AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
November 3, 2017
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES –October 16, 2017

III. EXAMINATION OF CLAIMS –October 20, 2017 for $105,249.51 and November 3, 2017 for $675,540.80

IV. EXAMINATION OF PAYROLL REGISTERS–October 13, 2017 for $28,271.61

V. REPORT OF OFFICERS AND COMMITTEES
- **A.** Director's Report
- **B.** Legal Report
- **C.** Treasurer's Report
- **D.** CTP Update Report

VI. NEW BUSINESS
- **A.** Resolution 17-86: Approval of Neighborhood Improvement Grant Allocations
- **B.** Resolution 17-87: To Amend Funding Approval in Redevelopment Commission Resolution 16-83 (Dimension Mill Design)
- **C.** Resolution 17-88: To Approve Funding for Construction of Farmer's Market Water Line Improvements
- **D.** Resolution 17-89: To Approve Funding for Construction of Improvements to Red Lot
- **E.** Resolution 17-90: To Approve Funding for Due Diligence Investigations at Johnson's Creamery
- **F.** Resolution 17-91: To Approve Completion of Statutory Process Regarding 627 N. Morton 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 or e-mail human.rights@bloomington.in.gov.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday*, October 16, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr. presiding**

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Mary Alice Rickert, Sue Sgambelluri and Kelly Smith

Commissioners Absent: Jennie Vaughan

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

Other(s) Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development (ESD); Jeff Underwood, City Controller; Brian Payne, Assistant Director Small Business Development, ESD; JD Boruff, Director, Facilities Maintenance; Matt Smethurst, Project Manager, Planning & Transportation; Andrew Cibor, Transportation and Traffic Engineer, Planning & Transportation; Dave Williams, Operations & Development Director, Parks & Recreation

II. READING OF THE MINUTES – Mary Alice Rickert made a motion to approve the October 2, 2017 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter made a motion to approve the claims register for October 6, 2017 for $397,619.89. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve the payroll register for September 29, 2017 for $28,338.52. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions

B. Legal Report. Thomas Cameron was available to answer questions.

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

D. CTP Update Report. Alex Crowley reported the Dimension Mill Inc. now has a Board of Directors and is getting ready for their first meeting. Patrick East, Executive Director for the Board of Directors is working on strategies for sponsorships or corporate sponsorships for the Dimension Mill. Crowley also reported being in full design mode in preparation for construction bids and hopes to have them done by the end of the year with a fall 2018 open date.

VI. NEW BUSINESS

A. Resolution 17-73: Approval of Physical Improvement Funding Agreement with Bloomington Housing Authority (BHA)

B. Resolution 17-74: Approval of Physical Improvement Funding Agreement with Monroe County United Ministries (MCUM)

C. Resolution 17-75: Approval of Physical Improvement Funding Agreement with LifeDesigns, Inc.

D. Resolution 17-76: Approval of Physical Improvement Funding Agreement with Parks & Recreation

E. Resolution 17-77: Approval of Physical Improvement Funding Agreement with Community Kitchen

F. Resolution 17-78: Approval of Physical Improvement Funding Agreement with Middle Way House

G. Resolution 17-79: Approval of Physical Improvement Funding Agreement with Monroe County Community School Corp. (MCCSC)

H. Resolution 17-80: Approval of Physical Improvement Funding Agreement with the City of Bloomington Public Works Department

Don Griffin asked for public comment on Resolutions 17-73 through 17-80. There was no public comment.

David Walter made a motion to approve Resolution 17-73, 17-74, 17-75, 17-76, 17-77, 17-78, 17-79, and 17-80. Sue Sgambelluri seconded the motion. The board unanimously approved.

I. Resolution 17-81: Approval of Project Review and Approval Form Regarding Farmer's Market Water Line Improvements. JD Boruff explained this project will include the installation of a new water service with a frost free hydrant that will primarily serve the Farmers Market. This will allow the Farmers Market to access water after the existing water lines, which were installed above the frost line, have to be shut down for the winter.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-81. David Walter seconded the motion. The board unanimously approved.

J. Resolution 17-82: Approval of Financing Contingency and Completion of Statutory Process Regarding 627 North Morton Street. Thomas Cameron pointed out Don Griffin recused himself from this resolution. Cameron stated one of the contingencies for the offer to purchase is to obtain financing to purchase 627 North Morton Street. Staff has worked with the City's Financial Advisor and Bond Counsel to explore the current financing landscape. The Redevelopment Commission has the ability to purchase 627 North Morton with funds from the Consolidated TIF and later, after complying with the appropriate statutory processes, issue a TIF Bond that would reimburse the Redevelopment Commission. Jeff Underwood stated this option gives us maximum flexibility.

Jennie Vaughan is listed as the signatory on this resolution. Cameron suggested having another commissioner as signatory in Jennie Vaughan's absence.

Sue Sgambelluri asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 17-82 with the amendment to replace Jennie Vaughan as the primary signatory with Mary Alice Rickert as the primary signatory. Mary Alice Rickert seconded the motion. Don Griffin abstained. The motion passes.

K. Resolution 17-83: Approval of Financing Contingency and Completion of Statutory Process Regarding 400 West 7th Street. Thomas Cameron reported receiving two independent appraisals for 400 West 7th Street. The average of the two appraisals is slightly less than the purchase price. There is a provision in this resolution stating the Redevelopment Commission is authorizing the purchase price and the purchase price exceeds the average of the two independent appraisals. Cameron stated the property is currently generating income therefore, if a bond is issued it will be a taxable bond.

Don Griffin asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 17-83. Mary Alice Rickert seconded the motion. The board unanimously approved.

L. Resolution 17-84: Amendment of Funding Approval in Resolution 17-41 (2nd and College Intersection). Matt Smethurst reported encountering unexpected rock that had to be excavated. Staff is requesting approval of a change order in the amount of $3,545 to cover the additional excavating charges. The proposed change orders increase the cost of the construction of the project by $3,545, which would increase the City's share of the construction contract to $210,423.74.

Don Griffin asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 17-84. Sue Sgambelluri seconded the motion. The board unanimously approved.

