City of Bloomington Parks and Recreation

Tim Street

401 North Morton Street, Suite 250

Bloomington, IN 47404

Ship To: City of Bloomington Parks and Recreation

403 W. 2nd St

Attn: Mark Marotz

812-329-6119

Bloomington, IN 47403

Contact: Bradley Drake

Shipped: 6/24/2024

Ship Via: C.H. Robinson

Ship Track#: 3566625

Terms: NET 30 DAYS

Item:	Qty	Shp	Unit Price:	Total Price:
Contract: OMNIA/NCPA #07-100				
CHASE PARK: Litter receptacle w/liner, side opening . Freestanding/Surface Mount.C1: MATTE_BLACK C2: MATTE_BLACK	9		1,599.78	14,398.02
CP999-06041-5-2SIGN10: Chase Park side opening recycling unit with TWO 5" hole filler plates & TWO recycle signs, Sign #10 "recyclable". Lid color: Loll Leaf Green Body/base color: Matte Black	9		1,960.42	17,643.78
BP999-06045-02-FS-LFG: Harvest standing height table, 95" length. Freestanding. TWO holes in legs for tethering. Top color: Leaf Green. Frame Powdercoat color: Leaf Green	2		2,889.74	5,779.48
BP999-06046-02-FS-LFG: Harvest backless bench, standing height, 45.5" length, freestanding, TWO holes in legs for tethering. Top Color: Leaf Green. Frame Powdercoat color: Leaf Green	8		1,615.19	12,921.52
BP999-06040-02-FS-LFG: Harvest dining table, 95" length. Freestanding. TWO holes in legs for tethering. Top color: Leaf Green. Frame Powdercoat color: Leaf Green	4		2,731.52	10,926.08
BP999-06039-02-FS-LFG: Harvest backless bench, dining height, 94" length, freestanding, TWO holes in legs for tethering. Top Color: Leaf Green. Frame Powdercoat color: Leaf Green	8		1,676.72	13,413.76
Shipping & Handling -	1		3,650.00	3,650.00

LAST ITEM	
Payment/Credit from Document: wire-CR	76,532.64
Subtotal	*****
Sales Tax	*****
Payment/Credit Amount	*****
Balance Due: USD	

Invoice

Invoice Date: 6/24/2024
Reference/P.O.#: Signed Quote - Tim Street
Order #: 0000389650
Invoice #: 0000205161
Project: Bloomington Hospital Reuse (Hopewell) Owner Purchase - 2021

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: City of Bloomington Parks and Recreation
Tim Street
401 North Morton Street, Suite 250
Bloomington, IN 47404

Ship To: City of Bloomington Parks and Recreation
403 W. 2nd St
Attn: Mark Marotz
812-329-6119
Bloomington, IN 47403

Contact: Bradley Drake

Shipped: 6/24/2024 Ship Via: C.H. Robinson Ship Track#: 3566625 Terms: NET 30 DAYS

Item:	Qty	Shp	Unit Price:	Total Price:
*** Sales tax, if applicable, has been added to this invoice unless we have received a tax-exempt certificate. If purchaser is indeed tax exempt, please submit certificate with payment.				
*** Purchaser shall pay all costs and expenses paid or incurred by Seller in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and costs. Balances on invoices not paid within thirty (30) days of date of invoice or within an alternate period of time as determined and indicated by Seller, shall incur interest at a rate of eighteen percent (18%) per annum. No cash discounts shall be allowed.				

