

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**McCloskey Conference Room**  
**January 8, 2018**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 18, 2017
- III. EXAMINATION OF CLAIMS** –December 29, 2017 for \$317,543.24
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 8, 2017 for \$29,829.97 and December 22, 2017 for \$29,589.97
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. CTP Update Report (30-60 day milestones regarding the Trades District and Dimension Mill)
- VI. NEW BUSINESS**
  - A. Election of Officers
  - B. Resolution 18-01: Approving of 2018 Redevelopment Commission Meeting Schedule
  - C. Resolution 18-02: Approval of Change Orders to Project Agreement with Morton Street Properties
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, December 18, 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, Sue Sgambelluri, Jennie Vaughan, Mary Alice Rickert, and Kelly Smith

Commissioners Absent: None

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, Housing and Neighborhood Development (HAND)

Others Present: Alex Crowley, Director, Economic & Sustainable Development (ESD); Jeff Underwood, City Controller; Neil Kopper, Project Engineer, Planning & Transportation; Andrew Cibor, Transportation & Traffic Engineer, Planning & Transportation; Philippa Guthrie, Corporation Counsel, City Legal Department; Dave Williams, Operations Director, Parks & Recreation; Paula McDevitt, Director, Parks & Recreation; Danielle McClelland, BCT Management, Inc.; Kurt Christian, Herald-Times; Ted Fergusson, Ferguson Law

- II. READING OF THE MINUTES** – Jennie Vaughn made a motion to approve the December 4, 2017 minutes. Mary Alice Rickert seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – David Walter made a motion to approve the claim registers for December 15, 2017 for \$406,052.81. Jennie Vaughan seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri made a motion to approve the payroll registers for November 22, 2017 for \$29,769.39. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report. None.
  - B. Legal Report. None.
  - C. Treasurer's Report. None.
  - D. CTP Update Report. Jeff Underwood reported bids will be going out this week for the Dimension Mill. Bids will be opened on January 16, 2018 @ 2:00 p.m. and reviewed with the construction manager and design team.

The work for the Red Lot and Solution Tree is complete with the exception of the striping and landscape, which will be completed in the spring. The parking lots are now open.

David Walter asked about the status of the Administration Building, Kiln, and Garage. Underwood stated negotiations are ongoing for the Administration Building. There are no current plans for the Kiln. However, after having conversations with the Historic Preservation Commission, we are looking into other alternatives for the Kiln. The Garage is not historic and there are no plans to reuse the building at this time, other than possibly reusing some of the materials.

## **VI. NEW BUSINESS**

- A.** Resolution 17-101: Approving a Second Addendum to the Design Contract for Additional Services to be provided by Rundell Ernstberger at Switchyard. Dave Williams stated the total addendum is for \$24,500 for additional services. Below is a description of the requested services:

HVAC Systems Design - \$4,500. Additional services to redesign the HVAC system in the park Splash Pad restroom/mechanical building to allow for early spring and late fall public use. Design of a secondary dedicated HVAC system and chemical fire suppression system for the room at the Bloomington Police Sub- Station Facility dedicated to IT use and electronic surveillance of Switchyard Park. Rundell Ernstberger will be the recipient of funds.

Revise and resubmit Environmental Remediation Plan - \$20,000. This is a former railroad Switchyard Park property. The property has containments of coal ash and cinder. Early in the project design the EPA standards called for substantial clean coverage soil over most of the property. The EPA has now changed their coverage requirements for the specific contaminants found on this property which will require much less soil coverage than originally needed. The cost or construction estimated for imported dirt will decrease by \$600,000.

An Environmental Remediation Plan based on the changes will need to be resubmitted to the Indiana Department of Environmental Management. We are seeking an environmental covenant from the State for Switchyard Park. It is the highest level of protection. Sue Sgambelluri asked Williams to talk more about the covenant. Williams explained it is the highest level of protection for a completed clean-up that the State offers. It gives the City of Bloomington a covenant that ensures the State will not try to enforce against the City of Bloomington related to environmental issues at the site.