M. Resolution 17-85: Approval of Funding for Right of Way Clearing at the Intersection of Tapp and Rockport Road. Matt Smethurst reported as part of the upcoming Tapp and Rockport Road project, right of way needs to be cleared in order for utility companies to complete their relocation work. Smethurst stated the only bid was received for right of way clearing was from JR Ellington Tree Experts for an amount not to exceed $54,000.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-85. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

_____ _____

Donald Griffin, President Sue Sgambelluri, Secretary

_____

Date

17 - 86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Thirty-Nine Thousand Nine Hundred and Seventy Dollars ($39,970.00), are under the control of the Redevelopment Commission and may be expended for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department, pursuant to IC § 36-7-14-11(4); and

WHEREAS, the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Council for Neighborhood Improvement Grants for allocation of funds to be received;

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

The Redevelopment Commission hereby approves the following Neighborhood Improvement Grant Program Projects:

1. Broadview Neighborhood Association: **$22,000.00**
   The Broadview project continues an ongoing effort to improve the connection from Coolidge Avenue to the playground south of the Broadview Learning Center, by adding an entry way and a co-designed sculpture as an arch for the entrance at the head of the sidewalk.

2. Child's School & Sycamore Knolls Neighborhood Association: **$15,116.00**
   Childs Elementary School, with the support of the Sycamore Knolls Neighborhood Association, purposed to install a rain garden. The rain garden will serve as a city-wide community educational resource, teaching about the purpose of rain gardens and native plant species, as well as a mitigation device for area flooding.

3. Prospect Hill Neighborhood Association: **$2,854.00**

A street mural at the intersection of Fairview and Howe St, in front of Building Trades Park. The mural will be designed by a local artist, and painted by a team of neighborhood volunteers in spring of 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

President

ATTEST:

_____ _____

Secretary Date

Summary of 2017 Funding Round
2016 Neighborhood Improvement Grant Applications

Broadview Neighborhood Association

Total award request from the City	$22,000.00
Total value of match	$ 3,040.00
Total Project Cost	**$25,040.00**

The Broadview project continues an ongoing effort to improve the connection from Coolidge Avenue to the playground south of the Broadview Learning Center, by adding an entry way and co-designed sculpture as an arch for the entrance at the head of the sidewalk.

Childs School and Sycamore Knolls Neighborhood Association

Total award request from the City	$15,116.00
Total value of match	$ 4,331.00
Total Project Cost	**$19,447.00**

Childs Elementary School, with the support of the Sycamore Knolls Neighborhood Association, purposed to install a rain garden. The rain garden will serve as a city-wide community educational resource, teaching about the purpose of rain gardens and native plant species, as well as a mitigation device for area flooding.

Prospect Hill Neighborhood Association

Total award request from the City	$2,854.00
Total value of match	$ 680.00
Total Project Cost	**$3,534.00**

A street mural at the intersection of Fairview and Howe St, in front of Building Trades Park. The mural will be designed by a local artist, and painted by a team of neighborhood volunteers in spring of 2018.

17-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO AMEND FUNDING APPROVAL IN REDEVELOPMENT COMMISSION RESOLUTION 16-83 (DIMENSION MILL DESIGN)

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2011" (the "Bond") to pay for the acquisition and redevelopment of 12 acres of land included within the City's Certified Technology Park ("CTP"); and

WHEREAS, on September 6, 2016, the City of Bloomington ("City") brought the RDC a Project Review & Approval Form ("Form") which sought the support of the RDC to develop the Dimension Mill as tech office space ("Project"); and

WHEREAS, the RDC approved the Form in Resolution 16-55; and

WHEREAS, Resolution 16-55 identified the Bond as one potential source of funds for the Project; and

WHEREAS, in Resolution 16-83, the RDC approved a contract with Blackline Studio to provide Design Services for the Project (the "Agreement"); and

WHEREAS, the Agreement provides that additional services not specified in the Agreement must be authorized in writing by the City; and

WHEREAS, the City and Blackline Studio believe it is in the best interest of the Project to add soil boring services to the Agreement; and

WHEREAS, Staff has negotiated an Addendum to the Agreement ("Addendum"), which is attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to the terms of the Addendum, Blackline Studios will provide the City with the services set forth in Exhibit C to the Addendum for an amount not to exceed $4,600 ("Additional Services"); and

WHEREAS, there are sufficient Bond funds to pay for the Additional Services; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form ("Amended Form"), which updates the cost and timeframe of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC finds the Additional Services are an appropriate use of the Bond, and finds that the Additional Services serves the public's best interests.

2. The RDC notes that in Resolution 16-83 it approved a payment not to exceed $274,650.00 from the Bond funds (Fund 975-15-150000-53990) to pay for the Agreement. The RDC hereby extends the funding approval in Resolution 16-83 to December 31, 2018, unless further extended by the RDC.

3. In addition to the funding authorizations in Resolution 16-83, the RDC approves the payment of an amount not to exceed $4,600 from the Bond funds for the Additional Services pursuant to the terms of the Addendum. This funding authorization shall begin the date of execution of the Addendum and conclude December 31, 2018, unless extended by the RDC.

4. The RDC hereby authorizes Donald Griffin to sign the Addendum with Blackline Studio on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

FIRST ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AND BLACKLINE STUDIO FOR ARCHITECTURAL SERVICES

This Addendum supplements the Agreement between City of Bloomington Redevelopment Commission and Blackline Studio for Architectural Services ("Agreement") that was executed on December 5, 2016 as follows:

1. Scope of Services: Article 4 of the Agreement states: "Additional services not set forth in Article 1 . . . must be authorized in writing by the Commission . . . ." The Commission and Blackline Studio believe it is in the best interest of the project to add certain soil investigation services to the Scope of Services specified in Article 1 to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit C, which is attached to this Addendum and incorporated herein. The Commission explicitly consents to the use of Alt & Witzig Engineering, Inc. for the Additional Services.

2. Compensation: The City shall pay Blackline Studio an amount not to exceed $4,600 for the Additional Services.

3. In all other respects, the Agreement shall remain in effect as originally written.

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

REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

BLACKLINE STUDIO

_____
Craig McCormick, Principal

Date:_____

Redevelopment Commission Resolution 17-87
Exhibit B

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Dimension Mill Renovations

Project Manager: Alex Crowley, Director of Economic and Sustainable Development

Project Description:

The CTP Master Plan contemplated adaptive reuse of the Showers Dimension Mill, and identified the Dimension Mill as providing a "great opportunity for tech office space."

This project will build upon the programming work done by Kirkwood Design Studio and the Bloomington Economic Development Corporation to renovate and activate the Dimension Mill as tech office space, with the expectation that the City will retain long term ownership of the Dimension Mill.