Subtotal	78,732.64
Sales Tax	0.00
Payment/Credit Amount	76,532.64
Balance Due: USD	2,200.00

FOR OFFICE USE:

Cust #: 99731
Sales: IN2



Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
GST#: 894246792RT0001
Dun # 04-923-8363
FSC#: NC-COC-001261

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: Jane Kupersmith, 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:	\$37,824,734.00 \$37,984,850
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000 \$31,615,115
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. 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 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
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	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
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	10c Construction / Retrofit (e.g. EV charging)	TBD	
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Resolution History:

2018

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
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22-30	Amendment to Purchase Agreement and Surrender Agreement
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22-86	Addendum to Design Agreement with Shrewsbury
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
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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 J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1 st Street Reconstruction for Hopewell
<u>2024</u>	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
24-51	Change Order Package #3 for Hopewell East
24-52	Amended READI Grant Agreement for Hopewell West
24-53	Amended Preliminary Design Agreement for Hopewell West
24-54	Relocation of Duke Power Lines in Hopewell East
24-55	Procurement and Installation of Park Cameras for Hopewell East
24-56	Agreement with Duke for 1 st Street Lighting
24-58	Second Amendment to Agreement with J.S. Held
24-59	Approval to Pay Water Meter Fee for Hopewell East
24-60	Amendment to Agreement with U3
24-62	Amendment to Agreement for Security Patrols to Extend Term
24-63	Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Agreement for Public Art in Hopewell East with Jonathan Racek (Boonyama LLC)
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 24-70 Approval of Additional Funding for Site Furnishings for Hopewell East

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**24-71
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**ADDENDUM TO AGREEMENT WITH VET ENVIRONMENTAL ENGINEERING FOR
ENVIRONMENTAL SERVICES AT HOPEWELL WEST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”); and
- WHEREAS, in Resolution 23-89, the RDC approved an Agreement with VET Environmental Engineering, LLC (“VET”) to consult and provide environmental services for Hopewell (“Services”), and the RDC approved an amendment to that agreement in Resolution 24-41, which brought the total for the services to \$48,217.38; and
- WHEREAS, in the course of conducting a federally-mandated evaluation of the Project, City staff and VET have determined that additional investigation and testing is required before the RDC and Housing and Neighborhood Development Department can invest any federal money into the Project from the Housing and Urban Development agency (“Additional Services”); and
- WHEREAS, the Additional Services are specifically to respond to comments from the Indiana Department of Environmental Management (IDEM), which has requested that the RDC perform additional groundwater sampling at the site and report back on the findings; and
- WHEREAS, staff have negotiated an addendum to the agreement with VET for an amount not to exceed \$13,300.64 for the Additional Services, which is attached to this Resolution as Exhibit A; and
- WHEREAS, the total compensation of the Agreement with the addendum shall not exceed \$61,518.02; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves the Addendum to the Agreement with VET and authorizes the City of Bloomington to expend an amount not to exceed an additional \$13,300.64 for a grant total that shall not exceed \$61,518.02 to be payable in accordance with the terms of the Agreement ("Payment").
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on January 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
and
VET ENVIRONMENTAL ENGINEERING, LLC

This Second Addendum supplements the Agreement (“Agreement”) between the City of Bloomington Redevelopment Commission (“RDC”) and VET Environmental Engineering, LLC (“VET”), for environmental consulting services at the Hopewell redevelopment site as follows, as follows:

1. Article 24. Modification. Article 24 of the Agreement provided for written modification of the Agreement that is signed by the parties.
2. Article 1. Scope of Services. Article 1 shall be amended to add additional site testing services and scope of work to the agreement, as detailed in Exhibit A-1 to this Addendum.
3. Article 4. Compensation. Article 4 of the agreement shall be modified in relevant part to add the extended services for an additional \$13,300.64 for a grand total amount that shall not exceed \$61,518.02.
4. In all other respects, the Agreement will remain in effect as originally written.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

VET ENVIRONMENTAL ENGINEERING,
LLC

Deborah Myerson, President

Sara Rae Hamidovic, President

Date

Date

EXHIBIT A-1

[Attached]



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404
Phone: (812) 822-0400 Fax: (812) 650-3892
Email: info@vet-env.com

October 2, 2024

Ms. Anna Killion-Hanson, Director
City of Bloomington
Department of Housing and Neighborhood Development (HAND)
401 North Morton Street, Suite 230
Bloomington, Indiana 47404

Dear Ms. Killion-Hanson:

**RE: Proposal for Environmental Consulting Services
Hopewell Development Blocks 4, 5, 6, and 7
501 – 719 West 2nd Street
Bloomington, Indiana 47403**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the City of Bloomington Housing and Neighborhood Development Department (HAND). VET proposes to perform environmental consulting services at the Hopewell Development - Blocks 4 through 7, located on the west side of South Rogers Street between West 1st Street and West 2nd Street in Bloomington, Indiana 47403 (Site). The Site is comprised of the following parcels that constitute a portion of the larger Hopewell Neighborhood Development: 53-08-05-115-012.000-009, 53-08-05-100-058.000-009, 53-08-05-100-059.000-009, 53-08-05-100-119.000-009, 53-08-05-100-057.000-009, 53-08-05-100-120.000-009, 53-08-05-100-127.000-009, 53-08-05-100-132.000-009, and 53-08-05-100-073.000-009.

VET was previously contracted to prepare a 24 Code of Federal Regulations (CFR) Part 58 Environmental Review (Part 58) and to perform a Further Site Investigation (FSI) at the Site. To fulfill the agency coordination requirements for the Contamination and Toxic Substances (24 CFR Parts 50.3(i) and 58.5(i)(2)) Section of the Part 58, VET submitted the results of environmental investigations performed at the Site to date to the Indiana Department of Environmental Management (IDEM) on March 1, 2024. The submittal to IDEM included Phase I Environmental Site Assessments (ESAs) and Phase II Environmental Investigations performed by various consultants at the Site between 2022 and 2024, and the FSI performed by VET in 2024. IDEM issued a response on September 9, 2024, indicating that additional investigation at the Site is warranted. VET and representatives of the City of Bloomington met with IDEM via video and telephone conference on September 27, 2024 to clarify IDEM's comments with respect to the ultimate goals for redevelopment of the Site.



To address IDEM's comments, VET is proposing a storm flow groundwater monitoring event and additional agency coordination in pursuit of IDEM's approval of the planned remediation and redevelopment at the Site. To obtain data necessary to further characterize the vertical and horizontal extents of subsurface contamination at the Site. The data will assist in determining the scope of the institutional and engineering controls required at the Site for planned residential developments. The results of the storm flow groundwater monitoring event will be submitted to IDEM to obtain the necessary regulatory approval prior to final submittal of the Part 58.

Scope of Proposed Investigation

Groundwater Sampling: VET installed four permanent monitoring wells during the FSI conducted in 2024. VET installed three permanent, epikarst monitoring wells, and one permanent monitoring well screened in the unconsolidated aquifer. The establishment of permanent monitoring wells that intercept groundwater traveling across the unconsolidated and consolidated bedrock interface allows for seasonal monitoring of subsurface hydrogeology dynamics, as required by IDEM. Per IDEM's September 9, 2024 letter, an additional groundwater monitoring event is required at the Site within 24 hours of a greater than 0.75 inch rainfall event. Groundwater samples will be submitted for laboratory analysis of VOCs, to include lead scavengers, polycyclic aromatic hydrocarbons (PAHs), lead, and arsenic. Level IV analytical quality assurance and quality control (QA/QC) will be performed and reported by the laboratory.

VET recommends the developer and HAND establish a groundwater use restriction for the Site to exclude potential exposure of future residents and workers to groundwater contamination. Groundwater sampling performed following the FSI will be intended to determine the presence or absence of contamination at the selected locations, as well as to assess the hydrogeologic properties of the subsurface to assess for soil, groundwater, and vapor contamination migration potential.

Reporting and Agency Coordination: VET will prepare a preliminary response to IDEM's September 9, 2024 comment letter (Response). The Response will reiterate the City of Bloomington's ultimate goals with respect to redevelopment at the Site. The Response will address IDEM's comments in pursuit of obtaining IDEM's approval for immediate redevelopment of the Kohr Building, and the planned remediation of impacted environmental media identified during the FSI.