Mary Alice Rickert and Sue Sgambelluri expressed concern over the large decrease in soil coverage required. Williams stated we are following the recommendations made by IDEM and their consultant and the standards will achieve the environmental covenant from the State.

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

Sue Sgambelluri made a motion to approve Resolution 17-101. David Walter seconded the motion. The board unanimously approved.

- B.** Resolution 17-102: Approving LEED Consultant Contract for the Switchyard Park. Dave Williams reported that City ordinance requires LEED Silver designation for occupied new construction buildings. Therefore, we need to enlist a specialty consultant that will provide commissioning services alongside Rundell Ernstberger's architectural team, to make sure the Pavilion building and BPD sub-station achieve LEED Silver status. This consultant was selected after an RFP request. Five submittals from firms that provide these specialized LEED commissioning services were received. The contract was awarded to CERx. They will work with the architectural team to evaluate the final plan and specifications to see if any energy efficiencies have been missed. The consultant's contract will extend well beyond Rundell Ernstberger's contract in order to make sure the mechanical, electrical, and plumbing systems perform as designed. The total request for services is \$20,500. Although the contract will be with CERx, the fees will be rolled into

the Rundell Ernstberger contract for the total design package. This contract covers all property that will require LEED certification.

Williams gave an estimated timeline for the Switchyard Park:

- February 2018 - final plans and specifications completed by the end of February
- March 2018 – bid packet (s) will be posted the first week of March
- April 2018- bid openings, RDC approval, and Parks Board approval
- May 1, 2018 - notice to the contractor will go out
- November 2019 - substantial completion date
- Memorial Day 2020 - final completion by Memorial Day

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

Mary Alice Rickert made a motion to approve Resolution 17-102. David Walter seconded the motion. The board unanimously approved.

- C.** Resolution 17-103: Approving 3 Change Orders to Milestone Contract at the Red Lot. Jeff Underwood reported three change orders to the Milestone Contract that were approved in the field, which is allowed under the agreement with the Redevelopment Commission.

Change order #1 – This change order is for the construction of a temporary parking lot adjacent to the concrete parking lot on the north side of 10<sup>th</sup> Street. The temporary lot allowed us to move all of the parking out of the Red Lot during construction.

Change order #2 - This change order was to rectify soft soil. In order to lay blacktop or concrete, soil that compresses to a certain degree is needed.

Change order #3 - The 3<sup>rd</sup> change order is for a change in curb elevation due to a concrete storm culvert that was under the entrance to the parking lot.

The total amount of the change orders is \$45,319. All change orders were reviewed by Weddle Bro. for LEED and cost, and also reviewed by Jeff Underwood.

Sue Sgambelluri asked what will happen to the temporary lot. Underwood reported receiving a proposal from Milestone to remove it, which staff rejected. The City wants the lot restored to its original condition, and wants to retain the gravel for construction projects, so this will be bid out with the infrastructure in hopes to get a better price.

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

David Walter made a motion to approve Resolution 17-103. Sue Sgambelluri seconded the motion. The board unanimously approved.

- D.** Resolution 17-104: Approving Contract with American Structurepoint for Construction Engineering Related to the Tapp/Rockport Road Project. Andrew Cibor reported this project is on track to advertise bids in March 2018. Construction is expected to begin by spring or early summer. I-69/Tapp Road interchange should be open by that time. Cibor stated a right-of-way contract was recently awarded for clearing, which is now completed. The clearing will enable Utilities Engineering to start relocating within the right-of-way which will prevent delays to the construction, once it is awarded.

This is a federally funded project and will be 80% reimbursable from INDOT. The overall contract is for \$393,398.32. Cibor pointed out a typo in the resolution. The amount authorized in the resolution is \$383,398.32 but should be \$393,398.32. The contract will be with American Structurepoint. They were selected through a competitive RFP in which 11 responses were received. The Board of Public Works did approve the contract last week.

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

Sue Sgambelluri made a motion to approve Resolution 17-104 with two changes. The amount under the third to last “whereas” and the 2<sup>nd</sup> paragraph under “NOW, THEREFORE, BE IT RESOLVED”, shall be changed to \$393,398.32. Jennie Vaughan seconded the motion. The board unanimously approved.