Project Timeline: **Start Date:** **Fall 2016**
End Date: **2018**

Financial Information:

Estimated full cost of project:	$3,481,089.64
Sources of funds:	2011 CTP Bond Consolidated TIF 2015 TIF Bond CTP Fund

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

Phase/Work to Be Performed		Cost	Timeline
1	Project Management	$200,000	Fall 2016 – 2018
2	Design Contract	$279,250	Fall 2016 – 2018
3	Construction	$3,000,000	2017-2018
4	Security System	$1,839.64	February 2017 – 2020

TIF District: Consolidated TIF (Downtown TIF, 2010 Expansion)

Resolution History:
- 16-55 Original Project Review and Approval Form
- 16-57 Approval of Agreement with BEDC for Architect Selection
- 16-83 Approval of Design Contract with Blackline
- 17-13 Approval of Contract with Koorsen
- 17-50 Approval of Agreement with BEDC for Activation Coordination Services
- 17-60 Approval of Agreement with Patrick M. East for Operational Planning Services
- 17-87 Approval of Addendum to Design Contract with Blackline for Soil Borings

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

Alt & Witzig Engineering, Inc.
4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7040 • Fax (317) 876-3705

Exhibit C

October 13, 2017

City of Bloomington
c/o Weddle Bros. Building Group, LLC
2182 West Industrial Park Drive
Bloomington, Indiana 46404
Attention: Mr. Kelly Abel

Re: Dimensions Building Soils Investigation
Bloomington, Indiana
Proposal No. 17I369-Revised

Dear Mr. Abel,

In compliance with your recent request, the following proposal is submitted for the soils investigation at the Dimensions Building in Bloomington, Indiana. The purpose of our investigation will be to determine the existing soil conditions in and around the crawlspace area of the existing building.

We propose to investigate the subsurface soil conditions in the existing crawlspace by performing cores in the existing concrete floor slab. Hand auger borings and penetrometer tests will be performed on the subsurface soils in each of the core locations. These borings will be advanced as deep as possible with the hand equipment and the subsurface materials encountered.

To determine the depth to bedrock in the general vicinity of the existing crawl space, we would propose to drill exploratory test borings outside of the existing building. It will be our intention to advance each boring to bedrock, if possible.

Our investigation will include laboratory testing to determine the moisture content and other characteristics of the subsurface materials encountered. The results of our investigation will be presented in a written report.

Alt & Witzig will contact Indiana Underground Plant Protection Service to locate public utilities, but it will be the responsibility of the owner to locate any private utilities prior to field operations.

Our proposal assumes that the field work will be performed during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and could be completed in one (1) day. We propose to perform this investigation for a lump sum cost of $4,600.00, in accordance with the following fee breakdown:

Service	Units	Unit Cost	Subtotal
Drill Rig & Crew	1 Day	$1,500.00 / Day	$1,500.00
Coring Crew	1 Day	$2,500.00 / Day	$2,500.00
Laboratory & Report	Lump Sum	$450.00	$600.00
		Total Cost Estimate:	**$4,600.00**

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Mike Rose
Sr. Project Manager

Terms of payment are **Net 30 Days**. Balances over 30 days bear interest at 1-1/2% per month. In the event Alt & Witzig Engineering, Inc. is required to employ an attorney to collect any balances due, I agree to pay reasonable costs and attorney fees.

Authorization Signature Date

17-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO APPROVE FUNDING FOR CONSTRUCTION OF FARMER'S MARKET WATER LINE IMPROVEMENTS

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

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

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

WHEREAS, in Resolution 17-81, the RDC approved a Project Review and Approval Form ("Form") supporting improving the water line servicing the Farmer's Market at Shower's Plaza ("Project"); and

WHEREAS, Step 1 of the Project is identified as "Construction"; and

WHEREAS, pursuant to the City's procurement policies, Staff has identified Snedegar Construction, Inc. ("Snedegar") as the best provider of the Construction Services; and

WHEREAS, Staff has negotiated an agreement with Snedegar that is attached to this Resolution as Exhibit A ("Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Snedegar will construct the Project for an amount not to exceed Eight Thousand Seven Hundred Dollars ($8,700); and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Construction pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form ("Amended Form") which updates the Resolution History of the Project, and 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 above described expenditures to be an appropriate use of TIF and the 2015 TIF Bond, and finds that the Design Services of the Project serve the public's best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Eight Thousand Seven Hundred Dollars ($8,700) to pay for the Construction of the Project, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement ("Payment").

4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. 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 prior to April 1, 2018, the authorization provided under this Resolution shall expire on April 1, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

SNEDEGAR CONSTRUCTION, INC.

FOR

WATER SERVICE INSTALLATION AND REPAIRS TO EXISTING LINES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Snedegar Construction, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement within sixty (60) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eight Thousand Seven Hundred Dollars ($ 8,700.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount The** escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

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

4.04 **Withholding Funds for Completion of Contract If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be

determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

5.02. Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

.5.03. Successors and Assigns

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

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

.5.04. Extent of Agreement: Integration

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

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

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

.5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this

Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		Snedegar Construction, Inc.
Attn: J. D. Boruff		Attn: Chad Dick
P.O. Box 100 Suite 120		6935 South Old State Road 37
Bloomington, Indiana 47402		Bloomington, Indiana 47403

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

5.19 No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Attachment C, affirming that Contractor has not engaged in any collusive conduct.

Remainder of this page is left blank intentionally.

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

DATE: 10/31/17

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Kelly M. Boetman, Vice President

~~Dana Palazzo, Secretary~~ Adam Wason, Temporary Member

Philippa M. Guthrie, Corporation Counsel

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 10.18.17

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 10/18/17
FUND/ACCT: 439-15-399

ATTACHMENT 'A'

"SCOPE OF WORK"

WATER SERVICE INSTALLATION FOR FARMERS MARKET AND HYDRANT REPAIR

This project is to install a new meter service, water line and below grade hydrant at the City of Bloomington City Hall, also known as the Showers Building. This project shall include, but is not limited to, the following:

The scope of work includes the following:

- Installation of a 1 inch water line from existing meter pit to the paver brick area utilized by the Farmers Market.
- Installation of a below grade frost free hydrant.
- Repair of paver bricks around the installed hydrant box.
- Asphalt repairs around affected meter pit.
- Repair of existing frost free hydrant in parking lot island. If new hydrant is required, owner will provide.
- If rock is encountered that would prevent installation of water line or hydrant, owner will be responsible for any costs to remove.