Subsequent to the preliminary Response, VET will prepare a report detailing the sampling methodology and findings of the groundwater monitoring event proposed above. The findings of the storm flow groundwater monitoring event will be submitted to IDEM. VET anticipates additional coordination with IDEM subsequent to submittal of the groundwater monitoring report to address the planned remediation of the impacted area of the Site. VET made every effort to incorporate anticipated costs for additional coordination with IDEM. However, depending on the scope of impacts identified during subsequent phases of delineation or remediation at the Site, additional coordination outside the scope of this proposal may be required.

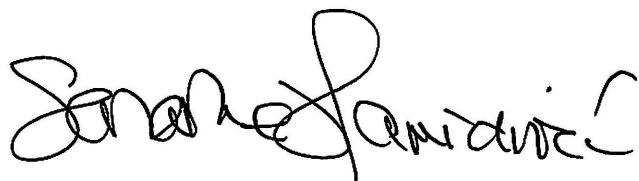


Cost of Tasks to be performed for HAND:

Task	Cost
Groundwater Monitoring Field Work and Analytical	\$5,416.14
Groundwater Monitoring Report	\$3,532.00
Reporting and Agency Coordination	\$4,352.50
Total	\$13,300.64

Environmental consulting services will be billed on a time and materials basis not to exceed the costs listed above. If additional services are requested outside the scope and budget constraints described above, VET will submit a proposal to HAND under separate cover. VET will provide HAND with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400.

Respectfully submitted,



Sara R. Hamidovic, MS, PE, CHMM, CPESC
President/CEO, Principal Engineer



Activity	Note	Units	Type		Unit Cost	Total Cost
Task 1. Low-Flow Groundwater Monitoring Event (within 24 hours of > 0.75 inch rain event)						
Field Work - Low-Flow Groundwater Monitoring	Principal Engineer	8	hours	@	\$156.55	\$1,252.40
	Senior Environmental Scientist	8	hours	@	\$105.55	\$844.40
	Mobilization/Demobilization	2	hours	@	\$75.90	\$151.80
Field Equipment	QED Low-Flow System	1	day	@	\$410.00	\$410.00
	Low-Flow Bladder	4	each	@	\$13.00	\$52.00
	Low-Flow Grab Plate	4	each	@	\$7.00	\$28.00
Groundwater Sampling	VOCs, Lead Scavengers - 4 Samples (Plus 1 Trip Blank and 1 Duplicate)	6	each	@	\$91.43	\$548.55
	Non-Standard Analytical VOCs - 1,4-dioxane by 8260D SIM and 1,2-dibromomethane by 8011 (Plus 1 Trip Blank and 1 Duplicate)	6	each	@	\$194.93	\$1,169.55
	PAHs - 4 Samples (Plus 1 Duplicate)	5	each	@	\$94.88	\$474.38
	Lead (Filtered and Unfiltered) - 3 Samples (Plus 1 Duplicate)	6	each	@	\$28.75	\$172.50
	Arsenic - (Filtered and Unfiltered) - 3 samples (Plus 1 Duplicate)	6	each	@	\$28.75	\$172.50
Laboratory Analytical (Level IV)	Groundwater	1	each	@	\$86.25	\$86.25
Daily Field Expense		1	day	@	\$50.00	\$50.00
Mileage (One Vehicle, One Round-Trip)		4.6	each	@	\$0.83	\$3.82
Subtotal						\$5,416.14
Task 2. Groundwater Monitoring Report						
IDEM Coordination and Low-Flow Groundwater Event Reporting	Principal Engineer	8	hours	@	\$156.55	\$1,252.40
	Project Manager	8	hours	@	\$105.55	\$844.40
	Staff Project	8	hours	@	\$97.25	\$778.00
	GIS Analyst	8	hours	@	\$75.90	\$607.20
Office Expenses		1	each	@	\$50.00	\$50.00
Subtotal						\$3,532.00
Task 3. IDEM Coordination						
IDEM Coordination and Low-Flow Groundwater Event Reporting	Principal Engineer	10	hours	@	\$156.55	\$1,565.50
	Project Manager	10	hours	@	\$105.55	\$1,055.50
	Staff Project	10	hours	@	\$97.25	\$972.50
	GIS Analyst	10	hours	@	\$75.90	\$759.00
Subtotal						\$4,352.50
Grand Total						\$13,300.64