- E. Resolution 17-105: Approval of Partnership Agreement with BCT Management, Inc. for 2018. Paula McDevitt stated this is an annual partnership agreement. The current agreement expires at the end of 2017. Parks & Recreation oversees the partnership agreement along with City of Bloomington staff.

In the 2018 agreement there is \$50,000 for BCT operational cost that is administered through the City Council office. However, we need RDC approval for the \$74,000 from the consolidated TIF funds. Those funds are used for eligible and permitted rehab and repairs for the facility. The agreement has already been by the BPW and Parks Board Commission.

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

David Walter made a motion to approve Resolution 17-105. Jennie Vaughan seconded the motion. The board unanimously approved.

- F. To Amend Offer to Purchase Johnson’s Creamery. Jeff Underwood reported the due diligence period for the Johnson’s Creamery expires December 19, 2017. Major repairs will need to be made to the building, the HVAC system and the smoke stack, for a total cost of approximately \$1.8 million. Due to the repairs needed, the City made a revised offer to the owners of the building, which was rejected. However, we believe they will make a counter proposal. Due to the fact the due diligence period ends tomorrow, December 19<sup>th</sup>, Staff is recommending to accept the due diligence, withdraw the original offer, allow staff to continue negotiations, and bring any final offers to the RDC for approval.

Staff has informed the owners that it will take a substantial reduction in the price for the City to continue to move forward, and if they are willing to negotiate given those parameters, an additional 30 day due diligence period will be needed.

Sue Sgambelluri made a motion to accept the due diligence, withdraw the original offer of \$4.3 million, and authorize staff to continue negotiations with the stipulation that the final offer be approved by the Redevelopment Commission. Jennie Vaughan seconded the motion. The board unanimously approved.

## **VII. BUSINESS/GENERAL DISCUSSION**

- A. Election of Officers. Jeff Underwood reminded the commissioners their terms run through the end of January and the election of officers will be at the first meeting in February.

Anyone interested in being reappointed will need to fill out an application. Commissioners will continue in their current roles until reappointed or replaced.

B. The 2018 Redevelopment Commission meeting schedule will be approved at the January 8, 2018 meeting.

C. Eric Sader stated there is a Neighborhood Workshop on Saturday, January 18, 2018.

## VIII. ADJOURNMENT

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Donald Griffin, President

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Sue Sgambelluri, Secretary

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Date

**18-01  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2018 are set as described in the "REDEVELOPMENT COMMISSION 2018 MEETING SCHEDULE," attached hereto.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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President

ATTEST:

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Secretary

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Date

## **2018 REDEVELOPMENT COMMISSION SCHEDULE**

All Meetings will be held in the McCloskey Conference Room, Suite 135  
@ 5:00 p.m. unless otherwise noted.

January 8, 2018

January 22, 2018

February 5, 2018

February 19, 2018

March 5, 2018

March 19, 2018

April 2, 2018

April 16, 2018

May 7, 2018

May 21, 2018

June 4, 2018

June 18, 2018

July 2, 2018

July 16, 2018

August 6, 2018

August 20, 2018

September 4, 2018 (Tuesday)

September 17, 2018

October 1, 2018

October 15, 2018

November 5, 2018

November 19, 2018

December 3, 2018

December 17, 2018

January 7, 2019



**18-02  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDERS TO PROJECT AGREEMENT WITH MORTON  
STREET PROPERTIES**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property which is northeast of the Showers Building and currently used as a parking lot, which is sometimes called the Red Lot or the North Showers Lot; 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, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property, such as the Red Lot, for sale and the RDC followed the process set forth in Indiana Code § 36-7-14-22 and offered the Red Lot for sale; and

WHEREAS, on November 13, 2017, the RDC approved Resolution 17-92 approving a Project Agreement with Morton Street Properties, LLC to acquire a portion of the Red Lot, and pursuant to which Morton Street Properties, LLC and the RDC essentially “swapped” properties within The Trades District; and

WHEREAS, the Project Agreement required the City to reconfigure the Red Lot (“Reconfiguration”); and