Contractor Responsibilities include the following:

- Contractor shall provide all materials and parts required to complete project. The one exception being if additional paver bricks are needed, the City will provide them.
- Contractor is responsible for all permits and permissions required for the project.
- Contractor is responsible for keeping work area safe and free of hazards to the public.
- Contractor will maintain traffic through the work area unless permission is obtained from the City's representative.

ATTACHMENT "B"

E-VERIFY AFFIDAVIT

STATE OF INDIAN)
)SS:
COUNTY OF MONROE)

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

1. The undersigned is the _____ of _____.
   a. (job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby 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 INDIAN)
)SS:
COUNTY OF MONROE)

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

_____

Notary Public's Signature

_____

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into 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 _____, 20_____.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires:

_____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Water Service for Farmers Market/Showers City Hall
Project Manager: JD Boruff

Project Description:

This project will include the installation of a new water service with a frost free hydrant that will primarily serve the Farmers Market. The water line will be installed below the frost line and will include a frost free hydrant. This will allow the Farmers Market to access water after the existing water lines, which were installed above the frost line, have to be shut down for the winter.

To the extent this is an improvement of existing infrastructure (for instance, the replacement of water lines above the frost line with water lines below the frost line), it satisfies all four factors of the TIF Test.

1. It is substantial work that involves the addition of new parts.
2. Showers Plaza should have increased value, as water will be available throughout the year.
3. The improved water lines should perform equally well as a newly constructed water line.
4. These improvements are not part of the normal life cycle of Showers Plaza or the water lines.

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

Project Timeline:

Start Date: November 15, 2017
End Date: November 30, 2017

Financial Information:

Estimated full cost of project:	$8,700
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	$8,700

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	Construction	$8,700	November 2017

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-81 Approval of Project Review and Approval Form
17-88 Approval of Funding for Construction

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

17-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE FUNDING FOR CONSTRUCTION OF IMPROVEMENTS TO RED LOT

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2011" (the "Bond") to pay for the acquisition and redevelopment of 12 acres of land included within the City's Certified Technology Park ("CTP"); and

WHEREAS, on August 15, 2015, the RDC approved Resolution 15-60, which approved a Project Review and Approval Form ("Form") regarding the first phase of infrastructure improvements in the CTP (the "Project"); and

WHEREAS, pursuant to Resolution 15-60, in Resolution 17-62, the RDC approved a Notice of Offering for the Red Lot; and

WHEREAS, the RDC received two responses to the Notice of Offering; and

WHEREAS, Staff has worked with both respondents—Morton Street Properties and the Monroe County Government—to better understand their proposals; and

WHEREAS, Staff anticipates having presenting a Project Agreement with Morton Street Properties for part of the Red Lot at the RDC's next meeting, and anticipates presenting a Project Agreement with the Monroe County Government for the remainder of the Red Lot later this year or early in 2018; and

WHEREAS, pursuant to the draft Project Agreement with Morton Street Properties, the RDC would be responsible for reconfiguring the Red Lot ("Reconfiguration"); and

WHEREAS, a map of the anticipated Reconfiguration is attached to this Resolution as Exhibit C; and

WHEREAS, Step 2b of the Form was Construction; and

WHEREAS, pursuant to the City's procurement policies, Staff has identified Milestone Contractors, L.P. ("Milestone") as the best provider of the Construction Services; and

WHEREAS, Staff has negotiated an agreement with Milestone that is attached to this Resolution as Exhibit A ("Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Milestone will construct the Reconfiguration for an amount not to exceed Four Hundred Twenty Six Thousand Dollars ($426,000), and will be substantially complete with the Reconfiguration by December 15, 2017; and

WHEREAS, there are sufficient Bond Funds to pay for the Reconfiguration pursuant to the terms of the Agreement; and

WHEREAS, in order to minimize the impact of the Reconfiguration on all relevant parties, Staff recommends approving the Agreement at this time; and

WHEREAS, the City has brought the RDC an Amended Form which updates the cost of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.

2. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF and the 2011 Bond, and finds that the Reconfiguration serves the public's best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Four Hundred Twenty Six Thousand Dollars ($426,000) to pay for the Reconfiguration, to be payable in accordance with the terms of the Agreement ("Payment"). This authorization is contingent upon the Plan Commission's approval of the Reconfiguration, which is expected to be granted at its November 13, 2017 meeting. Staff shall not issue a Notice to Proceed to Milestone until the RDC and Morton Street Properties have approved a Project Agreement regarding the Red Lot.

4. The Payment authorized above may be made from the Consolidated TIF, the 2011 Bond, or a combination of the Consolidated TIF and the 2011 Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

5. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Hundred Dollars ($200) from the 2011 Bond to pay for the costs of publishing the required Invitation to Bidders in the Herald Times.

6. Don Griffin is authorized to sign the Agreement on behalf of the RDC.

7. The funding authorizations approved by this Resolution shall terminate July 31, 2018, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

MILESTONE CONTRACTORS, L.P.

FOR

PARKING LOT IMPROVEMENTS

THIS AGREEMENT, executed by and between the City of Bloomington Redevelopment Commission (hereinafter CITY), and Milestone Contractors, L.P., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services to construct parking lot improvements (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement by April 15, 2017, unless the parties mutually agree to a later completion date. CONTRACTOR shall substantially complete all work by December 15, 2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work except the landscaping.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be $100 per day. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

3.01 The CITY shall pay CONTRACTOR an amount not to exceed Four Hundred Twenty Six Thousand Dollars ($426,000) for the completion of all services specified in this Agreement, including any and all fees and expenses (including costs of any authorized subcontractors). CONTRACTOR shall submit an invoice to the CITY's Construction Manager, Weddle Bros. Building Group, LLC ("CONSULTANT"). The CITY shall make payment within forty-five days of CONSULTANT's approval of the Invoice. In addition to the provisions in Article 4, the CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.05 **Project Manager** CONSULTANT shall act as the CITY's representative under this Agreement.

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

Unsuitable performance of the work as determined by the PROJECT MANAGER or her representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance and Payment Bonds.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

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

Coverage	Limits
A. Worker's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
C. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 combined
D. Professional Liability (Errors & Omissions)	$1,000,000 aggregate
E. Umbrella Excess Liability (over auto and commercial general liability)	$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the Services as provided in the Contract Documents.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the PROJECT MANAGER. The approval

by the PROJECT MANAGER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the PROJECT MANAGER.