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: Jane Kupersmith, 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:	\$37,824,734.00 \$37,984,850
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000 \$31,615,115
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. 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 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38 \$61,518.02	2024
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	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01 \$18,000,885.86	June 2021 – Dec. 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
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$160,115.85	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000 \$118,624.78	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
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	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

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23-56	Amendment to Agreement for Security Patrols
23-61	Amendment to Agreement with J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1 st Street Reconstruction for Hopewell
<u>2024</u>	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
24-51	Change Order Package #3 for Hopewell East
24-52	Amended READI Grant Agreement for Hopewell West
24-53	Amended Preliminary Design Agreement for Hopewell West
24-54	Relocation of Duke Power Lines in Hopewell East
24-55	Procurement and Installation of Park Cameras for Hopewell East
24-56	Agreement with Duke for 1 st Street Lighting
24-58	Second Amendment to Agreement with J.S. Held
24-59	Approval to Pay Water Meter Fee for Hopewell East
24-60	Amendment to Agreement with U3
24-62	Amendment to Agreement for Security Patrols to Extend Term
24-63	Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Agreement for Public Art in Hopewell East with Jonathan Racek (Boonyama LLC)
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 24-70 Approval of Additional Funding for Site Furnishings for Hopewell East
- 24-71 **Second Addendum to Agreement with VET for Environmental Services**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-72
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR
PHYSICAL IMPROVEMENTS TO 221 N. ROGERS STREET**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-23-MC-18-0013 for physical improvement activities; and

WHEREAS, funds to repair and repaint the exterior of the building at 221 N. Rogers St, Bloomington owned by Centerstone of Indiana, Inc. have been approved from said source; and

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

WHEREAS, a Community Development Block Grant Funding (CDBG) Agreement for physical improvements is presented to the Bloomington Redevelopment Commission for consideration and is attached to this Resolution as Exhibit A (“CDBG Agreement”); and

WHEREAS, the CDBG Agreement is for an amount that shall not exceed \$65,985.00; and

WHEREAS, the RDC has duly considered and reviewed the CDBG Agreement.

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

1. The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Centerstone of Indiana, Inc. to repair, strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington, is approved for an amount not to exceed Sixty Five Thousand Nine Hundred Eighty Five Dollars (\$65,985.00).

2. ***Restriction on Project Start Until Completion of Environmental Review and Funding Agreement.*** No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review required by Part 58 of the federal Code of Regulations (CFR) and a Notice to Proceed being issued by City program staff. The Environmental Review Record (“ERR”) must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or funding agreement execution may be a risk

of a choice limited action that risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this ____ day of October, 2024, by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Centerstone of Indiana, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 645 S. Rogers Street, Bloomington, IN, 47403, (herein called the “Subrecipient”), WITNESSETH:

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

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

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds to renovate the building located at 221 N. Rogers Street. Project funds can be used to scrap and paint the exterior. Funds can also be used to repair/replace any components uncovered by or related to the painting of the exterior structure. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)

☐ Income Eligibility:

C. Performance Monitoring

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

II. TERM OF AGREEMENT

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

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Sixty Five Thousand Nine Hundred and Eighty Five Dollars (**\$65,985.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Suzanne Koesel, Executive Director Centerstone of Indiana, Inc 645 S. Rogers St Bloomington, IN 47403 Contact Name: Melissa Brown Email: Melissa.Brown@centerstone.org Tel: (812) 343-1030
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or

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

H. Reversion of Assets.

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

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

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

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

- ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
 - b. "Program Year to Date Reporting Form" at project completion (if applicable);
 - c. Final status;
 - d. Beneficiary information (if applicable);
 - e. Certified payrolls (if applicable);
 - f. Section 3 Report (if applicable);
 - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

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

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day

period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

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

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

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

1. 570.600 General

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor,

subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval.

Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment

and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

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

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

- A. Exhibit A: 2024 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

CENTERSTONE OF INDIANA, INC:

By:

By:

Deborah Myerson, President

Suzanne Koesel, Executive Director

By:

By:

John West, Secretary

Board Chairperson



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2023 Program Year (Physical Improvements)

EXHIBIT A

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$106,100	Very Low (50%) Income Limits (\$) Click for More Detail	34,800	39,750	44,700	49,650	53,650	57,600	61,600	65,550
		Extremely Low Income Limits (\$)* Click for More Detail	20,900	23,850	26,850	31,200	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) Click for More Detail	55,650	63,550	71,550	79,450	85,850	92,200	98,550	104,900

[illegible]

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

1. The undersigned is the _____ of _____.
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Attachment B-1.
5. 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).

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public

Printed name

My Commission Expires: _____
My Commission Expires: _____

ATTACHMENT B-1
(attachment to Exhibit B)

Printout confirming the company's enrollment in E-Verify

EXHIBIT CSTATE OF INDIANA
DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification. In all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) required such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Requisition/Contract/Grant ID Number

Signature of Authorized Representative

Date

Printed Name and Title: _____

EXHIBIT D**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____,
2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT E

CDBG Subrecipient Procurement Procedures

Selecting the architect/professional engineer (if paid with CDBG funding and cost \$15,000 or more). Subrecipient must contact a minimum of three architects/professional engineers to design, approve all claims and to certify that all work included in the scope of work has been completed as designed and specified in the bid documents and any approved addenda.

Subrecipient must contact at least two (2) firms from the following groups by certified mail, return receipt required: DBEs, WBEs, MBEs or Section 3 Businesses. HAND staff can provide contact information for the DBEs, WBEs, MBEs and Section 3 firms within Monroe County, Indiana. Selection of the architect/professional engineer may be by low bidder or by best qualified team. If the selection is made by qualification, the City must have at least one person on the selection team. (Some projects may not require an architect or engineer. However, before this step is skipped, contact the Program Manager assigned to your project.) The agency's board of directors must approve the selection of the architect/engineer.

Bidding for construction, equipment or services. If appropriate, an architect/professional engineer may be used to prepare the scope of work, oversee the bidding/contracting/inspection of the project for the subrecipient. HAND's Program Manager, or the HAND Director's appointment must be informed of, and receive copies of: published public notices (must be reviewed by HAND before being published), all direct solicitations to bidders (must be reviewed by HAND before being mailed), pre-bid meetings/notes, bid opening meeting/notes, copies of all bids submitted at the bid opening, bid award announcement/notes, pre-construction meeting/notes, all project progress meetings/notes and final walk-through meeting/notes. The agency's board of directors must approve the selection of the contractor.

Processing invoices/claims to the City for reimbursement. The Subrecipient or their architect/professional engineer will prepare a claim/invoice to be processed for reimbursement. The claim/invoice should include only work (includes equipment and materials) that has been completed to date and paid for by the Subrecipient. The Subrecipient must submit proof of payment to their contractor, architects/engineers, suppliers, etc. with their claim/invoice for their claim to be processed (unless other arrangements have been arranged). Documentation needed for processing the invoice/claim shall include, but not limited to, invoices by any contractor, subcontractor, supplier, rented equipment, materials, etc. and, if applicable, all certified payrolls through the date of the work completed. Approximately 10% of the Subrecipient's allocation will be held until all work has been completed and all required paperwork has been submitted and accepted to close out the activity in HUD's Integrated Disbursements and Information System (IDIS).