WHEREAS, on November 6, 2017, the RDC approved Resolution 17-89, which approved the agreement negotiated by Staff with Milestone Contractors, L.P. (“Milestone”) for reconfiguration of the Red Lot, which agreement is attached as Exhibit A to this Resolution (“Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to construct the Reconfiguration for an amount not to exceed Four Hundred Twenty Six Thousand Dollars (\$426,000); and

WHEREAS, Resolution 17-92 further authorized Staff to issue a Notice to Proceed to Milestone regarding the construction contract approved in Resolution 17-89, and Milestone’s work on the Reconfiguration is completed; and

WHEREAS, during the course of constructing the Reconfiguration, a need arose for additional work not contemplated by the parties at the time the Agreement was negotiated, and

City Staff and Milestone therefore submitted Resolution 17-103, seeking approval of increased funding for three (3) change orders to the Agreement in the total amount of Forty-Five Thousand Three Hundred and Nineteen Dollars (\$45,319.00); and

WHEREAS, on December 18, 2017, the RDC approved Resolution 17-103, which increased the funding approval made in Resolution 17-89 from an amount not to exceed Four Hundred Twenty Six Thousand Dollars (\$426,000) to an amount not to exceed Four Hundred Seventy-One Thousand Three Hundred Nineteen Dollars (\$471,319); and

WHEREAS, City staff and Milestone believe that four additional change orders are necessary and therefore submits for approval Change Order 4 (One Thousand Two Hundred Forty Eight Dollars (\$1,248)), Change Order 5 (One Thousand Four Hundred Thirty-Three Dollars (\$1,433)), Change Order 6 (Seven Hundred Forty-Five Dollars (\$745)) and Change Order 7 (Nineteen Thousand Dollars (\$19,000)), which are attached to this Resolution as Exhibits B, C, D and E, respectively; and

WHEREAS, in addition, Milestone has determined that the two contingency allowances on the project, Allowance 1 in the amount of Twenty Thousand Dollars (\$20,000) and Allowance 2 in the amount of Twenty Thousand Dollars (\$20,000), are not needed to fund the project, and therefore the City and Milestone submit for approval Change Order 8, attached to this Resolution as Exhibit F, which represents a decrease in the contract price of Forty Thousand Dollars (\$40,000); and

WHEREAS, the proposed Change Orders 4-8 together would result in a revised cost of the construction of the Project of Four Hundred Fifty-Two Thousand Seven Hundred Forty-Five Dollars (\$452,745) ; and

WHEREAS, the City has attached Exhibit G to this Resolution setting forth a Change Order Log of all Change Orders submitted to the RDC on this Project, and Exhibit H, which is an Amended Form updating the expected cost of the Project; and

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

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC further amends the funding approval it first made in Resolution 17-89 and previously amended in Resolution 17-103. The funding approval made in Resolution 17-103 for an amount not to exceed Four Hundred Seventy-One Thousand Three Hundred Nineteen Dollars (\$471,319) shall be replaced by a funding approval in an amount not to exceed Four Hundred Fifty-Two Thousand Seven Hundred Forty-Five Dollars (\$452,745) to pay for the Reconfiguration. The expiration date of that

funding shall remain July 31, 2018, and Resolutions 17-89 and 17-103 shall remain otherwise unchanged.

3. The amendment contained in the paragraph above is contingent upon the Board of Public Works approving the Change Orders. Staff is asked to ensure that a fully executed copy of each Change Order is kept with the RDC's files.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

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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:

<u>Coverage</u>	<u>Limits</u>
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:

City of Bloomington  
Attn: Alex Crowley  
P.O. Box 100 Suite 150  
Bloomington, Indiana 47402

TO CONTRACTOR:

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

Milestone Contractors, L.P.

BY:

BY:

\_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_  
Todd A. Fawver, Vice President

\_\_\_\_\_  
Sue Sgambelluri, Secretary

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

\_\_\_\_\_  
Signature

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

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and  
acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_



# MILESTONE CONTRACTORS, L.P.

# Change Order

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

**TO:** Weddle Bros. Construction Company  
 2182 W Industrial Park Dr  
 Bloomington, In. 47402  
 Attn: Mr Blake Rowe

**Change Order NO.** 4  
**DATE** 12/15/2017  
**OUR CONTRACT NO.** 175076

**PROJECT:** Red Parking Lot Adjustments      **LOCATION:** Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Relocate power from Solutions Tree to the lights on their side of new lot	\$1,248.00	LS	1	\$1,248.00	0.00	\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTALS</b>					\$1,248.00		\$0.00
				<b>NET INCREASED</b>	<b>ESTIMATED COST</b>	<b>\$</b>	<b>1,248.00</b>
				<b>DECREASED</b>			

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

Cassidy Electric had to relocate the power that came from Solution tree that fed the lights on their side because the existing line was in subgrade/asphalt/curb of the new lot

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$425,000.00</b>
<b>PREVIOUS CHANGE ORDERS</b>	<b>\$45,319.00</b>
<b>THIS CHANGE ORDER</b>	<b>\$1,248.00</b>
<b>REVISED CONTRACT AMOUNT</b>	<b>\$471,567.00</b>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 SIGNATURE/TITLE

\_\_\_\_\_  
 DATE

**MILESTONE CONTRACTORS, L.P.**

Brent Foster  
 \_\_\_\_\_  
 SUBMITTED BY

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
 APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.

# MILESTONE CONTRACTORS, L.P.

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

# Change Order

TO: Weddle Bros. Construction Company  
 2182 W Industrial Park Dr  
 Bloomington, In. 47402  
 Attn: Mr Blake Rowe

Change Order NO. 5  
 DATE 12/18/2017  
 OUR CONTRACT NO. 175076

PROJECT: Red Parking Lot Adjustments

LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Relocate power to uplights do to sign location change	\$1,433.00	LS	1	\$1,433.00	0.00	\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
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					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
		<b>TOTALS</b>			\$1,433.00		\$0.00
			<b>NET</b>	<b>INCREASED</b>	<b>ESTIMATED COST</b>	<b>\$</b>	<b>1,433.00</b>
				<b>DECREASED</b>			

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

Cassidy Electric had to relocate the power to the uplights for the parking lot sign do to the sign being relocated after they had already ran conduit and handhole box to the planned location.

ORIGINAL CONTRACT AMOUNT	\$425,000.00
PREVIOUS CHANGE ORDERS	\$46,567.00
THIS CHANGE ORDER	\$1,433.00
<b>REVISED CONTRACT AMOUNT</b>	<b>\$473,000.00</b>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

\_\_\_\_\_  
 COMPANY NAME  
 \_\_\_\_\_  
 SIGNATURE/TITLE  
 \_\_\_\_\_  
 DATE

**MILESTONE CONTRACTORS, L.P.**  
 Brent Foster  
 \_\_\_\_\_  
 SUBMITTED BY  
**MILESTONE CONTRACTORS, L.P.**  
 \_\_\_\_\_  
 APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.



## CASSADY ELECTRICAL CONTRACTORS INC.

Mail: P.O. Box 53, Ellettsville, IN 47429 • Bus.: 3300 W. Tapp. Rd., Bloomington, IN 47403

Phone (812) 332-7361 • FAX (812) 336-5232

### “WBE Certified” Modification

December 18th, 2017

RE: Red Parking Lot Adjustments  
Bloomington, Indiana

Cassady Electrical Contractors Inc. is pleased to offer our price to perform the electrical work for Red Lot Parking Adjustments. This cost is for moving the “Sign Lights” to the North side of the Morton Street entrance. Cost includes additional conduit, wire and boring under the concrete drive.

The price listed below is for Material and Labor to the above mentioned repair.

**COST** **\$1,433.00**

Scope of work:

- Bore from south side of Morton Street entrance to north side of Morton Street entrance.
- Provide additional wire

\*All work to be provided during normal business hours.  
Monday-Friday 7:00am – 3:30 pm

If you have any questions or concerns, please call us at 1-812-332-7361.

Thank-you!

Mike Hover  
Cassady Electrical Contractors Inc.

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# MILESTONE CONTRACTORS, L.P.

# Change Order

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

TO: Weddle Bros. Construction Company  
2182 W Industrial Park Dr  
Bloomington, In. 47402  
Attn: Mr Blake Rowe

Change Order NO. 6  
 DATE 12/18/2017  
 OUR CONTRACT NO. 175076

PROJECT: Red Parking Lot Adjustments LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Add light to Soluations Tree Sign	\$745.00	LS	1	\$745.00	0.00	\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTALS</b>					\$745.00		\$0.00
				<b>NET INCREASED</b>	<b>ESTIMATED COST</b>	<b>\$</b>	<b>745.00</b>
				<b>DECREASED</b>			

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:  
 Cassidy Electric has been asked to add a light to the Soluation Tree Sign.

ORIGINAL CONTRACT AMOUNT	\$425,000.00
PREVIOUS CHANGE ORDERS	\$48,000.00
THIS CHANGE ORDER	\$745.00
REVISED CONTRACT AMOUNT	<u>\$473,745.00</u>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

**MILESTONE CONTRACTORS, L.P.**

COMPANY NAME

Brent Foster  
 SUBMITTED BY

SIGNATURE/TITLE

**MILESTONE CONTRACTORS, L.P.**

DATE

APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.



## CASSADY ELECTRICAL CONTRACTORS INC.

Mail: P.O. Box 53, Ellettsville, IN 47429 • Bus.: 3300 W. Tapp. Rd., Bloomington, IN 47403  
Phone (812) 332-7361 • FAX (812) 336-5232

### “WBE Certified” Modification

December 18th, 2017

RE: Red Parking Lot Adjustments  
Bloomington, Indiana

Cassady Electrical Contractors Inc. is pleased to offer our price to perform the electrical work for Red Lot Parking Adjustments. This cost is for adding a light to the Solution Tree Sign.

The price listed below is for Material and Labor to the above mentioned repair.

**COST** **\$745.00**

Scope of work:

- Trench ditch to Solution Tree Sign
- Provide additional conduit and Wire
- Add (1) light

\*All work to be provided during normal business hours.  
Monday-Friday 7:00am – 3:30 pm

If you have any questions or concerns, please call us at 1-812-332-7361.

Thank-you!

Mike Hover  
Cassady Electrical Contractors Inc.

# MILESTONE CONTRACTORS, L.P.

# Change Order

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

TO: Weddle Bros. Construction Company  
2182 W Industrial Park Dr  
Bloomington, In. 47402  
Attn: Mr Blake Rowe

Change Order NO. 7  
 DATE 12/19/2017  
 OUR CONTRACT NO. 175076

PROJECT: Red Parking Lot Adjustments

LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Contingency 2 Allowance	\$20,000.00	LS		\$0.00	0.00	\$0.00
	Box Culvert Protection				\$0.00		\$0.00
	Engineering	\$2,000.00	LS	1	\$2,000.00		\$0.00
	Labor/Equipment/Materials	\$17,000.00	LS	1	\$17,000.00		\$0.00
	Excavation	\$5,265.00	LS		\$0.00		\$0.00
	Flowable Fill	\$2,805.00			\$0.00		\$0.00
	Rebar Handling and Tieing	\$5,550.00			\$0.00		\$0.00
	Rebar	\$3,380.00			\$0.00		\$0.00
		\$17,000.00			\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTALS</b>					\$19,000.00		\$0.00
<b>NET INCREASED ESTIMATED COST</b>					\$		<b>19,000.00</b>
<b>DECREASED</b>							

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

This was part of contingency 2 allowance for box culvert protection at the new entrance to the City Government Parking Lot.

ORIGINAL CONTRACT AMOUNT	\$425,000.00
PREVIOUS CHANGE ORDERS	\$48,745.00
THIS CHANGE ORDER	\$19,000.00
<b>REVISED CONTRACT AMOUNT</b>	<b>\$492,745.00</b>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

**MILESTONE CONTRACTORS, L.P.**

COMPANY NAME \_\_\_\_\_

Brent Foster  
 SUBMITTED BY \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

**MILESTONE CONTRACTORS, L.P.**

DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY.

# MILESTONE CONTRACTORS, L.P.

# Change Order

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

TO: Weddle Bros. Construction Company  
2182 W Industrial Park Dr  
Bloomington, In. 47402  
Attn: Mr Blake Rowe

Change Order NO. 8  
 DATE 12/21/2017  
 OUR CONTRACT NO. 175076

PROJECT: Red Parking Lot Adjustments

LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Contingency 1 Allowance	\$20,000.00	LS		\$0.00	1	\$20,000.00
					\$0.00		\$0.00
	Contingency 2 Allowance	\$20,000.00	LS		\$0.00	1	\$20,000.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
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					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTALS</b>					\$0.00		\$40,000.00
<b>NET INCREASED ESTIMATED COST</b>					<b>\$ (40,000.00)</b>		
<b>DECREASED</b>							

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$425,000.00</b>
<b>PREVIOUS CHANGE ORDERS</b>	<b>\$67,745.00</b>
<b>THIS CHANGE ORDER</b>	<b>(\$40,000.00)</b>
<b>REVISED CONTRACT AMOUNT</b>	<b>\$452,745.00</b>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
 COMPANY NAME

Brent Foster  
 \_\_\_\_\_  
 SUBMITTED BY

\_\_\_\_\_  
 SIGNATURE/TITLE

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.

# MILESTONE CONTRACTORS, L.P.

# Change Order Log

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

TO: Weddle Bros. Construction Company  
2182 W Industrial Park Dr  
Bloomington, In. 47402  
Attn: Mr Blake Rowe

Change Order NO. Today 7  
 OUR CONTRACT NO. 175076

PROJECT: Red Parking Lot Adjustments

LOCATION: Bloomington, IN

CO NO.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	Temporary Parking Lot	\$35,000.00	LS	1	\$35,000.00		\$0.00
	Allowance 1 Contingency	\$20,000.00	LS		\$0.00	1	\$20,000.00
2	Undercut Parking/Backfill	\$7,351.00	LS	1	\$7,351.00		\$0.00
3	Added Sidewalk Placement & Removal	\$2,968.00	LS	1	\$2,968.00		\$0.00
4	Relocate Solutions Tree Light Power	\$1,248.00	LS	1	\$1,248.00		\$0.00
5	Relocate Sign after Electrical was done	\$1,433.00	LS	1	\$1,433.00		\$0.00
6	Fix Solution Tree Light	\$745.00	LS	1	\$745.00		\$0.00
					\$0.00		\$0.00
	Allowance 2 Contingency	\$20,000.00	LS		\$0.00	1	\$20,000.00
7	Box Culvert Protection	\$19,000.00	LS	1	\$19,000.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
<b>TOTALS</b>					\$67,745.00		\$40,000.00
				<b>NET INCREASED ESTIMATED COST</b>		<b>\$ 27,745.00</b>	
				<b>DECREASED</b>			

ORIGINAL CONTRACT AMOUNT \$425,000.00  
 TOTAL CHANGE ORDERS \$27,745.00  
 REVISED CONTRACT AMOUNT \$452,745.00



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 (10<sup>th</sup> 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 10<sup>th</sup> Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10<sup>th</sup> and 11<sup>th</sup> 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 ( <b>bold</b> = primary):	<b>975 – 2011 Downtown Redev Bond</b>
	<b>430 – Certified Technology Park Fund</b>
	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 <sup>1</sup>	September 2014 – October 2017
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a <sup>2</sup>	Construction Management	\$499,500	November 2017 – December 2018
2b	Construction	\$10,500,000	November 2017 – December 2018
2b	Construction Change Orders	\$45,319	December 2017- December 2018
2b	Additional Construction Change Orders	\$22,426	December 2017- January 2018
2b	Deduction of Allowance Contingencies	(\$40,000)	January 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

<sup>1</sup> This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

<sup>2</sup> Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

Redevelopment Commission Resolution 18- 02

Exhibit H

- 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
- 17-62 Approval of Offering Sheet
- 17-89 Approval of Construction for Parking Lot Improvements
- 17-103 Approval of Construction Change Orders for Parking Lot
- 18-02 Approval of Construction Change Orders and Deduction of Allowance Contingencies

To Be Completed by Redevelopment Commission Staff:

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

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