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

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

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

5.11 **Amendments/Changes**

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington Attn: Alex Crowley P.O. Box 100 Suite 150 Bloomington, Indiana 47402	Milestone Contractors L.P. Attn: Todd A. Fawver 4755 W. Arlington Road Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Redevelopment Commission

BY:

_____
Donald Griffin, President

_____
Sue Sgambelluri, Secretary

Milestone Contractors, L.P.

BY:

_____
Todd A. Fawver, Vice President

ATTACHMENT A

"SCOPE OF WORK"

PARKING LOT IMPROVEMENTS

This project shall include, but is not limited to the SCOPE OF WORK:

This project shall include, but is not limited to site and electrical demolition, storm drainage, site lighting, concrete curbs and dumpster pads, new pavement and striping, sidewalks, landscaping, and required traffic maintenance and accessibility.

ATTACHMENT B

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.

3. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.

5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.

6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	**$_____**

Method of Compliance (Specify) _____

_____

Date: _____, 20_____

_____
Signature

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

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

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

ATTACHMENT C

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

2. The undersigned is duly authorized and has full authority to execute this Affidavit.

3. The company named herein that employs the undersigned:
   iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   iv. is a subcontractor on a contract to provide services to the City of Bloomington.

4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of $150,000 is in accordance with Indiana Code 4-13-18 as amended.

5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

ESCROW AGREEMENT

PARKING LOT IMPROVEMENTS

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Bloomington Redevelopment Commission (the "Owner"), and _____, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

OWNER:
City of Bloomington
Redevelopment Commission
By:

_____
Donald Griffin, President

ESCROW AGENT:
First Financial Bank
By:

_____
Name:_____
Title:_____

MILESTONE CONTRACTORS, L.P.:
By:

_____
Todd Fawver, Vice President
Tax I.D. Number:_____

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name:	**CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)**
Project Manager:	Andrew Cibor, Alex Crowley
Project Description:	This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans. It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
End Date: December, 2018

Financial Information:

Estimated full cost of project:	$9,306,209.39
Sources of funds (**bold** = primary):	**975 – 2011 Downtown Redev Bond**
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	$802,759.39[1]	September 2014 – October 2017
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	$3,450	August 2016 – December 2017
2a[2]	Construction Management	$499,500	November 2017 – December 2018
2b	Construction	$10,500,000	November 2017 – December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History:
15-06 Approval of 2015 Design Contract
15-13 Approval of Additional Survey Work
15-60 Approval of Original Project Review and Approval Form
15-75 Approval of Amended Project Review and Approval Form
15-76 Approval of Additional Design Services (Geotechnical)
16-34 Approval of 2016 Design Contract
17-22 Approval of Additional Design Services
17-51 Approval of Appraisals
17-61 Approval of Construction Management Agreement

[1] This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.
[2] Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

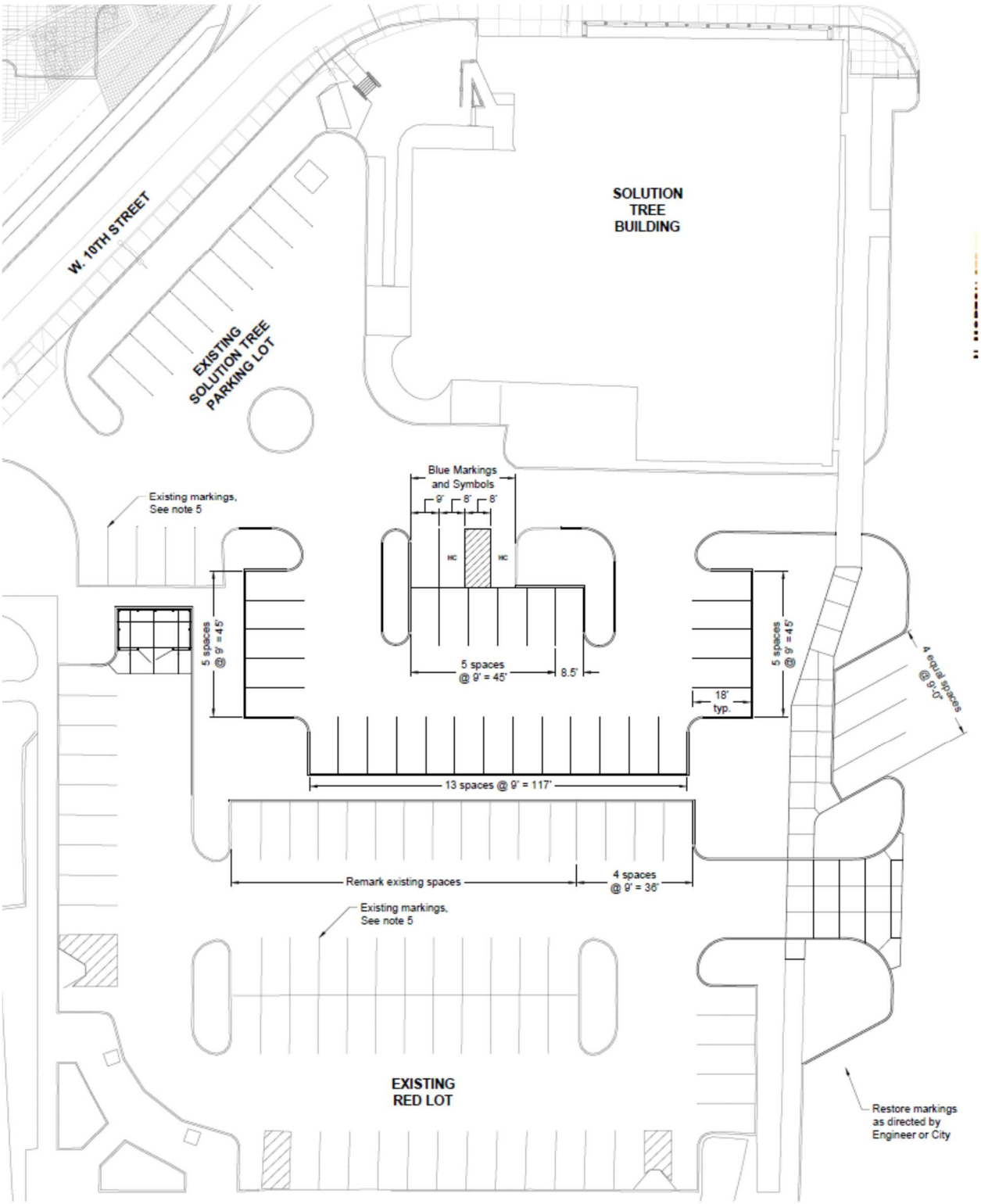
17-62 Approval of Offering Sheet
17-89 Approval of Construction for Parking Lot Improvements

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

PLANS FOR RECONFIGURATION OF THE RED LOT



17-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO APPROVE FUNDING FOR DUE DILIGENCE INVESTIGATIONS AT JOHNSON'S CREAMERY

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

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

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, in Resolution 17-57, the RDC approved an Offer to Purchase 400 W. 7th Street, better known as Johnson's Creamery (the "Project"), and an associated Project Review and Approval Form ("Form"); and

WHEREAS, Step 2 of the Form was identified as "Other Due Diligence Expenses"; and

WHEREAS, after reviewing the documentation provided by the Seller, Staff recommends obtaining a roof survey and wall assessment ("Building Envelope Review"), a review of the current HVAC system and a design for an optimal HVAC system ("HVAC Review"), and a structural review of the Smoke Stack ("Structural Review") (collectively the "Due Diligence Expenses"); and

WHEREAS, pursuant to the City's procurement services, Staff has identified STR Building Resources LLC ("STR-SEG") as the best provider of the Building Envelope Review, Commercial Service of Bloomington, Inc. ("Commercial Service") as the best provider of the HVAC Review, and Arsee Engineers, Inc. ("Arsee Engineers") as the best provider of the Structural Review; and

WHEREAS, Staff has negotiated agreements with STR-SEG, Commercial Service, and Arsee Engineers, which are attached to this Resolution as Exhibit A, Exhibit B, and Exhibit C, respectively; and

WHEREAS, pursuant to the terms of the Agreements, STR-SEG will provide the Building Envelope Review for an amount not to exceed Ten Thousand Dollars ($10,000), Commercial Service will provide the HVAC Review for an amount not to exceed Ten Thousand Dollars ($10,000), and Arsee Engineers will provide the Structural Review for an amount not to exceed Thirteen Thousand Five Hundred Dollars ($13,500); and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Due Diligence Expenses; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form ("Amended Form"), which updates the cost of this Project, which is attached to this Resolution as Exhibit D.

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

1. The RDC finds the Due Diligence Services are an appropriate use of the Consolidated TIF, and finds that the Due Diligence Services serves the public's best interests.

2. The RDC approves the payment of

    a. An amount not to exceed $10,000 to STR-SEG for the Building Envelope Review, pursuant to the terms of Exhibit A;
    b. An amount not to exceed $10,000 to Commercial Service for the HVAC Review, pursuant to the terms of Exhibit B;
    c. An amount not to exceed $13,500 to Arsee Engineers for the Structural Review, pursuant to the terms of Exhibit C;

    These payments shall be made from the Consolidated TIF. These funding authorizations shall conclude March 31, 2018, unless extended by the RDC.

3. The RDC hereby authorizes Donald Griffin to sign the Agreements with STR-SEG, Commercial Service, and Arsee Engineers on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

Redevelopment Commission Resolution 17-90
Exhibit A

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

REDEVELOPMENT COMMISSION

AND

STR BUILDING RESOURCES LLC

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as the "RDC"), and STR Building Resources LLC (hereinafter referred to as "STR-SEG"),

WITNESSETH:

WHEREAS, the RDC is in the process of obtaining due diligence on the Johnson's Creamery Building; and

WHEREAS, as part of that due diligence process, the RDC desires to have a roof survey and wall assessment be completed ("Investigatory Services"); and

WHEREAS, STR-SEG is qualified, willing, and able to conduct the Investigatory Services for the Commission.

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

Article 1. <u>Scope of Services</u>:

STR-SEG shall provide a Roof Survey and Wall Assessment for Johnson's Creamery, 400 W. 7th Street, Bloomington, Indiana.

Roof Survey:

- STR-SEG will conduct a visual survey of the roof of Johnson's Creamery. This will include:
    - Observations to determine the roof's general appearance, surface conditions, and membrane characteristics and conditions;
    - Observations of the edge conditions of the roof, including base flashings, counter-flashing, coping, perimeter walls, and fascia;
    - Observations around equipment to include flashing, caulking, traffic patterns, drainage, and contaminants;
    - Observations of pitch pans/pockets, vents, drains, and other roof penetrations;

  - Observations of building exterior wall materials and penetrations associated with the roof system, such as scuppers and overflow outlets;
  - Observation of expansion joints and control joints;
  - Observations of the general drainage characteristics of the roofs;
- From the visual survey, STR-SEG will provide the RDC with a report that includes:
  - A PDF roof plan showing significant features, made available through STR-SEG's web-based database;
  - A PDF repair list including digital photographs, a brief description of each anomaly, and the recommended repair, made available through STR-SEG's web-based database;
  - A PDF repair drawing noting repair locations and possible problem areas, made available through STR-SEG's web-based database;
  - The general condition of the roofs, including recommendations for any additional services that may be required.

Wall Assessment:

- STR-SEG will conduct a wall assessment for all elevations of the Johnson's Creamery, including the smoke stack. STR-SEG will provide investigative services as required for a complete and comprehensive assessment of the existing building envelope components including: block walls, pre-cast panels, neoprene seals, sealants, glass panels, joints, windows, and other related or associated assemblies.
- From the wall assessment, STR-SEG will provide the RDC with an Assessment Report, including the associated cost, to address all deficiencies discovered as part of the wall assessment. This will include: (1) an introductory analysis of existing construction, including current and past reported problems or conditions as reported by the facility personnel, (2) a summary of the findings of the investigation, including explanation of all means and methods used during the investigation, and (3) a conclusion identifying the problem areas, situations, deterioration, or possible deterioration encountered during STR-SEG's wall assessment, including solutions for the recommended work, materials, and associated costs.
- For the sake of clarity, the Assessment Report will include a structural analysis of the smoke stack.

STR-SEG shall diligently pursue its services under this Agreement and shall complete the services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

STR-SEG shall complete all work required under this Agreement on or before November 27, 2017, unless the parties mutually agree to a later completion date.

In the performance of STR-SEG's work, STR-SEG agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as Project Manager. STR-SEG agrees that any information or documents, including

digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by STR-SEG for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: STR-SEG shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The RDC shall be the sole judge of the adequacy of STR-SEG's work in meeting such standards, however, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to STR-SEG and by mutual agreement between the parties, STR-SEG will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the RDC: The RDC shall provide all necessary information regarding requirements for the Services, including coordinating access to the project sites as is necessary for STR-SEG to perform its work. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and STR-SEG shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The RDC shall pay STR-SEG for all fees and expenses an amount not to exceed Ten Thousand Dollars ($10,000.00). In the event that the RDC requires roof design services for Johnson's Creamery, and retains STR-SEG for those roof design services, $2,500 shall be credited toward the roof design services.

Upon completion of the Services set forth in Article 1, STR-SEG shall submit an Invoice to the RDC.

STR-SEG shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to STR-SEG within forty-five (45) days of receipt of invoice.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to STR-SEG. STR-SEG shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay STR-SEG 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 STR-SEG'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 STR-SEG in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 7. Identity of the Consultant: STR-SEG acknowledges that one of the primary reasons for its selection by the RDC to perform the duties described in this Agreement is the qualification and experience of STR-SEG. STR-SEG thus agrees that the services to be done pursuant to this Agreement shall be performed by STR-SEG. STR-SEG shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of STR-SEG's personnel or proposed outside professional sub-consultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by STR-SEG shall represent the best judgment of STR-SEG based upon the information currently available and upon STR-SEG's background and experience with respect to projects of this nature. It is recognized, however, that neither STR-SEG nor the RDC 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, STR-SEG cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by STR-SEG 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 RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse

or modification without prior written authorization of STR-SEG will be at the RDC's sole risk and without liability or legal exposure to STR-SEG. The Commission shall indemnify, defend, and hold harmless STR-SEG against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by STR-SEG will entitle STR-SEG to additional compensation at rates to be agreed upon by the RDC and STR-SEG.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by STR-SEG and furnished to the RDC as part of the Services shall become the property of the RDC. STR-SEG shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of STR-SEG.

Article 11. Independent Contractor Status: During the entire term of this Agreement, STR-SEG 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 RDC. STR-SEG 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 12. Indemnification: STR-SEG shall indemnify and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, STR-SEG shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers,

employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

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

Article 14. Conflict of Interest: STR-SEG declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. STR-SEG agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the RDC nor STR-SEG shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, STR-SEG may assign its rights to payment without the RDC's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and STR-SEG.

Article 19. 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 20. Non-Discrimination: STR-SEG shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, STR-SEG 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. When appropriate, STR-SEG shall advise the RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, STR-SEG shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. STR-SEG 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). STR-SEG shall sign an affidavit, attached as Exhibit B, affirming that STR-SEG 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.

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

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

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

STR-SEG:

Patrick Wells
STR Building Resources, LLC
16848 Southpark Drive, Suite 300
Westfield, IN 46074

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and STR-SEG.

Article 24. Intent to be Bound: The RDC and STR-SEG each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and STR-SEG. 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 26. Non-Collusion: STR-SEG is required to certify that it has not, nor has any other member, representative, or agent of STR-SEG, 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. STR-SEG shall sign an affidavit, attached hereto as Exhibit B, affirming that STR-SEG has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, Jr., President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

STR BUILDING RESOURCES, LLC

_____
Patrick Wells, Account Manager

Date:_____

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

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:
   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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF _____)
) 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 _____, 2017.

STR Building Resources, LLC

By: _____

_____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires on:
_____

Redevelopment Commission Resolution 17-90
Exhibit B

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

REDEVELOPMENT COMMISSION

AND

COMMERCIAL SERVICE OF BLOOMINGTON, INC.

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as the "RDC"), and Commercial Service of Bloomington, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the RDC is in the process of obtaining due diligence on the Johnson's Creamery Building; and

WHEREAS, as part of that due diligence process, the RDC desires to have an analysis of the HVAC system and design of an optimal HVAC system be completed ("Investigatory Services"); and

WHEREAS, Consultant is qualified, willing, and able to conduct the Investigatory Services for the Commission.

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

Article 1. <u>Scope of Services</u>:

Consultant shall perform the following Investigatory Services:

1. List and analyze current HVAC equipment condition (including cooling tower, boiler, water source heat pumps throughout the building and roof equipment).
2. Quote recommended maintenance for the current HVAC equipment.
3. Quote price on replacing current HVAC equipment with high efficiency upgrades of substantially the same design.
4. Provide recommendations, including design and an estimate of cost, on an optimized HVAC system.

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

Consultant shall complete all work required under this Agreement on or before November 27, 2017, unless the parties mutually agree to a later completion date.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The RDC shall be the sole judge of the adequacy of Consultant's work in meeting such standards, however, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the RDC: The RDC shall provide all necessary information regarding requirements for the Services, including coordinating access to the project sites as is necessary for Consultant to perform its work. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The RDC shall pay Consultant for all fees and expenses an amount not to exceed Ten Thousand Dollars ($10,000.00).

Upon completion of the Services set forth in Article 1, Consultant shall submit an Invoice to the RDC.

Consultant shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Article 7. Identity of the Consultant: Consultant acknowledges that one of the primary reasons for its selection by the RDC to perform the duties described in this Agreement is the qualification and experience of Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of Consultant's personnel or proposed outside professional sub-Consultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project. The RDC expressly consents to Heinz & Associates, LLC as a subcontractor.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the RDC 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, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the RDC's sole risk and without liability or legal exposure to Consultant. The Commission shall indemnify, defend, and hold harmless Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Consultant will entitle Consultant to additional compensation at rates to be agreed upon by the RDC and Consultant.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the RDC as part of the Services shall become the property of the RDC. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the RDC. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification: Consultant shall indemnify and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the RDC nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the RDC's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Consultant.

Article 19. 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 20. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise the RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

Consultant:

Adam Sater
Commercial Service of Bloomington, Inc.
1833 S. Curry Pike
Bloomington, IN 47403

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

Article 24. Intent to be Bound: The RDC and Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 27. <u>No Pecuniary Interest:</u> Consultant represents and warrants that no member of the Redevelopment Commission, including the Redevelopment Commission's nonvoting advisor Kelly Smith, has a pecuniary interest in this transaction.

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

<u>CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION</u>

_____
Donald Griffin, Jr., President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

<u>COMMERCIAL SERVICE OF BLOOMINGTON, INC.</u>

_____
Adam Sater, Vice President of Commercial Operations

Date:_____

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

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:
   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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF _____)
) 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 _____, 2017.

Commercial Service of Bloomington, Inc.

By: _____

_____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires on:
_____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Property Acquisition in The Trades District

Project Manager: Alex Crowley

Project Description:

This project proposes to acquire 400 W. 7th Street, better known as Johnson's Creamery (a property within The Trades District) to be used in a manner consistent with the RDC's vision for the Trades District. There is no intention to terminate existing leases in the building. Vacant space in the building will be able to be used to support the RDC's vision for the Trades District or as additional City office space.

The acquisition of property is an appropriate use of Tax Increment.

Project Timeline:

Start Date: August 2017
End Date: December 2017

Financial Information:

Estimated full cost of project:	$4,378,500
Sources of funds:	
Consolidated TIF	$4,378,500

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	Appraisals	$5,000	August 2017 – September 2017
2	Other Due Diligence Expenses	$33,500	August 2017 – November 2017
2	Property Acquisition	$4,340,000	December 2017

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-57 Approval of Project Review and Approval Form and Offer to Purchase

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

17-91
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE COMPLETION OF STATUTORY PROCESS REGARDING 627 N. MORTON STREET

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

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

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, in Resolution 17-55, the Redevelopment Commission accepted an Offer to Purchase 627 N. Morton Street (the "Project"), with certain contingencies that must be satisfied; and

WHEREAS, the Redevelopment Commission has previously accepted all contingencies except the contingency found in Section 2.10 regarding the completion of the Redevelopment Commission's statutory obligations; and

WHEREAS, the Redevelopment Commission has obtained two appraisals of 400 W. 7th Street, completing the statutory requirements set forth in Indiana Code 36-7-14; and

WHEREAS, because the purchase price in the Offer to Purchase exceeded the average of the two independent appraisals, Staff worked with the Sellers on an Amendment to the Offer to Purchase to reduce the Purchase Price; and

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

WHEREAS, Staff recommends that the RDC approve the Amendment, and find that the statutory requirements have been completed;

WHEREAS, there are sufficient funds in the Consolidated TIF for the purchase of 627 N. Morton Street; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form ("Amended Form"), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, reiterates that the Project serves the public's best interest, and finds that the acquisition of 627 N. Morton Street is an appropriate use of the Consolidated TIF.

2. The RDC approves the Amendment to the Offer to Purchase attached to this Resolution as Exhibit A. The RDC authorizes the City of Bloomington to pay the purchase price of Eight Hundred Thirteen Thousand Dollars ($813,000) from the Consolidated TIF for the purchase of 627 N. Morton Street. The RDC reiterates its statement from Resolution 17-82 that it may subsequently issue a TIF Bond that would reimburse the RDC for the purchase of 627 N. Morton Street.

3. The RDC has obtained the two independent appraisals required by Indiana Code § 36-7-14-19(b). Although the purchase price in the Offer to Purchase exceeds the average of the two independent appraisals, pursuant to Indiana Code § 36-7-14-19(b), the Redevelopment Commission specifically authorizes the payment of the purchase price set forth in the Amendment.

4. Article 4 of the Offer to Purchase provides that costs of closing, except those specified elsewhere in the Offer to Purchase, shall be shared between Buyer and Seller. In addition to the purchase price, the Redevelopment Commission authorizes the expenditure of up to Five Thousand Dollars ($5,000.00) for closing costs, to be paid from the Consolidated TIF.

5. The RDC authorizes Jennie Vaughan to sign any documents that Staff determines to be necessary to effectuate the purchase of 627 N. Morton Street, including any necessary extension to the time period specified in the Offer to Purchase for closing. The Redevelopment Commission wishes to close on the purchase of the Property by December 1, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Jennie Vaughan, Vice President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

FIRST AMENDMENT TO OFFER TO PURCHASE REAL ESTATE

This Amendment revises the Offer to Purchase Real Estate between City of Bloomington Redevelopment Commission and KNR Investments (including Counter Offer #1) that was fully executed on July 18, 2017:

1. Purchase Price: Article 1 of the Offer to Purchase Real Estate previously provided a purchase price of Eight Hundred Fifty Thousand Dollars ($850,000). That purchase price is hereby revised to provide a purchase price of Eight Hundred Thirteen Thousand Dollars ($813,000).

2. Real Estate Taxes: Article 2.6 of the Offer to Purchase Real Estate previously stated: "Sellers shall pay all real estate taxes assessed prior to or in 2017 payable before or in 2018. This payment can be done either by Sellers making a direct payment of the real estate taxes or by Buyers receiving a credit at Closing. The taxes assessed in 2018 payable in 2019 shall be pro-rated to the date of Closing." This Article shall be replaced with the following: "Sellers shall pay all real estate taxes assessed prior to or in 2016 and payable before or in 2017. This payment can be done either by Sellers making a direct payment of the real estate taxes or by Buyers receiving a credit at Closing. Taxes assessed in or after 2017 payable in or after 2018 shall be the responsibility of the Buyer."

3. In all other respects, the Agreement shall remain in effect as originally written.

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

REDEVELOPMENT COMMISSION

_____
Jennie Vaughan, Vice President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

KNR INVESTMENTS, LLC

_____

Date:_____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Property Acquisition in The Trades District

Project Manager: Alex Crowley

Project Description:

This project proposes to acquire 627 N. Morton Street (a property within The Trades District) to be redeveloped in a manner consistent with the other property owned by the Redevelopment Commission within The Trades District and the CTP Master Plan.

The acquisition of property is an appropriate use of Tax Increment.

Project Timeline:

Start Date: August 2017
End Date: December 2017

Financial Information:

Estimated full cost of project:	$823,000
Sources of funds:	
Consolidated TIF	$823,000

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

Step	Description	Estimated Cost	Timeline
1	Appraisals	$5,000	August 2017 – September 2017
2	Property Acquisition	$813,000	November 2017
3	Closing Costs	$5,000	November 2017

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-55 Approval of Project Review and Approval Form and Offer to Purchase
17-59 Approval of Appraisals
17-64 Approval of Due Diligence Conditions
17-82 Approval of Financing Contingency
17-91 Completion of Statutory Process; Approval of Acquisition

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____