Upon completion of the CDBG activity and before the final reimbursement to the agency, the agency will provide all appropriate agency beneficiary information to the City. The City will then "complete" the activity in HUD's Integrated Disbursement and Information System (IDIS) and process the final payment. For CDBG projects that were allocated and expended \$25,000 or more, the IDIS completion date begins the five (5) year compliance period. The City will place

deed restrictions on the parcel upon the activity completion date. During the compliance period, the use of the property cannot change (without prior approval of) and the Subrecipient is required to submit annual beneficiary information to the Program Manager responsible for the activity. Failure to submit beneficiary information to HAND during the compliance period may require the Subrecipient to return all or part of the CDBG funds to the City. After the five (5) year compliance period has been completed, HAND will remove the deed restrictions on the parcel.

A Certificate of Insurance for the Subrecipient's property improvement must be submitted when the project is completed and proof of insurance for the assisted property must be submitted annually during the five year compliance period. This document should be submitted to the Assistant Director HAND.

Service Provider agrees to furnish Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation – Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

EXHIBIT F

City of Bloomington Federal Construction Contract Provisions

FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Housing and Neighborhood Development Department
City of Bloomington
401 North Morton Street
Bloomington, Indiana 47401

**Required Contract Provisions
Federally Assisted Construction Contracts**

Resolution 24-72
Exhibit A

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Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana for the City of Bloomington, Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG Program.

**Required Contract Provisions
Federally Assisted Construction Contracts**

Resolution 24-72
Exhibit A

2

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Statement of Compliance
(Same as WH-348 to be used with computer generated payrolls)

**Required Contract Provisions
Federally Assisted Construction Contracts**

**Resolution 24-72
Exhibit A**

SECTION 1 General Information

BONDING REQUIREMENTS.

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36 1-12-14 e

The contracts exceeding \$200,000 for construction shall be as follows:

1. A bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

RETAINAGE: IC 36-1-12-14

Contracts in excess of \$200,000 require the retainage of 10% of the dollar value of all work satisfactorily completed by the contractor(s). The escrow agent shall be selected by mutual agreement between the board of the awarding agency and the contractor(s). The contractor shall be paid in full within sixty one (61) days after the date of substantial completion of the public work there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect/engineer shall be withheld until the item is completed.

CHANGE ORDERS: IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of the awarding agency and the contractor. All change orders must be directly related to the original public work project.

CONFLICT OF INTEREST: 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

MINORITY BUSINESS PARTICIPATION:

Although there is no Minority Business Enterprises or Women Business Enterprises requirement on this CDBG funded project, the contractor is encouraged to make their best efforts to achieve a goal of 10% MBE/WBE participation and maintain documentation supporting their best efforts. Only those businesses duly registered on IDOA's Minority and Women's Business Enterprises List may be counted toward the 10% goal.

RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to the contract shall be retained for a period of five years after completion of the project. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts and subcontracts of amounts in excess of \$200,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

**Required Contract Provisions
Federally Assisted Construction Contracts**

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in the project receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

ACCESS TO RECORDS: 24 CFR 85.42-e

The City, agency and the Comptroller General of the United States, or any of their authorized representatives,

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shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more) Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the City and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The contractor will designate and make known to the City an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved

in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of four years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking). The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CRF 5.12.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every

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subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b). The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800- 397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless

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authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION APPLICABLE TO ALL
SUBCONTRACTS, PURCHASE ORDERS AND OTHER
LOWER TIER TRANSACTIONS OF \$25,000 OR MORE**

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contract the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If a participant in a covered transaction knowingly enters

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into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts: All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where

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appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (City of Bloomington's Contract Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a

project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

OVERTIME REQUIREMENTS:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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**VIOLATIONS AND LIABILITY FOR UNPAID WAGES
AND LIQUIDATED DAMAGES:**

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

SECTION 4 Health and Safety

SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**IMPLEMENTATION OF CLEAN AIR ACT AND
FEDERAL WATER POLLUTION CONTROL ACT:**

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

**Required Contract Provisions
Federally Assisted Construction Contracts**

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal- aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L.91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L.92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements